



New Hampshire Fish and Game Department

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HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
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www.WildNH.com
e-mail: info@wildlife.nh.gov
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February 9, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **Retroactive Sole-Source** grant agreement with the Wells National Estuarine Research Reserve Management Authority (WNERR), (vendor code 248521), Wells ME, in the amount of \$67,230.00 to work with NHFG on research to better understand population dynamics of juvenile lobster upon the date of Governor and Council approval from September 1, 2021 through August 31, 2023. 100% Federal Funds.

Funding is available in account Marine Fisheries Management as follows:

03-75-75-753020-22880000 MARINE RESOURCES – MARINE FISHERIES MANAGEMENT

	<u>FY22</u>
20-07500-22880000-103-502507 Contracts for Operational Services	\$67,230

EXPLANATION

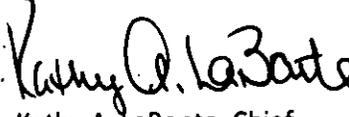
The NHFG submitted a competitive application to the National Oceanic and Atmospheric Administration (NOAA) and was awarded federal Sea Grant funds to conduct research to assist in gaining a better understanding of population dynamics of American lobster. Sole source is requested because this proposal was developed and submitted collaboratively with investigators at the WNERR and they are instrumental to the project. They will perform work as a sub-recipient to implement project activities as identified in the approved federal award and are contributing required non-federal matching funds for the federal funding received. Therefore, NHFG will provide 100% federal funds for this agreement.

WNERR will work in tandem with NHFG to design and test a trap that effectively samples juvenile lobsters, an understudied segment of the population, to help more effectively manage this important fishery. Once the novel trap has been tested and calibrated, SCUBA surveys and traditional ventless traps will be used to explore the relationship between lobster density, temperature, and catch. The partners will work towards a common goal to better understand the degree to which ventless traps accurately reflect the size structure of the sublegal lobster population. Data analyses obtained from this project will inform future stock assessments and lay the groundwork for a long-term monitoring program that includes early benthic phase lobsters and the linkages between each life history phase of the American lobster.

We are requesting a retroactive grant agreement back to September 1, 2021 to coincide with the federal grant period approved by NOAA. The federal grant was formally awarded just before the start date and we then needed to complete the process of accepting funds into the state budget and developing appropriate grant agreements with the sub-recipient organizations. This will allow all costs and matching expenses that are otherwise eligible to be charged against the federal award.

Respectfully submitted,

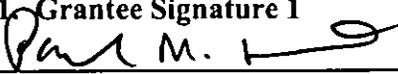
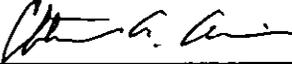

Scott R. Mason
Executive Director


Kathy A. LaBonte, Chief
Business Division

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows: GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Fish and Game Department		1.2. State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name Wells National Estuarine Research Reserve Management Authority		1.4. Grantee Address 342 Laudholm Farm Road, Wells, ME 04090	
1.5 Grantee Phone # (207) 646-1555	1.6. Account Number 20-075-2288-103-502507	1.7. Completion Date August 31, 2023	1.8. Grant Limitation \$ 67,230
1.9. Grant Officer for State Agency Scott R. Mason, Executive Director		1.10. State Agency Telephone Number (603) 271-3511	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Paul M. Dest, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Scott R. Mason, Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 2/22/2022	
1.16. Approval by Governor and Council (if applicable)			
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"), 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 B (the scope of work being hereinafter 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper, 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 OR 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 of employee of the Grantee, and no representative, officer or 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 interest 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, workmen'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 B 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 or 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.**
- 17.1 The Grantee shall, at its own 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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
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 of 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, if required or by the signing State Agency.
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.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
Special Provisions

