



The State of New Hampshire MAY07'21 AM11:45 RCVD
Department of Environmental Services



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Robert R. Scott, Commissioner

April 19, 2021

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the Great Bay Stewards, Inc. (VC #208564-B001), Greenland, NH, in the amount of \$23,409, to accomplish key tasks as part of the Great Bay Living Shorelines Project, effective upon Governor & Council approval through May 30, 2022. Funding is 100% Federal Funds.

Funding is available in the account as follows.

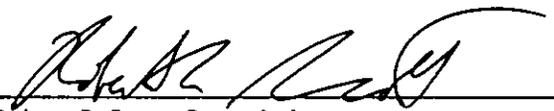
	<u>FY 2021</u>
03-44-44-442010-12090000-072-500573	\$23,409
Dept. Environmental Services, Coastal Resilience, Grants-Federal	

EXPLANATION

This agreement is with the Great Bay Stewards (GBS) as part of a larger collaborative project funded as part of a competitive award provided by the National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund. The goal of the Great Bay Living Shorelines Project is to create a pipeline for living shoreline projects that protect salt marsh habitat and coastal communities from erosion, sea-level rise, and flooding in the Great Bay Estuary municipalities of Dover, Durham, Newmarket, and the Great Bay National Estuarine Research Reserve. This award is **SOLE SOURCE** because GBS was part of the collaborative team that created and submitted the project proposal to NFWF. The project builds on several years of work by the NHDES Coastal Program, GBS, and other partners. Due to GBS's role training stakeholders about pilot living shoreline projects in the Great Bay Estuary, GBS is uniquely qualified to accomplish the specific tasks under this agreement, including recruiting and planning hands on training to professionals in a living shoreline design training program.

Total project costs for this agreement are budgeted at \$27,409. NHDES will provide 85.4% of the project costs through this federal grant. GBS will provide \$4,000 in matching funds. A budget breakdown is provided in Attachment A. In the event that the Federal funds become no longer available, general funds will not be requested to support this program. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.


Robert R. Scott, Commissioner

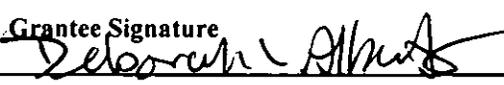
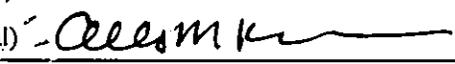
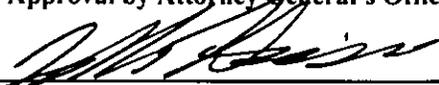
Subject: Great Bay Living Shorelines Project

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATIONS

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Grantee Name: Great Bay Stewards, Inc.		1.4 Grantee Address 89 Depot Road Greenland, NH 03840	
1.5 Effective Date Upon G&C approval	1.6 Completion Date May 30, 2022	1.7 Audit Date N/A	1.8 Grant Limitation \$23,409.00
1.9 Grant Officer for State Agency Kirsten Howard		1.10 State Agency Telephone Number (603) 559-0020	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Deborah Alberts, Chair	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>3/18/2021</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 & Title of Notary Public or Justice of the Peace <u>ALISON KNATZ, NOTARY PUBLIC</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>5/3/2021</u>			
1.17 Approval by the Governor and Council By: _____ On: / /			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional,

affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

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 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 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date 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, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 failure to submit any report required hereunder; or
- 11.1.3 failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

- 11.2.1 give the Grantee 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 Grantee notice of termination; and

11.2.2 give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. 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.

23. 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.

**Exhibit A
Scope of Services**

The goal of the Living Shoreline Stabilization for Communities and Tidal Wetlands in the Great Bay Estuary (NH) project (Great Bay Living Shorelines Project) is to create a pipeline for living shoreline projects that protect salt marsh habitat and coastal communities from erosion, sea-level rise, and flooding in the Great Bay Estuary municipalities of Dover, Durham, and Newmarket as well as the Great Bay National Estuarine Research Reserve.

The Great Bay Stewards (GBS), in partnership with the Great Bay National Estuarine Research Reserve (GBNERR), will complete the following tasks as described in more detail in the project proposal document “NCRF_Scaling Up LS in Great Bay_NHCP_Final submission package_amended 9-16-2020.pdf.”

Activities

PHASE I: WAGON HILL FARM LIVING SHORELINE MANAGEMENT & MONITORING

Activity 1: Durham Wagon Hill Farm (WHF) Living Shoreline Management

GBS and GBNERR have no direct role in Phase I Activity 1 of the project.

Lead: Durham

Activity 2: Survey and/or design work at WHF & Synthesize Lessons Learned for Phase II Technology Transfer

2.1 GBNERR has no direct role in Phase I Activity 2.1 of the project. UNH will complete as-built or other equivalent survey or design work for WHF nature-based shoreline management, as agreed upon with Durham and DES.

