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New Hampshire
 Department of Agriculture,
 Markets & Food

Shawn N. Jasper, Commissioner

May 4, 2022

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to **retroactively** amend the grant agreement with the Strafford County Conservation Commission, Dover NH, Vendor Code 229167-B001 for the *Small Conservation Equipment* modifying the grant completion date from April 30, 2022 to April 30, 2023. No additional funding is involved in this time extension. Effective upon Governor and Council approval. The original grant agreement was approved by Governor and Council on month May 20, 2020, item #35. **100% Other Funds** – State Conservation Committee.

EXPLANATION

The Strafford County Conservation Commission received a grant to complete a strategic land conservation plan for the greater capital seventeen-town region in Merrimack, Belknap and Hillsborough Counties. The project was planned to be completed by April 30, 2022, however due to Covid related delay, the project will be completed by April 30, 2023. The Strafford County Conservation Commission intends to complete the project within the requested grant extension period and has expended \$17,615 with the remaining balance of \$6,209. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,



Shawn Jasper
 Commissioner

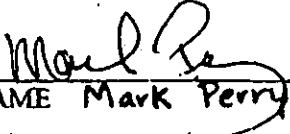
Amendment of Contract

The NH State Conservation Committee Department of Agriculture, Markets and Foods and Strafford County Conservation District hereby mutually agree to amend the contract for *Small Conservation Equipment* originally approved by the Governor and Executive Council on May 20, 2020 #35, as follows:

1. Amend General Provision 1.7, Completion Date, from April 30, 2022 to April 30, 2023.
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth.

IN WITNESS WHEREOF, the parties hereto have set their hands.

GRANTEE: Strafford County Conservation District




NAME Mark Perry
Chair

Title

3-29-22

Date

Department of Agriculture, Markets and Foods



Shawn Jasper, Commissioner

5/16/22

Date

Approved as to form, substance and execution

1st Stacie M. Masser

Attorney General

05/16/2022

Date

CERTIFICATE of AUTHORITY

I, Dorn Cox (Certifying Officer Name), Vice Chair
(Certifying Officer Title) of the Strafford County Conservation District (SCCD) (Grantee Name)
do hereby certify that:

1. I am the duly elected Vice Chair (Certifying Officer Title);

2. At the meeting held on this date _____, the _____ (Grantee Name)
voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New
Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;

or
2. The SCCD (Grantee Name) has agreed to accept New
Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation
Committee, Department of Agriculture, Markets and Foods;

3. The SCCD (Grantee Name) further authorized the
Chair (Officer Title) to execute any documents which may be necessary for this
contract;

4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force
and effect as of the date hereof; and

5. The following person has been appointed to and now occupies the office indicated in (3) above:

Mark Perry
Print (Officer Name)
Chair
Print (Officer Title)

6. I have hereunto set my hand as the

[Signature]
Sign (Certifying Officer Name)
3-30-22
Date Signed:

Dorn Cox
Print (Certifying Officer Name)
Vice Chair
Print (Certifying Officer Title)



STRAFFORD COUNTY CONSERVATION DISTRICT

264 County Farm Road, Dover, NH 03820
(603) 749-3037
www.strafTordced.org

Regular Meeting
SCCD
264 County Farm Road
Dover NH, 03820

Supervisors Present:

Mark Perry, Chair
Dom Cox, Vice Chair
Robin Aikman, Supervisor
Bill Hunt, Supervisor
Don Whittum, Secretary/Treasurer
Shawna Godbout, Associate Supervisor

Other Attendees:

Alena Warren, SCCD

MINUTES - APPROVED

December 11, 2019

1. Non-Public session-May be called at anytime in accordance with RSA Chapter 91 A:3 II a,b,c,d,e and f.
2. Call to order - Board of Supervisors meeting
 - a. Cox called the meeting to order at 9:10.
3. Approve minutes
 - a. *A motion was made by Aikman to approve the November minutes. The motion was seconded by Whittum and so approved.*
4. Financial reports
 - a. November financial reports were presented: Profit and loss and balance sheet.
 - b. *A motion was made by Whittum to approve the financial reports. The motion was seconded by Hunt and so approved.*