1. **Federal Funding.** This Agreement is supported by a Federal assistance award from the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA). All Federal laws, regulations, and award terms and conditions applicable to Department of Commerce award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Agreement. EXHIBIT D provides further Federal award and compliance information and required certifications.
2. **Period of Performance.** The Project period of performance for this Agreement is September 1, 2021 through August 31, 2023. Expenditures incurred prior to the beginning of the Period of Performance or subsequent to the end date are not allowable costs. If the provision of services by the Grantee precedes the Effective date as determined by paragraph 4.1 of the General Provisions all services performed by the Grantee shall be performed at the sole risk of the Grantee. In the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred for the Project prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Agreement.
3. **Effective Date: Completion of Project.** Paragraph 4.2 of the General Provisions is hereby modified to add after the last sentence the following new sentence: The Grantee shall submit a final performance report and a final report of expenditures within 60 days of the Completion Date.
4. **Records and Accounts.** Paragraphs 7.1 and 7.2 of the General Provisions are hereby modified to revise the record retention period from "...seven (7) years after the Completion Date,..." to three (3) years after submission of the Grantee's final financial report, except that if any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
5. **Data; Retention of Data; Access.** Paragraph 9.3 of the General Provisions is hereby replaced with the following: Subject to provisions applicable to federal awards, the Grantee may copyright material that is developed by its staff in the course of or under this Agreement. The Grantee shall grant to the Federal government, and others acting on its behalf, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the material developed under this agreement.
6. **Insurance.** The insurance provisions of paragraph 17 with respect to subcontractors or subgrantees are waived. The insurance amounts required by 17.1.2 are hereby modified to general liability insurance for bodily injury and property damage of not less than \$400,000 combined per occurrence consistent with State of Maine self-insurance statutory limits.

EXHIBIT B
Scope of Work

A. AGREEMENT NO. NHFG-2022-01

B. PROJECT TITLE: THE INFLUENCE OF SEASON AND TEMPERATURE ON THE DISTRIBUTION AND ABUNDANCE OF JUVENILE LOBSTERS ASSESSED VIA TRADITIONAL VENTLESS AND NOVEL EARLY BENTHIC PHASE TRAPS.

C. PROJECT PERIOD: September 1, 2021 – August 31, 2023

D. SCOPE OF WORK:

The New Hampshire Fish and Game Department (NHFG) is the recipient of grant award No. NA21OAR4170373 (the “Prime Agreement”) with NOAA’s National Sea Grant College Program (“Federal Awarding Agency”) with a start date of September 1, 2021 and an end date of August 31, 2023. The Prime Agreement provides for collaborative effort by NHFG and the Wells National Estuarine Research Reserve (Wells NERR) to be implemented through appropriate contractual or sub-award arrangements.

Wells NERR, as the Grantee, shall complete actions identified below and further described in the funded proposal titled “THE INFLUENCE OF SEASON AND TEMPERATURE ON THE DISTRIBUTION AND ABUNDANCE OF JUVENILE LOBSTERS ASSESSED VIA TRADITIONAL VENTLESS AND NOVEL EARLY BENTHIC PHASE TRAPS.” This Agreement, between NHFG and the Grantee, consists of the following documents: Exhibits A, B, C, and D, which are all incorporated herein by reference as if fully set forth herein.

Actions to be performed by the Grantee are summarized below.

The Wells NERR Co-PI and Wells NERR Postdoctoral Fellow will work in tandem with the NHFG PI to design and test a trap that effectively samples juvenile lobsters, an understudied segment of the population for helping to more effectively manage this important fishery. Once this novel trap has been tested and calibrated, we will partner with the PI to help support SCUBA surveys and utilize traditional ventless traps to explore the relationship between lobster density, temperature and catch. In addition, the Wells staff will work towards a common goal to better understand the degree to which ventless traps accurately reflect the size structure of the sublegal lobster population. Finally, the Wells personnel will assist the PI in data analyses obtained from this project to inform future stock assessments and lay the groundwork for a long-term monitoring program that includes early benthic phase lobsters and the linkages between each life history phase of the American lobster. In summary, the Wells NERR will work with the NHFG PI on this project to address and complete the following three objectives:

Objective 1. Develop a trap with selectivity towards early benthic phase lobsters, with emphasis on exploring the efficacy of using these traps as part of a regional survey to track trends in the EBP population. These data will allow us to provide baseline data on seasonal distribution of EBP to better understand changes in this segment of the population under a warming environment.

