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2020/1



**Department of Environmental Services**

**Robert R. Scott, Commissioner**

September 16, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to **RETROACTIVELY** amend a **SOLE SOURCE** agreement (PO #1060256) with the Great Bay Stewards Inc. (VC #208564), Greenland, NH, for the "*Regional Resilience, New Hampshire: Monitoring and evaluating living shorelines for success*" project, by: 1) extending the project completion date from September 30, 2020 to January 31, 2022, and 2) revising the scope of work to include additional reporting deliverables, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on February 21, 2018, Item #39. This amendment is a time extension; no additional funding is requested to support the amendment.

**EXPLANATION**

The Department of Environmental Services (DES) requests approval of this **RETROACTIVE, SOLE SOURCE** amendment in order to provide the Great Bay Stewards Inc. (GBS) with additional time to complete tasks as assigned by the Scope of Services. This amendment is **RETROACTIVE** because the original agreement expires on September 30, 2020. Unfortunately, due to staff limitations posed by COVID-19, there was a delay in processing the required paperwork associated with the amendment, resulting in this request appearing before Governor and Executive Council after the original contract end date. The agreement is **SOLE SOURCE** because it is the second phase of a project conducted by GBS in cooperation with the DES Coastal Program. Due to GBS' experience identifying and working with living shoreline stakeholders in the first phase of the project, GBS is the only organization equipped to complete this project successfully. A copy of the original agreement is included as Attachment A.

DES has signed an agreement with the grantor, The Nature Conservancy – Massachusetts (TNC), to extend the project period to January 31, 2022. The purpose of this amendment is to effectuate TNC's approved amendment to the financial assistance award. Specifically, this amendment will enable GBS to continue participating in regional efforts to establish monitoring guidance and conduct outreach for living shorelines. Exhibit A of the attached Amendment provides revisions to the Scope of Work, including additional interim reporting deadlines.

To date, \$4,909.23 of the original agreement amount of \$18,040 has been spent. No changes to the original budget are requested in this amendment. DES will provide 100% of the project costs through the federal grant. In the event that federal funds become no longer available, general funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

**Agreement for Services with Great Bay Stewards**  
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 6<sup>th</sup> day of August, 2020, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Great Bay Stewards Inc. (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on February 21, 2018, item #39, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The completion date as set forth in Paragraph 1.7 of the Agreement shall be changed from September 30, 2020 to January 31, 2022.
  - (B) Exhibit A (Scope of Services) of the Agreement shall be amended as follows and noted with strikethrough (deletion) and italics (addition).

**Task 1: Regional Collaboration on Policy and Practice Guidance Document Draft, Years 1-3 4**

**Task 6: Outreach, Education, and Communication, Years 1-3 4**

**Deliverables:** Reports. GBS Inc. shall provide ~~five (5)~~ *eight (8)* semi-annual progress reports and one (1) final report that summarize the project activities by task as outlined in the contract. The semi-annual report will cover the periods of (1) the project start date to March 31, 2018; (2) April 1, 2018 to September 30, 2018; (3) October 1, 2018 to March 31, 2019; (4) April 1, 2019 to September 30, 2019; (5) October 1, 2019 to March 31, 2020; (6) *April 1, 2020 to September 30, 2020*; (7) *October 1, 2020 to March 31, 2021*; (8) *April 1, 2021 to September 30, 2021*. Due dates for all semi-annual reports are the final date of the reporting period. The final report will summarize all project activities by task outlined in the contract and will be due on ~~September 30, 2020~~ *January 31, 2022*.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Initials: DLA  
Date: 8/30/2020

Great Bay Stewards, Inc.

By Deborah L Alberts  
Name: Deborah Alberts  
Title: Chair Great Bay Stewards

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

On this the 31 day of August, 2020, before the undersigned officer, personally appeared Deborah Alberts who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Deborah Alberts  
Notary Public  
My Commission Expires: 6/9/2024

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By Robert R. Scott  
Robert R. Scott, Commissioner

Approved by Attorney General this 5<sup>th</sup> day of October, 2020

OFFICE OF ATTORNEY GENERAL

By [Signature]

Initials: DLA  
Date: 9/30/2020

CERTIFICATE

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

- (1) I am the duly elected Vice Chair
- (2) at the meeting held on 10/19/17, the Great Bay Stewards, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Great Bay Stewards, Inc. further authorized the Chair to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Deborah Alberts

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chair of the Great Bay Stewards, Inc., this 31 day of August.

