

#### The State of New Hampshire

### DEPARTMENT OF ENVIRONMENTAL SERVICES



#### Thomas S. Burack, Commissioner

April 2, 2013

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

#### REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a grant agreement with the New Hampshire Rivers Council (NHRC), (VC # 166749 B001), Concord, New Hampshire, in the amount of \$9,988.00 for the purpose of early detection activities related to exotic aquatic species, effective upon Governor and Council approval through December 31, 2013. 100% Lakes Restoration Funds.

Funding is available in the account as follows:

FY 2013 \$9,988.00

03-44-44-442010-1430-073-500581

Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal

popt. Bilvirolinional Services, Eakes Restoration Flogram, Statis 14

#### **EXPLANATION**

On January 1, 2003, RSA 487:26 went into effect establishing the "Milfoil and Other Exotic Plants Prevention Program". This grant program was established to prevent and control new infestations of exotic aquatic plants through grants to non-profit and municipal organizations, as well as other state agencies. Program funding is from boat registration fees.

DES issued a Request for Proposals (RFP) for the Milfoil Prevention Grant Program and received two applications. The proposals were reviewed by a committee comprised of a representative from the Commissioner of the Department of Safety, the coordinator of the New Hampshire Lakes Management Advisory Committee, and the Exotic Species Program Coordinator at DES (Attachment B). The proposals were reviewed based on the criteria included in the Management Plan for Milfoil Prevention Grants. Based on the review criteria, this project was eligible for funding.

The purpose of the NHRC project is to perform early detection work related to exotic aquatic species in the rivers in New Hampshire, including monitoring and outreach work. NHRDC interns and staff will distribute pamphlets and other educational materials to river visitors and hold trainings around New Hampshire to inform interested groups about exotic aquatic species such as milfoil, Didymo (an invasive algal species that poses problems for river health and ecology) and more.

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

This program is 100% fee funded through the Lake Restoration Fund. In the event that fee funds become no longer available, General Funds will not be requested to support this program.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Thomas S. Burack

Commissioner

### **GRANT AGREEMENT**

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

#### **GENERAL PROVISIONS**

. IDENTIFICATIONS							
1.1 State Agency Name Department of Environ	mental Services	1.2 State Agency Address 29 Hazen Drive Concord, NH 03301					
1.3 Grantee Name: New Hampshire Rivers Cou	ıncil	1.4 Grantee Address 54 Portsmouth Street Concord, NH 03301					
1.5 Effective Date Upon G&C approval	1.6 Completion Date December 31, 2013	1.7 Audit Date N/A	1.8 Grant Limitation \$9,988.00				
1.9 Grant Officer for State Amy P. Smagnia	e Agency	1.10 State Agency Telephone Number 603-271-2248					
1.11 Compley Stantoure	W	1.12 Name & Title of Grantee Signor Willey Ltrubley, pyr Sidert					
On () More 2 (3), be or satisfactorily proven to be executed this document in the	1.13 Acknowledgment: State of New Hampible C, County of Merrimacy  On 6 May 213, 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  Commet.						
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal) MANNIMO Notary Public 23 AP11, 213							
1.13.2 Name & Title of Notary Public or Justice of the Peace							
1.14 State Agency Signature(s)  1.15 Name/Title of State Agency Signor(s)							
Thomas S. Burack, Commissioner							
1.16 Approval by Attorney General's Office (Form, Substance and Execution)							
By:	J	Attorney, On: 5 / 2 / (	3				
1.17 Approval by the Gove	ernor and Council						
By:		On: / /					

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.

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 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, workmen's compensation or emoluments provided by the State to its employees.

Contractor Initials /

Date 3.6.13

#### EXHIBIT A SCOPE OF SERVICES

- 1. The New Hampshire Rivers Council (NHRC) is the grantee for this project. The New Hampshire Department of Environmental Services (DES) is referred to as the "state." Amy P. Smagula is the grant officer for the state.
- 2. The NHRC will train individuals, river and watershed associations and others about invasive aquatic species in a workshop series related to this topic. Didymo, invasive aquatic plants and invasive aquatic animals will be the focus for the trainings.
- 3. NHRC will, in coordination with the DES Exotic Species Program, conduct limited field monitoring of infested and uninfested rivers for various parameters, including the presence/absence of Didymo and other invasive aquatic species. NHRC will collect geographic and site information from each area that is monitored as part of this project.
- 4. The NHRC will provide a final report by December 15, 2013, summarizing activities related to the workshop series (number of attendees, etc) and data and information collected during any field work or field surveys that are performed.

# EXHIBIT B GRANT AMOUNT AND PAYMENT SCHEDULE

Payments shall be made by DES to the grantee upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered.

The total grant award shall not exceed \$9,988.00.

The billing address shall be as follows:

NH Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095 Attn: Amy Smagula, Watershed Management Bureau

Invoices shall be approved by the Grant Officer before payment is processed.

	EXHIBIT C SPECIAL PROVISIONS	
There are no special provisions.		