2.2 GBNERR will attend the tour and presentation and receive the summary report from UNH. The summary report will inform SRPC’s Road Map development in Activity 10. UNH will synthesize lessons learned to inform Great Bay priority LS site designs, informed by monitoring protocols established by Northeast Regional Resilience LS Monitoring Protocol Project. UNH will provide the project team partners with a guided WHF tour (in person or virtual), a presentation, and a summary report to share the monitoring findings and lessons learned about WHF LS design, permitting, and effectiveness at meeting erosion management and habitat restoration goals.

Lead: UNH

Estimated timeframe: 7/1/2021 to 3/31/2022

PHASE II: SCALING UP LIVING SHORELINES IN THE GREAT BAY ESTUARY

Activity 3. Develop Great Bay LS Priority Site Criteria

GBNERR staff will provide input to the identification and selection of criteria for Great Bay LS Priority sites through attendance at monthly input meetings, review of materials, and 1-2 one on one meetings with NHCP staff in order to help DES identify and select criteria to prioritize LS sites and develop a prioritization process using desktop spatial analysis and field verification. Site selection criteria will emphasize present-day erosion and flood risk, future erosion and flood risk, community asset protection, and tidal habitat functions and values (focused on salt marsh and coastal bank), as well as physical and social site characteristics.

Lead: DES

Estimated timeframe: G&C approval through March 2021

Activity 4. Identification of 10-15 Great Bay LS Priority Sites

GBNERR staff will assist NHCP to conduct a desktop analysis of the potential LS priority sites in Great Bay. GBNERR staff will provide spatial data and other site information, as requested. GBNERR staff will participate in monthly input meetings, review materials, and provide spatial analysis guidance to NHCP staff, as needed.

Lead: DES

Estimated timeframe: G&C approval through June 2021

Activity 5. Selection of 3-4 Great Bay LS Priority Sites for Preliminary Design

Provide input to SRPC as they lead the process to engage landowners in the selection of 3-4 LS Design Sites, including in discussions about potential site on GBNERR property, if applicable. Participate in monthly meetings.

Lead: SRPC

Estimated timeframe: G&C approval through August 2021

Activity 6. Establish Great Bay Living Shoreline (LS) Training Teams

6.1 GBNERR and GBS will work with NHCP to develop and release a request for proposals to recruit 3-4 Great Bay LS Design Teams from the NH Living Shorelines Professionals Network. GBNERR staff will work with the NHDES Coastal Program to advertise the opportunity to the NH LS Professionals Network and other venues.

6.2 GBNERR and GBS will assist DES and UNH to design a curriculum for Great Bay LS Design Teams.

6.3 GBNERR and GBS will assist DES and UNH to select and confirm 3-4 Great Bay LS Design Teams, each team assigned to one of the 3-4 priority sites selected in Activity 5. GBS will administer stipends to the 3-4 Great Bay LS Training Teams that are selected to participate in the Great Bay LS Project.

Lead: DES/UNH

Estimated Timeframe: G&C approval through July 2021

Activity 7. Existing Conditions Site Survey and Assessment

If a GBNERR site is selected as a priority LS Design Site, participate in site survey and assessment with UNH and the LS Training Team for the GBNERR site. UNH will engage Design Teams to conduct existing conditions topographical survey, water level monitoring, and site condition assessment for 3-4 priority LS design sites. UNH will lead data collection and assessment to characterize the current erosion, and marsh and buffer plant communities. Design Teams will participate in the site assessment at their assigned site to learn about UNH's process and methods that are aligned with monitoring protocols developed as part of the Northeast Resilience Living Shoreline project. UNH and Design Teams will assess habitat presence and condition, potential erosion and/or flood stressors, and likely future conditions at the site. All UNH COVID-19 protocols will be followed for site visits.

Lead: UNH

Estimated timeframe: July 2021 through October 2021

Activity 8. Preliminary LS Engineering Designs

If a GBNERR site is selected as a priority LS Design Site, participate in the engineering design process with UNH and the LS Training Team for the GBNERR site.

8.1 For each site, UNH and the Design Teams will conduct a design consultation with the relevant landowner/stakeholders. GBNERR, GBS, DES, and SRPC will provide assistance, as needed.

8.2 For each site, UNH and the associated Design Team will conduct a design charrette exercise. The design charrette process will be planned and facilitated with assistance from DES and GBNERR.

8.3 For each site, UNH and the Design Team will complete 50% design plans and share them with the project team and landowner for comments. Any critical comments from the landowner will be addressed/responded to by UNH and the Design Team.