Jack O'Reilly

Signature of Certifying Officer

Jack O'Reilly

Printed name of Certifying Officer

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 31 day of August before me Allison Knab the undersigned officer, personally appeared Jack O'Reilly who acknowledged himself to be the Vice Chair of the Great Bay Stewards, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

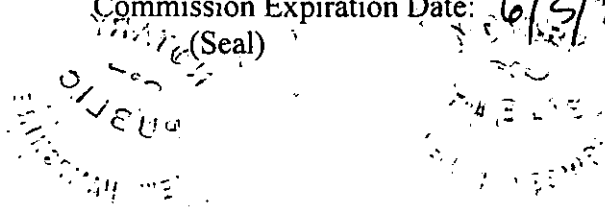
Allison M. Knab

Signature of Notary Public

Allison M. Knab

Printed name of Notary Public

Commission Expiration Date: 6/5/2024  
(Seal)



# State of New Hampshire

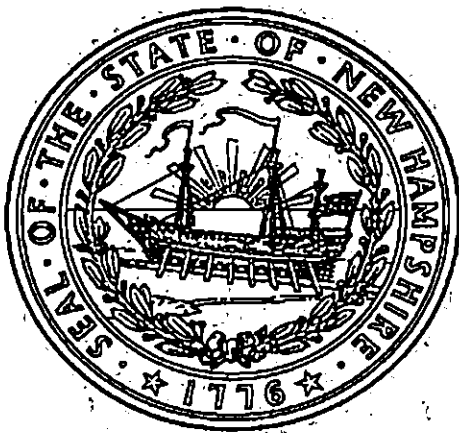
## Department of State

### CERTIFICATE

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

Business ID: 239305

Certificate Number: 0004896501



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

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

William M. Gardner  
Secretary of State





The State of New Hampshire  
**Department of Environmental Services**

*Kristen Howard*



**Robert R. Scott, Commissioner**

January 9, 2018

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

APPROVED G & C

DATE 2/2/18

ITEM # 39

**REQUESTED ACTION**

Authorize the Department of Environmental Services to award a **SOLE SOURCE** agreement to the Great Bay Stewards Inc. (VC #208564), Greenland, NH, in the amount of \$18,040 to conduct outreach and training associated with living shoreline stabilization projects, effective upon Governor and Council approval through September 30, 2020. 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-442010-3642-102-500731      FY18  
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services      \$18,040

**EXPLANATION**

This award is **SOLE SOURCE** because it is the second phase of a project conducted by the Great Bay Stewards (GBS) in cooperation with the NHDES Coastal Program. In the first phase of the project, GBS and partners completed a needs assessment to identify training and information needs to implement living shorelines in coastal New Hampshire and conducted preliminary training events to specific audiences on the topic of living shoreline applications. In this second phase, GBS seeks to improve coastal resilience in the face of erosion and flood risk by enhancing living shoreline knowledge and encouraging appropriate application of living shoreline projects through outreach and trainings that further meet needs identified in the first phase needs assessment. This grant award, while less than the \$25,000 threshold, requires G&C approval as entity has received funds in excess of the threshold for this fiscal year.

Due to GBS's experience identifying and working with living shoreline stakeholders in the first phase of this project, GBS is the only organization equipped to complete this project successfully. GBS is a named funded partner in the original competitive proposal for this project that was submitted to the National Oceanic and Atmospheric Administration by the NHDES Coastal Program and regional partners in the Northeast.

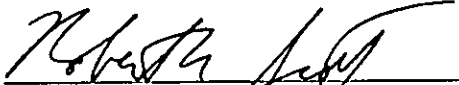
His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
Page 2 of 2

Funds under this agreement will be used to enable GBS, in cooperation with the New Hampshire Department of Fish and Game Great Bay National Estuarine Research Reserve (GBNERR), to 1) participate in regional collaborative efforts to develop and review living shoreline monitoring and project evaluation guidelines, 2) design an outreach program to train stakeholders about living shoreline applications, 3) organize and execute outreach events to train stakeholders, and 4) evaluate the outreach program.

Total project costs are budgeted at \$18,040. DES will provide \$18,040 of the project costs through a federal grant. No matching funds are required. A budget breakdown is provided in Attachment A.

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

We respectfully request your approval.

