



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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January 11, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a **SOLE SOURCE** grant to the Gundalow Company (VC #159463-B001), Portsmouth, NH, in the amount of \$25,000 to conduct an on-board environmental education series at locations in the Seacoast region, effective upon Governor and Council approval through December 31, 2023. 100% Federal Funds.

Funding is available in the following account:

	<u>FY2023</u>
03-44-44-442010-3642-072-500575	\$25,000
Dept. Environmental Services, Coastal Zone Management, Grants – Federal	

EXPLANATION

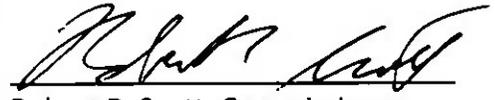
As part of its grant application to the National Oceanic and Atmospheric Administration (NOAA), the NHDES Coastal Program submits an annual work program, which is reviewed and approved by NOAA. This year's annual work program includes a task for environmental and maritime heritage education and outreach. The NHDES Coastal Program funds to the Gundalow Company are targeted for education programs for school groups, residents, and the public that are designed to increase environmental literacy and public awareness of key environmental indicators affecting the water quality of the Great Bay Estuary as well as New Hampshire's history while under sail onboard the Coast Guard certified replica gundalow, the *Piscataqua*. Additionally, the Gundalow Company will highlight current local management and conservation efforts through its Contemporary Coastal Issues speaker events; topics may include marine debris collection, river landscaping BMP's, climate change and invasive species, and oyster habitat restoration. This agreement is **SOLE SOURCE** because the nonprofit Gundalow Company is the only organization in coastal New Hampshire that offers environmental education programs onboard a historic "floating classroom" and whose mission is to protect the Piscataqua Region's maritime heritage and environment. The Gundalow's programs connect history with contemporary coastal issues such as water quality, habitat restoration, conservation, and stewardship.

The purpose of this agreement is to enable the Gundalow Company to schedule and conduct a series of onboard coastal and marine educational programs while under sail on New Hampshire's tidal rivers. The Gundalow Company operates a replica of the flat-bottomed gundalows of the 18th and early-19th century used to haul freight throughout the Piscataqua River and Great Bay tidal region of New Hampshire. The Gundalow Company uses the vessel to provide education to the general public throughout the region.

Total project costs are budgeted at \$380,000. NHDES will provide \$25,000 of the project costs through its Coastal Zone federal grant. The Gundalow Company will provide \$355,000 in matching funds.

In the event that Federal funds become no longer available, General funds will not be requested to support this project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval of this item.

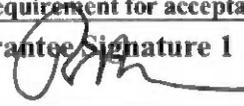


Robert R. Scott, Commissioner

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 N.H. Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Gundalow Company		1.4 Grantee Address 60 Macy Street Portsmouth, NH 03801	
1.5 Grantee Phone # 603-433-9505	1.6. Account Number 03-44-44-442010-3642-072-500575	1.7. Completion Date December 31, 2023	1.8. Grant Limitation \$25,000.00
1.9. Grant Officer for State Agency Christian Williams, NHDES Coastal Program		1.10. State Agency Telephone Number 603-559-0025	
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 Rich Clyborne, 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) Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 1/20/2023	
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 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. 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

12.2. 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 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.

12.3. 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

12.4. 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

Grantee Initials ORH
 Date 11/2/2022

- 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

Federal Funds paid under this agreement are from a Federal Cooperative Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration. All applicable requirements, regulations, provisions, terms and conditions of this Federal Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the Grantee. This includes, but is not limited to, DOC Financial Assistance Standard Terms and Conditions, and 2 CFR part 200.

Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI) number, and all applicable Executive Compensation Data information as required under the FFATA. The UEI number is XJANKPKE8SJ1.