Lead: UNH

Estimated timeframe: October 2021 to April 2022

Activity 9. LS Training Team Technology Transfer Event

GBNERR staff will work with NHCP to design and carry out the Great Bay LS Technology Transfer event either in person or potentially with a hybrid remote option or fully remote. GBNERR will help NHCP and UNH coordinate presentations by the LS Training Teams, advertise and recruit participants to the event, and host the event (if applicable). GBNERR staff will work with NHCP to conduct a follow up evaluation of the event with participants and summarize evaluation results to the project team.

Lead: GBNERR/DES

Estimated timeframe: April-May 2022

Activity 10. Road Map to Improve Great Bay Living Shoreline Project Pipeline

GBNERR staff will provide input, from the perspectives of a state agency, landowner, and outreach/education program to SRPC staff as they develop the Road Map. Input may be requested at monthly team input meetings, workshops, one on one interviews, and/or via survey. Review the draft Road Map and provide comments to SRPC.

Lead: SRPC

Estimated timeframe: January-May 2022

Activity 11. Project Administration, Team Coordination & Reporting

GBNERR staff will participate in team coordination meetings (usually part of monthly meetings) and complete required reports. **Interim and Final Reports:** GBS/GBNERR shall provide two (2) semi-annual progress reports and one (1) final report. Semi-annual report #1 will cover the period of the project period start date (June 1, 2020) through April 30, 2021 and will be due on May 10, 2021. Semi-annual report #2 will cover the period of May 1, 2021 through October 31, 2021 and will be due on November 10, 2021. The final report will summarize activities throughout the entire project period from June 1, 2020 through May 31, 2022, including at least 2 photos of the project work. The final report will be due on May 31, 2022.

Lead: DES

Estimated timeframe: G&C approval through August 2022

Deliverables:

- 3.0 Assistance provided in criteria development
- 4.0 Assistance provided in site selection
- 6.0 3-4 LS Design Teams recruited and stipends administered
- 7.0-8.0 LS Design Team curriculum developed and executed, including design charrette sessions
- 9.0 LS Training Team Technology Transfer event completed and evaluated
- 10 GBNERR/GBS input provided to Road Map
- 11 Monthly team meetings attended by at least one GBNERR staff. Interim and final reports completed.

GBS/GBNERR Budget Estimate by Task

Activity	NFWF funds to GBS	GBNERR match	GBS Match
1.1 WHF LS mgmt	\$0.00		
1.2 WHF monitoring	\$0.00		
2.1 WHF survey or design	\$0.00		
2.2 WHF lessons learned	\$0.00		
3 GBLS site criteria	\$0.00	\$1,000.00	
4 ID 10-15 GBLS sites	\$0.00	\$500.00	
5 Select 3-4 GBLS Design Sites	\$0.00	\$500.00	
6 Establish GBLS Design Teams	\$20,000.00		\$500.00
7 Site survey & assessment	\$0.00		
8 Preliminary LS designs	\$400.00		
9 LS Design Team Event	\$668.00		\$500.00
10 Road Map for GBLS pipeline	\$0.00		\$500.00
11 Team coordination & reporting	\$2,341.00	\$500.00	
Subtotals	\$23,409.00	\$2,500.00	\$1,500.00
Total Project Cost	\$27,409.00		

Funding Credit and ADA Compliance:

Acknowledgement of Support: All final work products and outreach materials shall include the NHDES and NHCP logos and shall state that "This project was funded, in part, by the National Fish and Wildlife Foundation National Coastal Resilience Fund in conjunction with the NH Department of Environmental Services Coastal Program." The Contractor must obtain prior NFWF approval for the use relating to this sub-award of the NFWF logo.

ADA Compliance: All final work products must meet the Americans with Disabilities Act (ADA) 508 requirements and are guided by best practices outlined in the Web Content Accessibility Guidelines (WCAG) AAA standards, including sans-serif fonts, underlined

and descriptive text links, color best practices, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, and signage.

Exhibit B
Method of Payment and Contract Price

The State shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$23,409.00. Matching funds provided by the Grantee shall total at least \$4,000.00 of non-federal cash and in-kind services. Any costs incurred on related project activities prior to G&C approval will be supported by non-federal match or other in-kind resources. Eligible non-federal match may be reported for activities related to the project beginning from June 1, 2020.

Exhibit C Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

Subparagraph 17.1.2 of the General Provisions shall be changed to read: "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 \$1,000,000 aggregate; and".

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration and the National Fish and Wildlife Foundation under CFDA # 11.473. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Grantee.

In addition to the General Provisions of Paragraph 1 through 24, the Grantee is required to comply with the Uniform Guidance issued by the Office of Management and Budget (OMB).