Objective 2. Fish traditional ventless traps and EBP traps at similar locations as SCUBA surveys to better understand the following:

- 1) The impact of water temperature on catch.

Grantee Initials PMD
Date 1/22/22

2) The seasonal abundance and distribution of EBP lobsters. In particular, whether they undergo seasonal movements similar to those of larger lobsters.

Objective 3. Explore ventless trap catchability by lobster size, temperature, and location, using video monitoring and stocking experiments to evaluate:

- 1) What size lobsters tend to approach and enter a trap first?
- 2) If large lobsters enter first do they deter small lobsters, and conversely, if small lobsters enter first, do they deter large lobsters?

E. DELIVERABLES SCHEDULE:

Performance Progress Reports: The Grantee shall provide a final programmatic report to the NHFG Principle Investigator within 60 days of the Completion Date of this Agreement, which compares actual accomplishments to the objectives of this Agreement and the Federal award, as applicable, per requirements at 2 CFR 200.329. The first interim Performance Progress Report will cover a period of nine months from the start date of the Prime Agreement. Following reports are due annually and all interim Performance Progress Reports are due 15 days after the reporting period end date. The Grantee's reports will be in a format agreeable to NHFG and include copies of all reprints, conference papers, etc. resulting from work funded under this Agreement. NHFG's Principal Investigator and the Grantee's Co-Principle Investigator shall adjust reporting schedules as necessary to meet the Federal reporting requirements of the Prime Agreement.

F. KEY PERSONNEL:

The Grantee's Principal Investigator is as follows:

Jason Goldstein
Research Director
Wells NERR
342 Laudholm Farm Road
Wells, ME 04090
jgoldstein@wellsnerr.org

The Grantee's fiscal and administrative contact is as follows:

Paul Dest
Executive Director
Wells National Estuarine Research Reserve
342 Laudholm Farm Road
Wells, ME 04090
dest@wellsnerr.org

EXHIBIT C
Payment Terms

1. For the performance of tasks described in Exhibit B NHFG agrees to reimburse the Grantee up to \$67,230 of Federal funds for allowable Project expenses in accordance with the Prime Agreement and the Grantee's budgeted cost categories hereby incorporated into this Agreement.

Budget

Year 1		Year 2		Total	
FEDERAL	MATCH	FEDERAL	MATCH	FEDERAL	MATCH
\$38,571	\$19,602	\$28,659	\$20,449	\$67,230	\$40,051

Total Project Costs by Category Year 1

	Federal Funds	Est. Match	Total
Personnel	\$15,500	\$8,500	\$24,000
Fringe Benefits	\$6,100	\$0	\$6,100
Travel	\$1,770	\$0	\$1,770
Equipment	\$0	\$0	\$0
Supplies	\$4,800	\$390	\$5,190
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$1,500	\$2,500	\$4,000
Sub-total Direct Charges	\$29,670	\$11,390	\$41,060
Indirect Charges	\$8,901	\$8,212	\$17,113
Total	\$38,571	\$19,602	\$58,173

Total Project Costs by Category Year 2

	Federal Funds	Est. Match	Total
Personnel	\$13,500	\$10,500	\$24,000
Fringe Benefits	\$4,275	\$600	\$4,875
Travel	\$1,770	\$0	\$1,770
Equipment	\$0	\$0	\$0
Supplies	\$1,000	\$390	\$1,390
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$1,500	\$1,500	\$3,000
Sub-total Direct Charges	\$22,045	\$12,990	\$35,035
Indirect Charges	\$6,614	\$7,459	\$14,073
Total	\$28,659	\$20,449	\$49,108