Exhibit B
Scope of Services

The goal this project is to conduct educational outreach programs to increase environmental literacy and public awareness of New Hampshire's coastal environments. The Gundalow Company will perform the following tasks in support of this goal:

1. The Gundalow Company will implement place-based educational outreach programs for school groups, youth groups, local residents, and the public that are designed to increase environmental literacy and public awareness of key environmental indicators affecting the water quality of the Great Bay Estuary. Gundalow Company staff will plan, schedule, publicize, teach and evaluate programs for school and youth groups while under sail onboard the Coast Guard certified replica gundalow PISCATAQUA on approximately 125 trips. Our River Rats Camp programs will also be offered five mornings a week June-August. In addition, approximately 350 public sails will be offered during the season between June 1-Oct 31. Gundalow Company staff will ensure that all onboard outreach programs are evaluated by participants. The evaluation process will measure levels of environmental and estuarine literacy among students and adults before and after participation in a program.
2. Gundalow Company staff will coordinate Contemporary Coastal Issues events onboard PISCATAQUA or at shore locations. The programs will highlight current local research and management/conservation efforts and provide information to motivate citizens to become informed and responsible stewards of the watershed. The Gundalow Company will deliver these place-based programs onboard the Coast Guard certified replica gundalow PISCATAQUA while under sail on the tidal rivers of New Hampshire or at public spaces such as the Gundalow Company office, Sheafe Warehouse, Portsmouth Brewery or public libraries. Topics may include marine debris collection, river landscaping best management practices, climate change and invasive species, oyster habitat restoration, etc. Participants will be encouraged to consider their role as local river stewards.
3. Gundalow Company staff will implement one teacher workshop, which will feature program content for up to 20 teachers. The workshop will introduce teachers to the experience that their students will have onboard and will also create an opportunity to share ideas about classroom activities that can be included throughout the year to reinforce the lessons learned on the Piscataqua. The teacher workshop content will be closely aligned with the National Oceanic and Atmospheric Administration's (NOAA) principles Meaningful Watershed Education Experiences, Environmental Literacy (NAAEE) and Estuarine Literacy (NERRS) and "no child left inside," as well as the management plan devised by Piscataqua Region Estuaries Partnership (PREP).
4. Prepare and submit an Interim Report to the New Hampshire Coastal Program by July 15, 2023 that describes project activity for the period January 1, 2023 through June 30, 2023.

5. Prepare and submit a Final Report to the New Hampshire Coastal Program by December 31, 2023. One electronic copy shall be provided in pdf format. The Final Report shall summarize the project and shall include a financial summary of project costs by federal budget category. In addition, match documentation during the course of the project is required in the Final Report. An appropriate funding credit using the language described below shall appear on all final work products. Logos of sponsoring agencies (NHDES, NHCP & NOAA) shall also appear on the final report.

Funding credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, 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, videos and signage.

Exhibit C
Method of Payment and Grant Amount

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 \$25,000.00. Matching funds provided by the Grantee shall total at least \$355,000 of non-federal cash and in-kind services.

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, John Lamson, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

Gundalow Company. I hereby certify the following is a true copy of a vote taken at a meeting of
(Name of Corporation)

the Board of Directors/shareholders, duly called and held on 18 October, 2022 at which a quorum
of the Directors/shareholders were present and voting.

Richard Clybome - Executive Director
VOTED: That _____ (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Gundalow Company with the State of New Hampshire and any of its agencies or
(Name of Corporation)

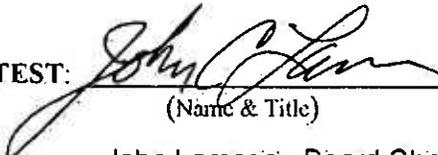
departments and further is authorized to execute any documents which may in

his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 11/02/2022

ATTEST:



(Name & Title)
John Lamson - Board Chair

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 GUNDALOW COMPANY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 20, 2002. 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: 404979

Certificate Number: 0005458415



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of October A.D. 2021.

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

William M. Gardner
Secretary of State

**Attachment A
Budget Estimate**

Budget Item	Coastal Program Funding	Match	Total
Salaries & Wages	\$25,000.00	\$355,000.00	\$380,000.00
Employee Fringe Benefits			\$0.00
Travel			\$0.00
Supplies & Services (Contractor)			\$0.00
Equipment			\$0.00
Facilities and Administrative Costs			\$0.00
Subtotals	\$25,000.00	\$355,000.00	\$380,000.00
Total Project Cost			\$380,000.00