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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE of the COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2411

FAX: 603-271-2629

March 17, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation (Division) to enter into a **SOLE SOURCE** contract amendment with the Student Conservation Association, Inc. (VC #173352), Charlestown, NH, by increasing the contract amount by \$10,050 from \$115,480 to \$125,530 to provide interpretive services at various parks upon Governor and Executive Council approval through December 31, 2014. No additional time is involved in this increase. The original contract was approved by Governor and Executive Council on August 14, 2013, Item #50. 100% Park Fund

Funding is available in account titled, Service Parks, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<u>FY 2014</u>	<u>FY 2015</u>
03-35-35-351510-37200000-102-500731	Contracts for Program Services	\$3,000	\$7,050

EXPLANATION

The Student Conservation Association (SCA) is a residential national service program based at Bear Brook State Park which has collaborated with the Division and the Corporation for National Service since 1994. The Discover the Power of Parks program is presented by the Division in collaboration with the SCA. The Division provides significant soft matching funds through the value of facilities provided as part of the partnership. The contract is part of an entire service learning program offered through this partnership.

Under the current contract, the SCA recruits, trains, and supervises interns who provide interpretive services for the Division at various parks. Interpretive services focus on connecting participants with nature and building appreciation for New Hampshire's unmatched natural heritage. Services include but are not limited to: guided hikes, interpretive tours, and imaginative environmental workshops for children and families. The program has served over 30,000 participants a year over the past three summers. The requested contract amendment is to increase the number of interns by 1 from 6 to 7 in order to provide this service in the Great North Woods Management Area as well.

For the reasons stated above, the Division respectfully requests sole source approval of this contract amendment to continue this important partnership with the SCA.

The Attorney General's office has approved this contract amendment as to form, substance and execution.

Respectfully submitted,

Concurred,

Philip A. Bryce, Director

Jeffrey J. Rose, Commissioner

AMENDMENT OF CONTRACT

The Department of Resources and Economic Development and The Student Conservation Association, Inc., hereby mutually agree to amend the contract to provide interpretive services at various parks, originally approved by the Governor and Executive Council on August 14, 2013, Item #50, with a completion date of December 31, 2014.

- 1. Amend Exhibit A, Scope of Work, by increasing the total of interns by 1 from 6 to 7;
2. Amend Exhibit B, Contract Amount, by increasing the total by \$10,050 from \$115,480 to \$125,530;
3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

Witness signature line with handwritten name 'John M. Lanni'.

Jeffrey J. Rose, Commissioner
Department of Resources and Economic Development

3/24/14
Date

Witness signature line with handwritten name 'Camilla Bailey'.

Charles 'Chip' Holland, CFO
The Student Conservation Association, Inc.
Valerie Bailey, E.V.P. Chief of Staff

3.7.14
Date

Approved as to form, substance and execution:

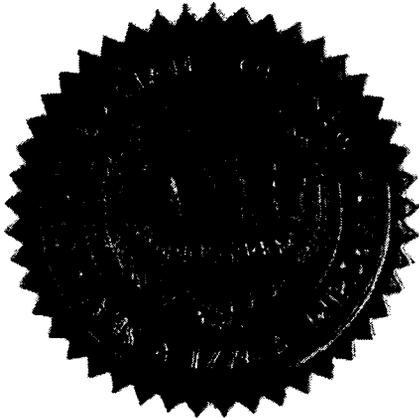
Attorney General signature line with handwritten initials.