2. Project costs of the Grantee shall comply with the cost principles applicable to the Grantee's type of organization as required in 2 CFR 200 Subpart E – Cost Principles. Indirect costs will be reimbursed in accordance with the Grantee's most recent negotiated rate agreement as required in 2 CFR 200.414. If applicable, the Grantee shall provide NHFG a copy of the most recent rate agreement memorandum it has negotiated with its cognizant Federal agency. Fringe benefits will be reimbursed in accordance with the Grantee's institutional policies and shall be based on such cost and pricing data as are reasonably required to establish the appropriateness of the Grantee's rates.
3. The Grantee shall cost-share \$40,051 or at least 37.3% of total Project costs as the match for federal funds during the term of this agreement. Cost-sharing may be in the form of cash or in-kind services for direct or indirect Project expenses in accordance with the Grantee's approved budget. The Grantee must maintain in its official accounting records an accounting of \$107,281 as the total Federal and non-Federal share to clearly identify the nature of each expense and to establish relatedness to the Agreement.
4. The Grantee is authorized to rebudget funds in accordance with the Prime Agreement. NHFG approval is required for rebudgeting that requires prior approval under the terms of the Prime Agreement. All requests for rebudgeting approval must be directed to the Authorized NHFG Representatives identified in EXHIBIT D.
5. The Grantee shall submit invoices for reimbursement of actual costs on a quarterly basis within fifteen (15) days after the end of the quarter, or not more frequently than monthly. Invoices must show the period for which reimbursement is being requested and must itemize the costs by budget category as shown on the budget. The invoice must show "current" costs, "cumulative" costs, cost sharing portion of total project costs, NHFG Subaward agreement number, and include certification as to truth and accuracy of invoice in accordance with 2 CFR 200.415.

Payment will be made based on invoices mailed or emailed to:

NH Fish and Game Department
Marine Division – Region 3
225 Main Street
Durham, NH 03824-4732
Atten: Joshua Carloni
Joshua.T.Carloni@wildlife.nh.gov

6. NHFG will pay properly submitted invoices within 30 days of receipt, except that reimbursement shall not be made until any required reports have been received and approved according to Exhibit B. Deliverables Schedule. The Grantee shall submit its final invoice, which must be marked "Final," no later than 60 days after the end date of this Agreement as specified in block 1.7 – Completion Date. The final invoice will be used as the Grantee's final report of expenditures.

7. Continuation of this agreement for the full project period is subject to availability of federal funds for this purpose. If funding is not available, the Grantee will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.
8. The Grantee agrees to maintain financial documents necessary to comply with State and Federal regulations, as applicable. Federal regulations are provided in Exhibit D.
9. Upon request by NHFG the Grantee shall refund any payments received for what are determined to be unallowable expenditures as a result of a State or Federal audit. The Grantee, however, has the right to establish that any such expenditures are allowable.
10. Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangement with the New Hampshire Fish and Game Department.

EXHIBIT D

1. Federal Award Information

Through execution of this agreement, Wells NERR (DUNS # 828792382) acknowledges that they are a sub-recipient of the New Hampshire Fish and Game Department under the National Sea Grant College Program (Sea Grant Support CFDA # 11.417) project titled "*The influence of season and temperature on the distribution and abundance of juvenile lobsters assessed via traditional ventless and novel early benthic phase traps*" and the corresponding federal assistance award NA21OAR4170373 from the Department of Commerce, National Oceanic and Atmospheric Administration, with a federal award date of August 20, 2021. The total Federal award to NHFG, as prime recipient, is \$160,412 and the total amount to Wells NERR as subrecipient is \$67,230. The award period of performance is September 1, 2021 to August 31, 2023.

NHFG Principle Investigator:
 Joshua Carloni
 Marine Biologist II
 NH Fish and Game
 603-868-1095
Joshua.T.Carloni@wildlife.nh.gov

NHFG Administrative Contact:
 Randy Curtis
 Federal Aid Administrator
 NH Fish and Game
 603-271-0801
randy.l.curtis@wildlife.nh.gov

2. Federal Compliances

Federal assistance awards are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The grantee shall comply with the following requirements, as applicable:

- a. Competitive Funding Opportunity Number NOAA-OAR-SG-2021-2006808 posted at Grants.gov on 02/19/2021.