5. Agency reports
 - a. NRCS: Warren shared a brief update provided by Leo Smock-Randall. Cox shared updates from NRCS report at NHACD meeting. NRCS anticipates adding staff. Holding a Local Workgroup Meeting was discussed.
 - b. SCC: None
 - c. NHACD: Cox presented updates. Four resolutions on soil health will be brought to the NACD annual meeting in February. National CIG funding opportunities may be beneficial to NH.
6. Small Equipment Grant
 - a. A Moose Plate grant application was approved. Details were reviewed.
 - b. *A motion was made by Whittum to accept state funds for purchasing small conservation equipment, and to authorize the Chair to sign related contracts. The motion was seconded by Hunt and so approved.*
 - c. Equipment will be purchased **ASAP**.
 - d. Storage and transportation challenges and potential solutions were discussed.
 - e. Outreach ideas were proposed: garden groups, towns.
7. 2020 Events
 - a. There will be an equipment field day at Branch Hill Farm.
 - b. There will be a small equipment series of demos.
 - c. A transplanter demo will be scheduled once modifications are complete.
 - d. Content ideas for regional annual meeting were discussed.
8. Equipment Updates: none.
9. District Updates
 - a. Warren provided a detailed written report.
 - b. Warren will draft an annual report.
10. Calendar Review: None
11. Other business: None.
12. Adjourn
 - a. *A motion was made by Whittum to adjourn at 10:13 am. The motion was seconded by Hunt and so approved.*



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Strafford County Conservation District 264 County Farm Road Dover, NH 03820		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2022	1/1/2023	Each Occurrence		\$ 5,000,000
			General Aggregate		\$ 5,000,000
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory		\$ 2,000,000
			Each Accident		\$ 2,000,000
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage for Grant.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH State Conservation Committee PO Box 2042 Concord, NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 2/2/2022 mpurcell@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax

BO# 215763 WU# 11917 9633

35 4012

New Hampshire
Department of Agriculture,
Markets & Food

G+C 5/20/20
Approved
PO1074320

Shawn N. Jasper, Commissioner

May 1, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with the
Strafford County Conservation District, Vendor Code 229167-B001, in the amount of \$23,824 for the
Small Conservation Equipment project in Strafford County, effective upon Governor and Council
approval through 4/30/2022: 100% Other Funds.

Funding is available in account, Soil Conservation, as follows with the authority to adjust
encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Funding is available in the Conservation Number Plate account as follows:
02-18-18-184500-28600000 SOIL CONSERVATION

<u>CLASS/</u>	<u>ACCOUNT</u>	<u>ACCOUNT</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>TOTAL</u>
	073-500581	Grants - State	\$10,000	\$13,824	\$23,824
				13,115	
				709.00	

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation
Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to the Strafford
County Conservation District to perform certain tasks as enumerated in Exhibit B for the purposes of
improving soil health, nutrient management and wildlife habitat on small farms and other properties
through the rental of specialized small conservation equipment. The SCC is confident that the grantee
possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,

Shawn N. Jasper
Commissioner

New Hampshire
Department of Agriculture,
Markets & Food

FY2020 RQ 203886 05/20/2020
11415307 # 35
CE 1074320

Shawn N. Jasper, Commissioner

FY2021 RQ 205429
11442045
CE # 1074320

May 1, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

FY2021 RQ 207197
11506837
CE: 1076482

Service
By
amount

REQUESTED ACTION

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Shawn N. Jasper
Commissioner

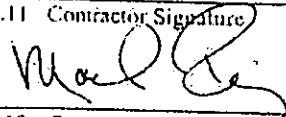
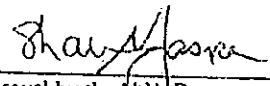
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

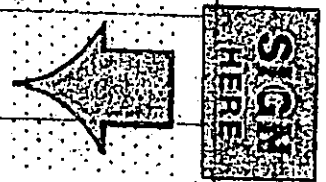
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name Strafford County Conservation District VC 229167-B001		1.4 Contractor Address 264 County Farm Road Dover, NH 03820	
1.5 Contractor Phone Number 603-749-3037	1.6 Account Number 2800 0600	1.7 Completion Date 4/30/2022	1.8 Price Limitation \$23,824.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature  Date: 02-18-2020		1.12 Name and Title of Contractor Signatory Mark Perry Chair	
1.13 State Agency Signature  Date: 4/8/2020		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: #35 G&C Meeting Date: 5/20/2020			





DEPUTY SECRETARY OF STATE

MAY 20 2020

Contractor Initials MP
Date 2-18-20



2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all

expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of

any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property

damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**Exhibit A
Special Provisions**

There are no modifications, deletions or additions to the General Provision of this form.