The Grantee is required to comply with the following:

Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

- The Grantee shall ensure that no payments have been or will be made or received by the NFWF Grantee in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 et seq.), the UK Bribery Act 2010, or any other applicable anticorruption laws or regulations in the countries in which the Grantee performs under this Grant Agreement.
- The Grantee shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the Grantee knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.
- The Grantee shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the

Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

In addition to the General Provisions of Paragraph 1 through 24, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Grantee shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) ***Financial management.*** The Grantee shall comply with 15 CFR part 24.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 15 CFR part 24.22; and OMB Circular A-87.

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 15 CFR part 24.24 and OMB Circular A-87.

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 15 CFR part 24.32 and 15 CFR part 24.33.

VI) ***Debarment and Suspension.*** The grantee shall comply with 15 CFR part 26. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 15 CFR part 24.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. **Assignment of Subcontracts.** The Grantee shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. **Subcontracts.** The Grantee shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) ***Participation by Disadvantaged Business Enterprises.*** The Grantee shall comply with the terms of 15 CFR part 24.36(e), which requires that organizations conduct a competitive procurement

process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) New Restrictions on Lobbying: Interim Final Rule. The Grantee shall comply with the terms of 15 CFR part 28 and OMB Circular A-87 which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

X) Drug-Free Workplace. The Grantee shall comply with the terms of 15 CFR part 26 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Grantee's obligations under such contract.

c. A payment bond on the part of the Grantee for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 068750236.

CERTIFICATE

I, Jack O'Reilly, Vice Chair of the Great Bay Stewards, Inc., do hereby certify that:

- (1) I am the duly elected Vice Chair;
- (2) at the meeting held on February 11, 2021, the Great Bay Stewards, Inc. voted to accept DES funds and to enter into contracts with the Department of Environmental Services;
- (3) the Great Bay Stewards, Inc. further authorized the Chair to execute any documents which may be necessary for the contracts;
- (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:

Deborah Alberts

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chair of the Great Bay Stewards, Inc., this 19th day of 3/ 2021.

Jack O'Reilly
Signature of Certifying Officer

Jack O'Reilly
Printed name of Certifying Officer

STATE OF NEW HAMPSHIRE
County of Rockingham

On this the 19 day of March, 2021, before me Allison Knab the undersigned officer, personally appeared Jack O'Reilly, who acknowledged himself/herself to be the Vice Chair of the Great Bay Stewards, Inc. 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.

Allison M. Knab
Signature of Notary Public

ALLISON M. KNAB
Printed name of Notary Public

Commission Expiration Date:
(Seal)

6/5/2024

State of New Hampshire

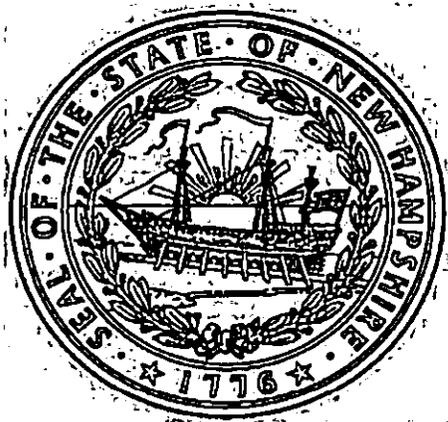
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREAT BAY STEWARDS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 26, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 239305

Certificate Number: 0004896501



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2021

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 Foy Insurance - Exeter 64 Portsmouth Ave PO Box 1030 Exeter NE 03833		CONTACT NAME: Nancy Bird CISR ACSR CIC PHONE (A/C No. Ext): (603) 772-4781 FAX (A/C No.): (603) 772-3246 E-MAIL ADDRESS: nancy.bird@foyinsurance.com															
INSURED Great Bay Stewards INC. 89 Depot Rd Greenland NE 03840-2151		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: Security National Ins. Company</td> <td>40533</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Cincinnati Insurance Company	10677	INSURER B: Security National Ins. Company	40533	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: REV MASTER 2020-2021 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 INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EXP 0093555	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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	3.A State NH SWC1311223 Deb Alberts EXCLUDED Fred Mason EXCLUDED Kristin Lawton EXCLUDED	11/21/2020	11/21/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations usual & customary of a Civic Group: The certificate holder - NH Department of Environmental Services is listed as an Additional Insured in regards to General Liability policy per form CG 20 10.

CERTIFICATE HOLDER (603) 271-7894 allison.knab@greatbaystewards.com NH Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302	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 Michael Foy/ENANCY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
THE DEPARTMENT OF ENVIRONMENTAL SERVICES	ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most

we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Attachment A
Budget Estimate**

Item	State (NFWF)	Non-Federal (match)	Cash or in-kind?	Total
Personnel				
Fringe*				
Equipment				
Travel				
Supplies	\$1,068			\$1,068
Sub-Contractual	\$20,000			\$20,000
Construction				
Other				
Indirect	\$2,341	\$4,000	In-kind & cash	\$6,341
TOTALS	\$23,409	\$4,000		\$27,409