- b. Program Authorization / Legislation: Sea Grant Support (CFDA# 11.417)
 - c. Department of Commerce Financial Assistance Standard Terms and Conditions
 - d. Federal-wide Research Terms and Conditions, as adopted by the Department of Commerce.
 - e. NOAA Administrative Standard Award Conditions
 - f. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted pursuant to 2 CFR § 1327.101
 - g. 2 CFR Part 25, Universal Identifier and Central Contractor Registration
 - h. 2 CFR Part 170, Reporting Subawards and Executive Compensation
 - i. 2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)
 - j. 2 CFR Part 1326, Government-wide Debarment and Suspension (Non-procurement)
 - k. 2 CFR Part 1329, Requirements for Drug-Free Workplace (Financial Assistance)
 - l. 15 CFR 28, New Restrictions on Lobbying
3. **Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions**
The grantee hereby certifies per Subpart C of 2 CFR Part 180 that neither the grantee nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds. The Grantee hereby represents that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 CFR Part 180 that implement E.O.s 12549 and 12689 "Debarment and Suspension." The grantee further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NHFG with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://sam.gov/content/home>.



wellsreserve

Wells National Estuarine Research Reserve

Research • Education • Stewardship

Certificate of Authority of the Wells Reserve Management Authority

I, Nicholas Charov, hereby certify that I am duly elected Officer of the Wells Reserve Management Authority ("Corporation").

I hereby certify the attached are a true copy of the Bylaws of the Corporation.

In these Bylaws, most recently amended on September 12, 2018, the Corporation authorizes the following officers or positions to bind the Corporation for contractual obligations:

Executive Director

Chairman

I further certify that, per a vote on August 24, 2021, the following individuals currently hold the office or positions authorized:

Executive Director: Paul Dest

Chairman: Nicholas Charov

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority shall remain valid for thirty (30) days from the date of this certificate.

DATED: January 20, 2022

ATTEST:

Nicholas Charov, Chairman, Wells Reserve Management Authority

**BYLAWS OF THE WELLS NATIONAL ESTUARINE RESEARCH RESERVE
MANAGEMENT AUTHORITY**

**ARTICLE I
NAME OF AUTHORITY**

Wells National Estuarine Research Reserve Management Authority

**ARTICLE II
PURPOSE**

The Wells National Estuarine Research Reserve Management Authority ("Authority") is established as an instrumentality of the State to support and promote the interests of the Wells National Estuarine Research Reserve ("Reserve") in accordance with State of Maine 1990 P & S Laws, ch.108, as amended in 2003.

**ARTICLE III
AUTHORIZATION**

The authorization for the establishment of the Authority is set forth under State of Maine 1990 P & S Laws, ch.108, as amended in 2003.

**ARTICLE IV
OFFICES**

The principal office of the Authority shall be located in the Town of Wells and State of Maine. The Authority may have offices at such other places within the State of Maine as the Authority may from time to time determine.

**ARTICLE V
MEMBERSHIP OF BOARD OF DIRECTORS**

Section 5.1. Board Members. The Authority has a board of directors that is composed of the following:

- a) The Commissioner of the Department of Agriculture, Conservation, and Forestry, or the commissioner's designee.
- b) The Regional Director of Region 5 of the United States Fish and Wildlife Service, or the regional director's designee.
- c) A representative of the Town of Wells as designated by the town's board of selectmen.
- d) The President of Laudholm Trust, or the Laudholm Trust board of directors' designee.
- e) A public member with an established reputation in the field of marine or estuarine research, appointed by the Governor for a term of three years.

Section 5.2. The following members are ex officio, nonvoting board members:

- a. The Director of the Maine Coastal Program, or the director's designee.
- b. The Director of the Office for Coastal Management at NOAA, or the director's designee.

