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STATE OF NEW HAMPSHIRE
 DEPARTMENT of NATURAL AND CULTURAL RESOURCES
 DIVISION of PARKS and RECREATION
 172 Pembroke Road Concord, New Hampshire 03301
 Phone: (603) 271-3556 Fax: (603) 271-3553
 Web: www.nhstateparks.org

February 12, 2018

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a **SOLE SOURCE** contract with Rockingham County Conservation District (VC #154584), Brentwood, NH in the amount of \$39,700 for ecosystem restoration efforts at Odiorne Point State Park upon Governor and Executive Council approval through December 31, 2019. **100% Agency Income**

Funding is available as follows:

	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
03-35-35-351510-37200000			
Service Parks	\$9,925	\$19,850	\$9,925
103-502664 Contracts for Operation Services			

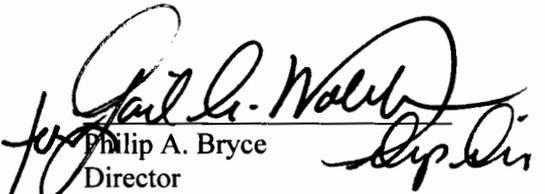
EXPLANATION

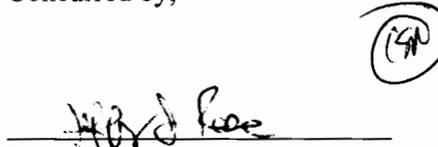
The Rockingham County Conservation District (RCCD) in cooperation with the Division of Parks and Recreation (Division) has worked to restore the ecosystem at Odiorne Point State Park over the past 7 years by removing invasive species and planting native plants and shrubs. The state provided base funding of \$11,400 for the first time in 2014-2015 which allowed RCCD to apply for and received \$87,291 in grant funds to carry out tasks similar to those proposed for 2018. The funding provided through this contract will be used for the following: volunteer coordination, herbicide application, plot monitoring, completion of a Operation and Management Plan, mowing, rare plant survey and base funding for grant writing as well as serving as a cash match for the RCCD. The match will support their efforts to obtain additional grant funding for the continuation of ecosystem restoration activities at Odiorne Point State Park as recommended in the *Odiorne Point State Park Invasive Plant Management Plan, Rye, NH*. The Division respectfully requests sole source approval of this contract in order to continue this unique collaborative ecosystem restoration effort.

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

Submitted by,

Concurred by,


 Philip A. Bryce
 Director


 Jeffrey J. Rose
 Commissioner

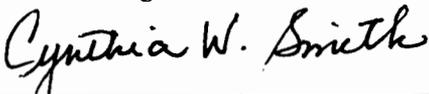
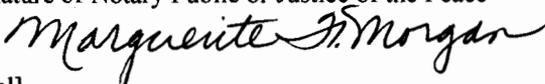
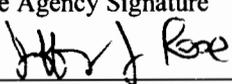
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DNCR - Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Rd	
1.3 Contractor Name Rockingham County Conservation District		1.4 Contractor Address 110 North Road, Brentwood NH 03833	
1.5 Contractor Phone Number 603-679-2790	1.6 Account Number 37200000- 103 -502664	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$39,700
1.9 Contracting Officer for State Agency Johanna Lyons		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CYNTHIA W. SMITH CHAIRMAN	
1.13 Acknowledgement: State of New Hampshire , County of Rockingham On <u>Feb. 8, 2018</u> , 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 s/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 Marguerite F. Morgan, 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 <i>(if applicable)</i> By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: <u>2/28/18</u>			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> By: On:			

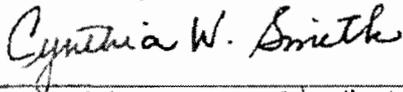
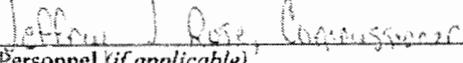
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1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
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1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory  Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>WJH</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On:			
1.18 Approval by the Governor and Executive Council (if applicable) 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, 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 1.18, 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 1.14 ("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 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 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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/PRESERVATION.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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 Natural and Cultural Resources
Division of Parks and Recreation**

Odiorne Point State Park - Ecosystem Restoration Project

EXHIBIT A

Summary of Services

The consultant shall provide the following:

1. Volunteer Coordination/Implementation:

RCCD will continue to solicit and manage school groups and others to complete restoration planting and invasive plant control as recommended in the plan. Additional work will include providing assistance with native grass seeding and planting materials in areas that have been mowed and received initial herbicide treatments. Additional tours/restoration progress reports will likely be offered to natural resource agencies and interested partner groups. Several restoration activities involving students and organizations are planned for the next year. These volunteer hours will be used as match toward grant awards.

2. Completion of Operation and Management Plan for Existing Restoration Fields:

Monitor and review each field and document practices and timeframes completed (generally for past practices, more specific for more recent practices). Operation and maintenance plan shall include up to 70+/- acres, to include the following Fields: 21, 29, 30, 31, 15, 17, 18, 14, 10 & 11, and portions of Fields 27 and 13. Recommendations will also be provided for newly initiated restored fields including Fields 6, 13, 20 and 22-26. Additional Fields will be added to the plan as work is initiated in them.