3/26/14
Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE STUDENT CONSERVATION ASSOCIATION, INC., a(n) New York nonprofit corporation, registered to do business in New Hampshire on September 16, 1976. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of March, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

SCA Board of Directors Resolution Regarding Cooperative Agreements

WHEREAS, pursuant to Article VI, Section 4 of the Bylaws of The Student Conservation Association, Inc. (the "Corporation"), the President is expressly authorized to execute on behalf of the Corporation all cooperative agreements and other contracts requiring such execution except to the extent the signing and execution thereof shall be expressly delegated by the Board of Directors to another agent of the Corporation; and

WHEREAS, the Board of Directors hereby intends to confer the power to execute on behalf of the Corporation cooperative agreements and other contracts requiring such execution to certain additional duly authorized officers of the Corporation when they do so at the direction of the President; and

NOW THEREFORE, BE IT RESOLVED, that, upon the direction of the President/Chief Executive Officer, Dale M. Penny, each of the: Chief Financial Officer, Charles P. Hollands; the Executive Vice President/Assistant Secretary, Valerie Bailey; the Senior Vice President for Program, Robert Coates; and the Senior Vice President for Advancement, Karen Davis; be, and each hereby is, individually authorized, empowered and directed to execute on behalf of the Corporation all cooperative agreements and other contracts requiring such execution, and to make, execute and deliver, under the corporate seal of the Corporation or otherwise, any and all written instruments necessary or proper to effectuate the power and authority hereby conferred.

Dated: March 21, 2014

CERTIFICATION:

The foregoing is a true and complete copy of the resolution adopted by the SCA Board of Directors at a regular meeting held on March 21, 2014, and the same has not been amended, modified or withdrawn.



Peter H. Jost
Secretary

Dated: March 26, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

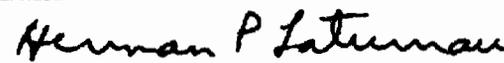
PRODUCER Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	CONTACT NAME: Joan Aucoin PHONE (A/C, No, Ext): 978 3227321 E-MAIL ADDRESS: jaucoin@fredchurch.com	FAX (A/C, No): (978) 454-1865
	INSURER(S) AFFORDING COVERAGE	
INSURED The Student Conservation Association, Inc. 689 River Road Charlestown, NH 03603	INSURER A : Hanover Insurance Company	NAIC # 22292
	INSURER B : United Educators Insurance, a Reciprocal Risk Retention Group	10020
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 29305 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			CGL201400420300	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Included
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ Included
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$
A	AUTOMOBILE LIABILITY			AHN9487242	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		GLX201400420300	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 25,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 1,000,000					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
If required by written contract the State of New Hampshire - DRED, Division of Parks and Recreation included as an additional insured and waiver of subrogation applies per General Liability form CGL 06-2008.

CERTIFICATE HOLDER State of New Hampshire Dept of Resources and Economic Development 172 Pembroke Rd Concord, NH 03302-1856	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Item # 50 8/14/13



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

July 16, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation (Division), to enter into a **RETROACTIVE** and **SOLE SOURCE** contract with the Student Conservation Association, Inc. (SCA) of Charlestown, NH (VC#173352) in the amount of \$115,480 to provide interpretive services for various parks from January 1, 2013 through December 31, 2014. 100% Park Fund.

Funding is available in account titled, Service Parks, as follows with authority to adjust encumbrances in each of the State's fiscal years through the Budget Office if needed and justified.

	<u>FY 2014</u>	<u>FY 2015</u>
03-35-35-351510-37200000-102-500731 Contracts for Program Services	\$74,298	\$41,182

EXPLANATION

Retroactive approval is requested to correct a contracting deficiency with the SCA to properly reflect the entire time period for services provided. The SCA - NH Corps program recruits interns year round to begin a 10 month service program that spans January to October. The interns teach in the Manchester and Allenstown schools January through April, and then begin training as Interpretive Interns as part of the Discover the Power of Parks Program. In the past, the contract period was coincident with the fiscal year even though some of the services commenced prior to July 1. Sole source is also requested because of our excellent partnership with SCA and value that we receive in pursuit of our mission.

The Student Conservation Association - NH Corps program in collaboration with the NH Division of Parks and Recreation and the Corporation for National Service has been based at Bear Brook State Park, Spruce Pond Camp since 1994. The Discover the Power of Parks program is presented by the Division in collaboration with the SCA. The Division provides significant soft matching funds through the value of the facilities as part of our partnership. This contract is part of the entire service learning program offered through this partnership.