# CERTIFICATE

I, Matt Monahan, Interim Vice-President of the New Hamp	pshire Rivers Council, do hereby certify that:
(Printed Name of Certifying Officer) (Office)	(Grantee)
(I) I am the duly elected <u>Interim Vice-President;</u> (Office)	
(2) at the meeting held on <u>February 8, 2013</u> , the <u>New Hamps</u>	shire Rivers Council voted to accept (Organization)
DES funds and to enter into a contract with the Department of	
(3) the New Hampshire Rivers Council further authorized the (Organization) (Office documents which may be necessary for this contract;	e <u>President</u> to execute any e of Person Authorized to Sign)
(4) this authorization has not been revoked, annulled, or ameremains in full force and effect as of the date hereof; and	ended in any manner whatsoever, and
(5) the following person has been appointed to and now occur	upies the office indicated in (3) above:
Michele L. Tremblay (Printed name of person that signed contra	act)
IN WITNESS WHEREOF, I have hereunto set my hand as the New Hampshire Rivers Council, this 6 day of March, 20 (Organization)  (Signature of Cer	(Office of Certifying Officer)
STATE OF heursphire	
County of ween rack	
County of Wern's rack  On this the 6 day of Warch 20 13, before me 1	miles Horabley
the undersigned officer, personally appeared watten was	who acknowledged
him/herself to be the VO president (Printed Name of Certify) of the Organization I	being authorized so to do,
executed the foregoing instrument for the purpose therein contain	ned.
In witness whereof, I have set my hand and official seal.	(Notary Public Signature)
Commission Expiration Date: (Seal)	MICHELE L. TREMBLAY, Justice of the Peace My Commission Expires August 24, 2016

# 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 NEW HAMPSHIRE RIVERS COUNCIL is a New Hampshire nonprofit corporation formed July 9, 1993. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28<sup>th</sup> day of February A.D. 2013

William M. Gardner Secretary of State



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2013

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	the terms and conditions of the policy certificate holder in lieu of such endor				ndorse	ement. A sta	tement on th	nis certificate does not o	onfer	rights to the
PI	RODUCER				CONTA NAME:	CT Pat Mac				
E	& S Insurance Services I	LC				o. Ext): (603)		FAX (A/C, No):	(603)	293-7188
2	1 Meadowbrook Lane				É-MAIL ADDRE	<sub>SS:</sub> pat@esi	insurance	. com		
P	O Box 7425				AUDIN			DING COVERAGE		NAIC #
G	ilford NH 03	247	-74	25	INSURI			Insurance Co		
IN	SURED							rance Company		19372
N	ew Hampshire Rivers Counc	il			INSURI					
	• • • • • • • • • • • • • • • • • • • •				INSURI					
5	4 Portsmouth Street				INSURI					
c	oncord NH 03	301			INSURI					
c	OVERAGES CER	TIFI	CATE	NUMBER:2012-2013				REVISION NUMBER:		
	THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER POL	REME TAIN, ICIES	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPOND  D HEREIN IS SUBJECT 1	ECT TO	O WHICH THIS
INS	TYPE OF INSURANCE	ADÖL INSR	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
٣	GENERAL LIABILITY		1					EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY		1			1		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
<sub>P</sub>		1	ļ	PHPK867688		5/19/2012	5/19/2013	MED EXP (Any one person)	\$	20,000
•								PERSONAL & ADV INJURY	\$	1,000,000
l								GENERAL AGGREGATE	\$	2,000,000
l	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
l	X POLICY PRO: LOC								\$	
Г	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS					i I		BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
									\$	
Г	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION\$								\$	
E						1		WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				L	- /- 0 /0040	E L. EACH ACCIDENT	5	100,000
	(Mandatory in NH)			WC001674029		5/19/2012	5/19/2013	E.L. DISEASE - EA EMPLOYEE	5	100,000
L	If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>						E L DISEASE - POLICY LIMIT	\$	500,000
L										
DE	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES	Attach	a ACORD 101, Additional Remarks	Schedu	ile, if more space	Is required)			
L										
С	ERTIFICATE HOLDER				CAN	CELLATION				
	NH Department of Envi	ron	men	tal Services	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C REOF, NOTICE WILL I Y PROVISIONS.		
	29 Hazen Drive PO Box 95 Concord, NH 03302				AUTHO	RIZED REPRESE	NTATIVE			
			Pat 1	Mack/PAT		Pat	<u> </u>	vack		

### Attachment A NH Lakes Budget Estimate

Task	Grant Funds
Web design and workshop promotion	\$500.00
Statewide conference	\$1,454.00
Indoor sessions	\$5,906.00
Field sessions and didymo collection	\$1,528.00
Publications/etc	\$600.00
TOTAL	\$9,988.00

# ATTACHMENT B GRANT RANKING SCORE (TABLE 1) AND REVIEW TEAM (TABLE 2)

Table 1: Ranking scores for grant requests

		Total Estimated			
Applicant	Mean Score	Project Cost	Requested Amount	Grant Award	Proposed Match
NH Lakes Association	4.675	\$613,000.00	\$210,000.00	\$210,000.00	\$403,000.00
NH Rivers Council	4.030	\$15,238.00	\$9,988.00	\$13,174.00	\$9,988.00
Totals		\$628,238.00	\$219,988.00	\$146,667.00	\$412,988.00

Table 2: Grant review team

Name	Title	Relevant Experience
Jacquie Colburn	Lakes Coordinator, NH DES	Jacquie has 20 years experience with lake
		management and planning.
Pam Urban-Morin	Grants Administrator-Dept of	M.B.A.; 23 years experience in Homeland Security,
	Safety Commissioner's Office	Environmental, Energy, and Job Training grant
		administration, writing, evaluation, and School
		District business administration.