  
Robert R. Scott, Commissioner



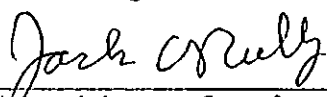

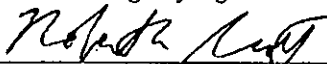
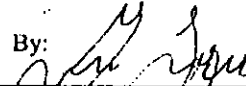
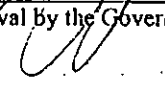
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Great Bay Stewards, Inc.		1.4 Contractor Address 89 Depot Road Greenland, NH 03840	
1.5 Contractor Phone Number 603-778-0015, ex. 350	1.6 Account Number 03-44-44-442010-3642-102-500731	1.7 Completion Date September 30, 2020	1.8 Price Limitation \$18,040
1.9 Contracting Officer for State Agency Kirsten Howard, NH Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jack O'Reilly, Chair	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u>  On <u>Dec. 27, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">                       [Seal]                 </div> <div style="text-align: right;">                     ALLISON M. KNAB, Notary Public                      My Commission Expires May 23, 2019                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Allison Knab, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>1/25/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By:  On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**Exhibit A**  
**Scope of Services**

**Project Title: Regional Resilience, New Hampshire: Living shorelines outreach program**

Listed below are the project goals and specific tasks to be performed by Great Bay Stewards, Inc. (GBS) coordinated through the New Hampshire Fish and Game Department Great Bay National Estuarine Research Reserve (GBNERR).

**Project goal:** The goal of this project is to improve coastal resilience in the face of erosion and projected flood risk by enhancing living shoreline knowledge about best practices through evaluation of local pilot projects, development of regional monitoring guidance, and encouragement of appropriate application of living shoreline projects through outreach and trainings.

**Tasks:** This collaborative regional project consists of seven (7) tasks to be completed by partners at the New Hampshire Department of Environmental Services (NHDES) Coastal Program, the University of New Hampshire (UNH), the Northeast Regional Ocean Council (NROC), and The Nature Conservancy (TNC) and GBS in partnership with GBNERR. GBS/GBNERR is contracted to complete work under tasks 1 and 6. Task numbering is kept consistent with the broader collaborative project to avoid confusion.

**Task 1: Regional Collaboration on Policy and Practice Guidance Document Draft, Years 1-3 (Lead: NHDES, Assistance: UNH, GBNERR)**

1.1 GBNERR will participate, as needed, in Northeast Regional Ocean Council (NROC) and The Nature Conservancy (TNC) collaborative efforts to develop, review, and finalize guidance and policy recommendations.

1.2 GBNERR will attend three regional workshops organized by NROC and TNC partners.

**Task 2: Design and Construct Projects**

GBNERR does not have any deliverables under Task 2.

**Task 3: Select and Monitor Sites, Years 1-3**

GBNERR does not have any deliverables under Task 3.

**Task 4: Apply, Evaluate, and Update Monitoring Guidance**

GBNERR does not have any deliverables under Task 4.

**Task 5: Policy Recommendation Development**

GBNERR has no deliverables under Task 5.

**Task 6: Outreach, Education, and Communication, Years 1-3 (Lead: GBNERR, Assistance: NHDES and UNH)**

6.1 GBNERR, with assistance from NHDES Coastal Program, will design an outreach program to train stakeholder audiences about potential living shoreline applications, building on existing outreach work. The program will include measurable objectives that will be evaluated in Task 6.3.

6.2 GBNERR will organize and execute 3-5 outreach events to train stakeholder audiences, including coordination of partners and development of materials required for the events (e.g., workshops, trainings, site-based engagement). Assistance will be provided by the NHDES Coastal Program and UNH partners.

6.3 GBNERR, with assistance from NHDES Coastal Program, will evaluate the outreach program and identify appropriate next steps based on available pilot projects, guidance, and community needs.

**Task 7: Dr. Burdick living shoreline outreach, education, and technical assistance.**  
GBNERR has no deliverables under Task 7.

**Deliverables:** Reports. GBS Inc. shall provide five (5) semi-annual progress reports and one (1) final report that summarize the project activities by task as outlined in the contract. The semi-annual reports will cover the periods of (1) the project start date to March 31, 2018; (2) April 1, 2018 to September 30, 2018; (3) October 1, 2018 to March 31, 2019; (4) April 1, 2019 to September 30, 2019; (5) October 1, 2019 to March 31, 2020. Due dates for all semi-annual reports are the final date of the reporting period. The final report will summarize all project activities by task outlined in the contract and will be due on September 30, 2020.