The SCA shall recruit, train and supervise six interns who will provide interpretive services to the Division in six parks; Franconia Notch, Bear Brook, Pawtuckaway, Monadnock, Greenfield and White Lake State Parks. In addition, the SCA applied for and was awarded a Tillotson Fund grant through the NH Charitable Foundation to recruit, train and supervise two (2) interns to provide interpretive services at Umbagog Lake and Lake Francis State Parks to expand the Discover the Power of Parks program to the Great North Woods Region. The grant is for program year 2013 and they intend to apply for program year 2014.

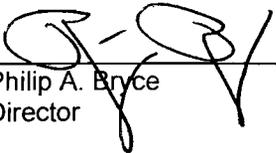
Interpretive programs focus on connecting participants with nature and building appreciation for New Hampshire's unmatched natural heritage. Programs include guided hikes, interpretive tours, and imaginative environmental workshops for children and families. The program has served more than 30,000 participants each year over the past summers.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
Page 2

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner

PAB/JJR:jl

Subject: State Park Interpretive Services FORM NUMBER P-37 (version 1/09)

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

1. IDENTIFICATION.

1.1 State Agency Name DRED Division of Parks and Recreation		1.2 State Agency Address PO Box 1856, Concord NH03302-1856	
1.3 Contractor Name The Student Conservation Association, Inc		1.4 Contractor Address PO Box 550, 689 River Rd, Charlestown NH 03063-0550	
1.5 Contractor Phone Number 603-543-1700 x 132	1.6 Account Number 37200000-102-500731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$115,480.00
1.9 Contracting Officer for State Agency Johanna Lyons, Program Planner		1.10 State Agency Telephone Number 603-271-3556 x 218	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard Seaman, Chief Financial Officer	
1.13 Acknowledgement: State of NH , County of Sullivan On 7/9/13 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Camilla H. Bailey, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 7/26/13			
1.18 Approval by the Governor and Executive Council By: On:			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 80:7-c 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 actual 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

RECEIVED

JUL 12 2013

D.R.E.D.

Contractor Initials
Date 7.4.13

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/RESERVATION.

9.1 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.

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials P.
Date 12.1.13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

State of New Hampshire
 Department of Resources and Economic Development
 Division of Parks and Recreation

INTERPRETIVE SERVICES

Exhibit A

The SCA NHCC shall recruit, train and supervise six (6) Discover the Power of Parks interns to provide interpretive services to the Division of Parks and Recreation in six parks; Franconia Notch, Monadnock, Greenfield, Pawtuckaway, Bear Brook and White Lake State Parks. The dates of service are January 1, 2013 – December 31, 2014.

In addition, the SCA applied for and was awarded a Tillotson Fund grant through the NH Charitable Foundation to recruit, train and supervise two (2) interns to provide interpretive services at Umbagog Lake and Lake Francis State Parks to expand the Discover the Power of Parks program to the Great North Woods Region. The grant is for program year 2013 and they intend to apply for program year 2014.

Exhibit B

The SCA will invoice the Division by June 30th and October 31st during each program year, as follows:

	Fiscal Year 2014	Fiscal Year 2015
Program Year 2013 January 1 – December 31, 2013	\$50,733	NA
Program Year 2014 January 1 – December 31, 2014	\$23,565	\$41,182
TOTAL	\$74,298	\$41,182

Total contract not to exceed: \$115,480

Exhibit C

The Division of Parks and Recreation agrees to provide housing for the interns at Spruce Pond camp, Lake Francis, Monadnock State Park, Franconia Notch State Park and White Lake State Parks. Interns will be offered the opportunity to camp on-site while offering programming at Umbagog Lake and Greenfield State Park.