Section 5.3. Removal and Resignation of Voting Members. The Authority's Board of Directors by a majority vote can request to one of the Authority's agency/organizational partners the removal of its voting representative on the Board. A request for removal can be the result of lapses in professional conduct or of unexcused absences from four meetings of the Board in any period of twelve months (except where leaves of absence have been granted). Unexcused absences from four meetings of the Board in any period of twelve months (except where leaves of absence have been granted) shall result in mandatory review by the remaining Board members, who shall decide for or against the recommendation to the agency partner of the removal its representative from the Board by a majority vote. Such a decision shall be conveyed in writing to the Board member and his/her appointing agency/organization. Any Board member may resign from the Board of Directors at any time by giving written notice to the Chair. The acceptance by the full Board of such resignation shall not be necessary to make it effective.

ARTICLE VI OFFICERS

Section 6.1. Officers. The officers of the Board of Directors shall consist of a Chair and Treasurer and Secretary.

Section 6.2. Chair. The Chair shall preside at all meetings of the Board and have the duties normally conferred by parliamentary authority as described in the current edition of Robert's Rules of Order.

Section 6.3. Treasurer. The Treasurer shall review quarterly bank and other financial statements – or more frequently, if necessary.

Section 6.4. Secretary. The Secretary shall attend Board meetings and draft meeting minutes. The Secretary shall send copies of such minutes to the Executive Director for recordkeeping. If the Secretary is unable to attend a Board of Directors meeting, it shall be the responsibility of the Secretary to secure an alternative person to fulfill the Secretary's responsibilities for such meeting.

Section 6.5. Employed Staff.

- a. Executive Director. The Board of Directors shall hire and discharge an Executive Director for the Reserve Subject to the Board, the Executive Director shall have general direction over the operations of the Reserve, including staff,

programs, finances and budget, facilities, and natural land; shall enter into cooperative agreements, grant agreements, and contracts on behalf of the Authority; shall implement all policies of the Authority; shall prepare an annual budget for presentation to and adoption by the Board; shall develop and submit to the Board changes in personnel policies; shall submit to the Board reports as may be required; shall provide staff support to the Board; and shall perform such other functions as the Board may direct. The Executive Director shall be responsible directly to the Board of Directors and shall attend all Board meetings without vote.

b. Other staff. Such employed staff as may be necessary to support the organization shall be hired and discharged by the Executive Director. The employed staff shall report directly to, and are accountable to, the Executive Director or his or her designees.

ARTICLE VII ELECTION OF OFFICERS

Section 7.1. Nominations. Nominations for Chair and Treasurer and Secretary shall be made from the membership of the Board.

Section 7.2. Election. The candidates for the Chair and the Treasurer and Secretary shall be elected by receiving a majority vote of the Authority's Board. Elections of officers shall take place every two years.

ARTICLE VIII MEETINGS

Section 8.1. Meetings. The Board of Directors shall meet quarterly and at any other times necessary.

Section 8.2. Quorum. There are five voting members; three members constitute a quorum.

Section 8.3. Special Meetings. Any voting member, ex-officio member, or the Executive Director may ask to have a meeting for emergency purposes. The chair of the Board will be notified and will initiate a telephone poll of the committee members. Every effort will be made to find a convenient time for all members. If two or more members object to an emergency meeting, or to voting on an issue by telephone poll, there will be no meeting or telephone poll.

Section 8.4. Open to the Public. All meetings shall be open to the public. Notice of Board meetings shall be advertised in local media and/or posted on the Wells Reserve's web site.

Section 8.5. Parliamentary Authority. Unless otherwise specified by the by-laws, the current edition of Robert's Rules of Order shall govern the business of the Board.

Section 8.6. Participation in Meetings by Remote Means. Board members may participate in meetings by means of a conference telephone or similar communications equipment (e.g. online webinar), by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at such a meeting.

ARTICLE IX ORDER OF BUSINESS

Section 9.1. The order of business at regular meetings of the Board shall consist of the following at a minimum:

- a. Roll call
- b. Review of minutes of previous meeting and action thereon
- c. Financial report
- d. Director's report
- e. Unfinished business
- f. New business
- g. Adjournment

ARTICLE X ADVISORY COMMITTEES

Section 10.1. Standing Committees. The advisory committees of the Authority are those described in the Wells Reserve Management Plan. Other advisory committees may be formed to meet the needs of the Authority.