**Funding Credit:** All work products intended for public distribution, including websites, flyers, newsletters, signage etc., shall include the logos of the sponsoring agencies as follows: the National Oceanic Atmospheric Administration (NOAA), New Hampshire Coastal Program (NHCP), and New Hampshire Department of Environmental Services (NHDES). Additionally, all work products intended for public distribution shall include the following funding credit statement: "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program."

**Exhibit B**  
**Method of Payment and Contract Price**

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

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable 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 Contractor no more frequently than monthly.

The total reimbursement shall not exceed the contract award of \$18,040. No match is required.

**Exhibit C**  
**Special Provisions**

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

Subparagraph 14.1.1 of the General Provisions shall be changed to read: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and".

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

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

II) *Financial management.* The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) *Allowable costs.* All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.

IV) *Matching funds.* All matching funds contributed by the Contractor shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in 2 CFR part 200 Subpart E.

V) *Property Management.* The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) *Debarment and Suspension.* The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) *Procurement.* When purchasing goods or services with contract or match funds, the Contractor shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

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

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State

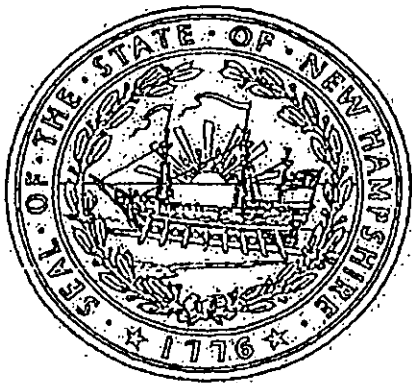


State of New Hampshire  
Department of State

CERTIFICATE

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

Business ID: 239305



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of October A.D. 2016.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

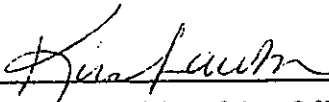
CERTIFICATE

I, Kirstin Lawton, Treasurer, of the Great Bay Stewards, Inc., do hereby certify that:

- (1) I am the duly elected Treasurer of the Great Bay Stewards, Inc.
- (2) at the meeting held on October 19<sup>th</sup>, the Great Bay Stewards, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Great Bay Stewards, Inc. further authorized the Chair to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Jack O'Reilly

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Great Bay Stewards Inc., this 27<sup>th</sup> day of December.



Signature of Certifying Officer

Kirstin Lawton

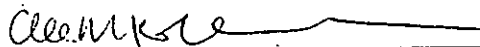
Printed name of Certifying Officer

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 27th day of December before me Allison Knab the undersigned officer, personally appeared Kirstin Lawton who acknowledged herself to be the Treasurer of the Great Bay Stewards, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Signature of Notary Public

Allison Knab

Printed name of Notary Public

ALLISON M. KNAB, Notary Public  
My Commission Expires May 23, 2019

Commission Expiration Date:  
(Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foy Insurance - Exeter 64 Portsmouth Ave PO Box 1030 Exeter NH 03833	CONTACT NAME: Nancy Bird CISR ACSR CIC
	PHONE (AC, HQ, Ext): (603) 772-4781 FAX (AC, HQ): (603) 772-3246 E-MAIL ADDRESS: nancy.bird@foyinsurance.com
INSURED Great Bay Stewards Inc. 89 Depot Road Greenland NH 03840	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Insurance Co NAIC # 10677
	INSURER B: Riverport Insurance Co. 27995
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: Master cert. 17-18 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY		ENP0093555	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (if commercial) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER.					GENERAL AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPOP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (if 2009 or later) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per person) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	3A State: NH			<input checked="" type="checkbox"/> INC STAR. TOSY LIMITS <input type="checkbox"/> OTH. ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N/A	NHRP300724	11/21/2017	11/21/2018	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		Joseph Stieglitz Excluded			E.L. DISEASE - EA EMPLOYEE \$ 100,000
			Kristin Lawton Excluded Jack O'Reilly Excluded			E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Operations usual & customary of a Civic Group:

The certificate holder - NH Department of Environmental Services is listed as an Additional Insured in regards to General Liability policy per form CG20 10 07 04. This insured is trying for a Federal Grant and the certificate holder must be listed as Additional Insured

CERTIFICATE HOLDER	CANCELLATION
(603) 271-7894 allison.knab@greatbaystowa	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
NH Department of Environmental Services 29 Hazon Drive PO Box 95 Concord, NH 03302	AUTHORIZED REPRESENTATIVE
	Michael Foy/ENANCY

ACORD 26 (2010/05)

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