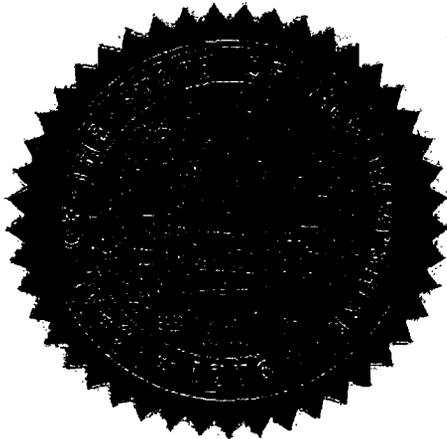
Due to the nature of this contract, the terms of paragraph 14 pertaining to insurance have been waived and replaced with the following coverage: comprehensive general liability of \$1,000,000 per claim aggregate.

Initial f
 Date 7.4.17

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE STUDENT CONSERVATION ASSOCIATION, INC., a(n) New York nonprofit corporation, registered to do business in New Hampshire on April 25, 1996. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of July, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

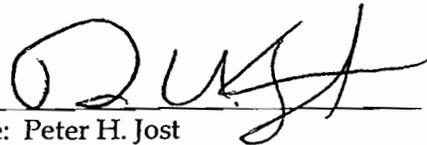
William M. Gardner
Secretary of State

SECRETARY'S CERTIFICATE

At a meeting of the of the Board of Directors of The Student Conservation Association, Inc. (the "Corporation"), duly and regularly held in accordance with the bylaws of the Corporation on March 22, 2013, at which a quorum, as prescribed by law and the bylaws of the Corporation, was present and voting throughout, the following resolution was unanimously adopted, and such resolution has not been revoked, cancelled, annulled or amended:

NOW THEREFORE, BE IT RESOLVED, that, upon the direction of the President/Chief Executive Officer, Dale M. Penny, each of the: Chief Financial Officer, Richard J. Seaman; the Executive Vice President/Assistant Secretary, Valerie Bailey; the Senior Vice President, Scott C. Weaver; the Senior Vice President for Program, Robert Coates; the Senior Vice President for Advancement, Karen Davis; the Senior Vice President for Marketing, Jamie Patten; and the Senior Vice President for Business Development, Steven Nolan; be, and each hereby is, individually authorized, empowered and directed to execute on behalf of the Corporation all cooperative agreements and other contracts requiring such execution, and to make, execute and deliver, under the corporate seal of the Corporation or otherwise, any and all written instruments necessary or proper to effectuate the power and authority hereby conferred.

Dated: July 9, 2013



Name: Peter H. Jost

Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	CONTACT NAME: Joan Aucoin	
	PHONE (A/C, No, Ext): 978 3227321	FAX (A/C, No): (978) 454-1865
E-MAIL ADDRESS: jaucoin@fredchurch.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hanover Insurance Company		22292
INSURER B : United Educators Insurance, a Reciprocal Risk Retention Group		10020
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 25254 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CGL201200420300	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AHN9487242	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			GLX201200420300	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
13-14 GL Umb Auto

CERTIFICATE HOLDER

State of New Hampshire
 Dept of Resources and Economic Development
 172 Pembroke Rd
 Concord, NH 03302-1856

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Herman P Laturnau

Client # 3523 Mst # 25254

Cert Holder # 46400

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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-615-661-7500 Arthur J. Gallagher Risk Management Services, Inc. Gallagher Healthcare 5500 Maryland Way, Suite 330 Brentwood, TN 37027 Branden Miller	CONTACT NAME: April Rushton PHONE (A/C, No, Ext): 615-377-5155 E-MAIL ADDRESS: april_rushton@ajg.com FAX (A/C, No): 615-263-5881
INSURED Student Conservation Association 689 River Road Charlestown, NH 03603	INSURER(S) AFFORDING COVERAGE INSURER A: LIBERTY MUT INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 32625402 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC1Z11253482013	03/20/13	03/20/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER State of New Hampshire Dept of Resources & Economic Development Attn: Johanna Lyons Pembroke Road 1, NH 03302-1856 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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