The standing advisory committees include:

- a. Stewardship
- b. Research
- c. Education
- d. Building
- e. Coastal Training Program
- f. Library
- g. Volunteers

Section 10.2. Chairs to be Ex-Officio. The Chair of the Board of Directors and Chair of Laudholm Trust Board of Directors shall serve as ex-officio, voting members of each committee.

Section 10.3 Chair of Committee. A Chair will be nominated and voted every two years by the members of each advisory committee

Section 10.4. Committee membership. Committee members will be nominated for membership by individuals on the committees. One member of each committee shall be a member of the Laudholm Trust Board of Directors or staff. The membership of each committee is presented to the Authority's Board annually.

ARTICLE XI FINANCIAL MANAGEMENT

Section 11.1. Checks. Checks written for an amount of less than \$5,000 shall require one signature; checks written for an amount of \$5,000 or over shall require two signatures. Authorized signature cards are filed with a local bank and will be reviewed annually as part of the Reserve audit. The Chair, the Executive Director, and a Board member residing or working locally will be authorized signatories on checks.

Section 11.2. Audit. Within seven months (210 days) of the end of its fiscal year, the Authority shall provide a copy of the annual audit of the Authority's financial statements, certified by an independent auditor, to the U.S. Department of Commerce and other appropriate federal and state agencies. The audit of the Authority's financial statements must comply with Federal Office of Management and Budget requirements and be in accordance with Government Accounting Standards Board guidelines.

Section 11.3. Fiscal year. The Authority shall operate on a July 1 through June 30 fiscal year.

Section 11.4. Budget Preparation. The Executive Director shall prepare and submit a draft budget outline for the upcoming fiscal year at the spring meeting of the Authority. The allocation of Laudholm Trust funds will be presented to, and approved by, the Laudholm Trust President. The Executive Director's final draft budget will then be submitted to the Board at the summer meeting to discuss and approve the budget. If there are Laudholm Trust and/or federal government funding problems, the Authority's Board may meet jointly with the Laudholm Trust Board of Directors before finalizing the budget.

ARTICLE XII BOOKS, RECORDS, AND REPORTS

Section 12.1. Minutes, Books and Records. The Authority shall keep correct and complete minutes of the proceedings of its Board of Directors, and any subcommittees, and shall keep correct and complete books and records of financial accounts.

Section 12.2. Inspection of Authority Records. Any Board member shall have the right, for any proper purpose and at any reasonable time, to examine the relevant books and records of accounts, minutes, and records of the Authority.

ARTICLE XIII

INDEMNIFICATION AND INSURANCE

13.1. The Authority shall indemnify each member, including former Board members, to the full extent permitted by the State of Maine Division of Risk Management. The Authority shall purchase and maintain insurance on behalf of any person who serves on the Board of Directors.

ARTICLE XIV

CONFLICT OF INTEREST

14.1. Should any item come before the Board of Directors that might result in a member having or appearing to have a conflict of interest either by occupation, place of residence, or other holdings, or any other interest, such member shall make his/her personal interest known to the full Board as soon as he or she recognizes a possible conflict and shall refrain from voting on matters regarding the issue. Any disagreement regarding whether or not a board member may have a conflict of interest shall be resolved by a vote of the remaining Board members in attendance. Any Board member not voting as a result of a conflict shall not participate in discussions regarding the issue in his or her capacity as a Board member. Board members shall, upon assuming their roles, read and sign the Authority's Conflict of Interest policy.

ARTICLE XV

ETHICS

15.1. The Board of Directors shall be guided by the highest standards of honor and personal integrity in all activities associated with the Authority. They shall operate under the ethical guidelines of his/her appointing agency or organization in conducting business on behalf of the Authority

ARTICLE XVI

NON-DISCRIMINATION

16.1. The Authority does not discriminate on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability or genetic information (including family medical history).

ARTICLE XVII AMENDMENTS

17.1. These bylaws may be amended at any regular meeting of the Board by a majority vote provided that the amendment has been submitted in writing at the previous regular meeting.