**Exhibit B
Scope of Services**

The Strafford County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *Small Conservation Equipment* in Strafford County and Rockingham County, NH, dated September 15, 2019:

Task 1: Demonstrate the purchase of a BCS tractor and attachments, for the purpose of making the equipment available to landowners and managers in Strafford and Rockingham Counties. Complete equipment inventory agreement.

Task 2: Demonstrate the purchase of enclosed trailer for BCS tractor and attachments. Complete equipment inventory agreement.

Task 3: Demonstrate the purchase of compost spreader and trailer. Complete equipment inventory agreement.

Task 4: Outreach and Project Completion:

- a. Implement outreach and public awareness program, provide documentation of relevant publications. Promote rentals and host an equipment demonstration workshop in Strafford or Rockingham County. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- b. Evaluation and report of the equipment rental program, including assessment of users, maintenance and storage plan.
- c. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- d. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- e. Submit final report in the NH State Conservation Committee format provided. The final report and all attachments shall be submitted in paper copy and on a USB flash drive or CD-ROM.

Subcontract Provision

The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

**Exhibit C
Contract Price and Method of Payment**

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	\$13,115.00
Upon Completion and SCC approval of Task 2	\$ 4,500.00
Upon Completion and SCC approval of Task 3	\$ 5,849.00
Upon Completion and SCC approval of Task 4	\$ 360.00
Total	\$23,824.00

CERTIFICATE of AUTHORITY

1. DORN COX (Certifying Officer Name), VICE CHAIR (Certifying Officer Title) of the STRAFFORD COUNTY CONSERVATION DISTRICT (Grantee Name) do hereby certify that:

- 1. I am the duly elected VICE CHAIR (Certifying Officer Title);
- 2. At the meeting held on this date _____, the _____ (Grantee Name) voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;
- or
- 2. The STRAFFORD COUNTY CONSERVATION DISTRICT (Grantee Name) has agreed to accept New Hampshire State Conservation Committee funds and to enter into a contract with the NH State Conservation Committee, Department of Agriculture, Markets and Foods;
- 3. The STRAFFORD COUNTY CONSERVATION DISTRICT (Grantee Name) further authorized the CHAIR (Officer Title) to execute any documents which may be necessary for this contract;
- 4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. The following person has been appointed to and now occupies the office indicated in (3) above:

MARK PERRY
Print Officer Name

CHAIR
Print Officer Title

IN WITNESS WHEREOF, I have hereunto set my hand as the VICE CHAIR (Certifying Officer Title) of the STRAFFORD COUNTY CONSERVATION DISTRICT (Grantee Name) on this date 02/27/2020

[Signature]
Signature Certifying Officer

Dorn Cox
Print Certifying Officer Name

STATE OF NEW HAMPSHIRE

County of Strafford

On this the 27th day of February, 2020, before me

Alena Warren
Notary Public

the undersigned officer, personally appeared Dorn Cox (Certifying Officer Name) who acknowledged him / herself to be the Vice Chair (Certifying Officer Title) of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Alena R Warren
Notary Public Signature

Commission Expiration Date:
(Seal)

ALENA R. WARREN, Notary Public
My Commission Expires February 6, 2024



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Strafford County Conservation District 264 County Farm Road Dover, NH 03820	Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	Limits May Apply	Not
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000	
				General Aggregate	\$ 5,000,000	
				Fire Damage (Any one fire)		
				Med Exp (Any one person)		
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 Any auto			Combined Single Limit (Each Accident)		
				Aggregate		
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			Statutory		
				Each Accident		
				Disease - Each Employee		
				Disease - Policy Limit		
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		

Description: Proof of Primex Member coverage for Grant.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
NH State Conservation Committee PO Box 2042 Concord, NH 03302			Date: 3/4/2020 mpurcell@nhprimex.org
			Please direct inquiries to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-3833 fax