Points of interest within fields, such as monitoring plots, will be GPS located and presented on maps for conservation practices completed in specific areas within each field. Documentation and spreadsheet to be completed with list of ongoing management objectives 1 year, 3 year, and 5 year cycles to be included. A history of management activities will be documented by Field for all work since 2009 and will be updated annually.

3. Rare Plant and Cultural Resource Surveys including detailed mapping delineation of Frost Point fields:

a. Complete cursory rare plant surveys prior to conservation practices for newly managed fields.

b. Detailed mapping for Fields with access from Route 1A/Bike path through existing road/pathway to Frost Point, with proper natural resource, cultural, and restoration options for each area. This shall include completed Phase 1B archeological survey.

4. Funding application(s)

Complete up to four additional funding applications for continued habitat restoration implementation at Odiorne and provide required grant reporting.

5. Reporting

Qualitative reporting will be prepared for each Field under management annually, and presented to DNCR and the Odiorne Resource Management Committee.

6. Mowing restoration

Complete up to 12+/- acres of priority mowing as shown on Priority Mowing Areas Map, December 2017. Sub-contractor shall be selected and will work with RCCD staff to ensure appropriate restoration objectives are achieved. This work will be used as match for existing and expected grants during the funding period.

Contractor Initials

CWS

Date

2-8-2018

EXHIBIT B

Contract Price / Price Limitation / Payment

Invoices shall be submitted quarterly. Total contract not to exceed: \$39,700

EXHIBIT C

22. SPECIAL PROVISIONS.

- a. An annual report summarizing all project activity during the past year including field treatment and number of community volunteers that participated in the project.
- b. Contractor agrees to consult with the NH Division of Parks and Recreation, NH Natural Heritage Bureau, NH Fish and Game Department, NH Department of Agriculture, NH Division of Historical Resources, NH Department of Environmental Services and other state and federal agencies as needed to review the work plan and make any addendums or amendments to the plan that may be required.
- c. The contractor shall conduct a survey for rare plant species in the treatment areas prior to work being initiated.
- d. The contractor shall notify the NH Natural Heritage Bureau of any rare plants species and/or state listed or federally listed species (threatened, endangered or species of special concern) discoveries.
- e. All permits necessary for the Contractor to perform the Services shall require prior approval from the State.
- f. The activities of the Contractor in its performance of the Services shall not adversely impact the access, use, and enjoyment of Odiorne Point State Park by the general public.
- g. This Agreement shall not transfer to the Contractor any claim, interest or right held by the State and the Contractor shall in no way nor at any time interfere, prevent, or obstruct any activity, operation, management, or use of land or rights held by State.
- h. The Contractor shall have no authority to bind or obligate the State in any way or at any time for any reason, including but not limited to any and all obligations, conditions, restrictions, or stipulations of any grant funding, donations, subcontracts, regulatory permits or other agreements obtained or executed by the Contractor in its performance of the Services. Third party grants, regulatory permits, donations or other contributions or material support shall not constitute a claim or interest within the Park.
- i. The general provision of part 13. **INDEMNIFICATION**, shall apply to these **Special Provisions** and is incorporated herein by reference.

Contractor Initials

CWS

Date

2-8-2018

CERTIFICATE of AUTHORITY

I, Robert Goodrich, Vice Chair of the Rockingham County Conservation District do hereby certify that:

(1) I am the duly elected Vice Chair;

(2) at a meeting held on **January 24, 2018**, the Rockingham County Conservation District voted to accept NH DNCR, Division of Parks and Recreation funds and to enter into a contract with NH DNCR, Division of Parks and Recreation;

(3) the Rockingham County Conservation District further authorized the Chairman 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:

Cynthia W. Smith

Chairman

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chair of the Rockingham County Conservation District, this 2-8-18 day of February, 2018.



Robert Goodrich, Vice Chair

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 8th day of February 2018, before me Marguerite F. Morgan
(Notary Public)

the undersigned officer, personally appeared Robert Goodrich who acknowledged himself to be the Vice Chair of the Rockingham County Conservation District 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.


(Notary Public Signature)

Commission Expiration Date:
(Seal) 9-8-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2018

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 Caleb Kirby American Family Financial Group LLC 55 South Commercial Street, Box 8A Manchester NH 03101	CONTACT NAME: Caleb Kirby PHONE (A/C, No, Ext): 603-432-2944 E-MAIL ADDRESS: ckirby@amfamfinancial.com	FAX (A/C, No): 603-432-4732
	INSURER(S) AFFORDING COVERAGE	
INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833	INSURER A: Farm Family Casualty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			2801 L 0345	07/08/2017	07/08/2018	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
								MED EXP (Any one person) \$ 5,000
								PERSONAL & ADV INJURY \$ 1,000,000
	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) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N / A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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)

Landscape Gardening/Contractor

CERTIFICATE HOLDER **CANCELLATION**

New Hampshire Department of Natural and Cultural Resources 172 Pembroke Road Concord NH 03301	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 Caleb Kirby
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