ARTICLE XVIII
SAVING CLAUSE

18.1. Any portion of these bylaws found to be contrary to the law shall not invalidate other portions.

These bylaws supersede any and all previously adopted bylaws of the Board of Directors.



Chair of the Board of Directors

Adopted this date: sept. 12, 2018

The motion for adoption of the bylaws was made by Dan Belknap and seconded by Nik Charov. Through a majority vote of Board of Directors present, the bylaws of the Wells National Estuarine Research Reserve Management Authority were approved and adopted.

State of Maine

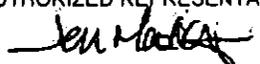
CERTIFICATE OF INSURANCE

Producer <i>State of Maine Risk Management Division 85 State House Station Augusta, Maine 04333 Telephone: 1-800-525-1252</i>	ISSUE DATE: 1/13/2022 # 50359 <small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</small> COMPANIES AFFORDING COVERAGE COMPANY LETTER A <i>State of Maine Self Insurance Fund</i>
Named Insured WELLS RESERVE WELLS, WELLS RESERVE 342 LAUDHOLM FARM ROAD WELLS, ME 04090	COMPANY LETTER B

COVERAGES
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOT WITHSTANDING 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 PRESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<u>GENERAL LIABILITY</u> MAINE TORT CLAIMS ACT	IMF22/105-WLS	7/1/2021	7/1/2022	BODILY INJURY AND PROPERTY DAMAGE COMBINED PER OCCURRENCE \$400,000.00
A	<u>AUTOMOBILE LIABILITY</u> All Owned Autos	IMF22/100-WLS	9/8/2021	9/8/2022	BODILY INJURY AND PROPERTY DAMAGE COMBINED PER OCCURRENCE \$400,000.00
	WORKERS' COMPENSATION	n/a	n/a	n/a	STATUTORY LIMITS
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS / EVENTS:
Lobster research in Southern Maine & Coastal New Hampshire, subject to the MTCA, Title 14, Chapter 741, §8105.

Certificate Holder <i>State of New Hampshire Fish and Game Department, Exec Director 11 Hazen Drive Concord, NH 03301</i>	CANCELLATION / ALTERATION <small>CANCELLATION / ALTERATION - Should any of the above described policies be cancelled or altered before the expiration date thereof, the issuing company will attempt to give -10- days written notice to the certificate holder.</small> AUTHORIZED REPRESENTATIVE <div style="text-align: center;">  <hr style="width: 100px; margin: auto;"/> Maine Adjuster </div>
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CERTIFICATE OF MEMBERSHIP

ISSUE DATE 01/20/22

NAMED MEMBER
 Wells Reserve
 342 Laudholm Farm Rd
 Wells, ME 04090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POOL.

COMPANIES AFFORDING COVERAGE

COMPANY

B - MAINE MUNICIPAL ASSOCIATION WORKERS' COMPENSATION FUND
 60 Community Dr.
 Augusta, ME 04330

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW IS AFFORDED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH PROGRAM.

CO LTR	TYPE OF COVERAGE	CERTIFICATE NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY
	General Liability				
	Premises/Operations				
	Products/Completed Operations				
	Contractual				
	Broad Form Property Damage				
	Personal Injury				
	Bodily Injury/Property Damage				
	Claims Made Occurrence				
	Law Enforcement Liability				
	Medical Malpractice / Ambulance Malpractice				
	Automobile Liability				
	Automobile Physical Damage				
	Property - All Risk				
	Crime				
	Other				
B	Workers Compensation and Employer Liability	P46467WC2022	01/01/2022	01/01/2023	Statutory Employers Liability Limit: \$2,000,000 each accident \$2,000,000 aggregate disease

Description of Operations/Locations/Vehicles/Special Items

Grant Agreement (9/1/21 - 8/31/23)

Certificate Holder

State of New Hampshire Fish & Game Department
 11 Hazen Dr.
 Concord, NH 03301

Cancellation

Should any of the above described certificates be cancelled before the expiration date thereof, notice will be delivered in accordance with the common conditions.

Authorized Representative

Michelle Pelletier