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THE STATE OF NEW HAMPSHIRE
CONNECTICUT RIVER VALLEY
RESOURCE COMMISSION
10 Water Street, Suite 225
Lebanon, NH 03766
603 727-9484



June 29, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Connecticut River Valley Resource Commission (CRVRC) to enter into a **RETROACTIVE, SOLE SOURCE** agreement with the Connecticut River Joint Commissions (CJRC), Lebanon, NH, (VC# 166704) in the amount of \$60,000 to provide administration, management, and program assistance effective from July 1, 2017 through June 30, 2019 upon Governor and Council approval. 100% General Funds.

Funding is available in the following account, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY 2018</u>	<u>FY 2019</u>
03-44-44-445010-8678-073-500581	\$30,000	\$30,000
Department of Environmental Services – CT River Valley Resource Commission – Grants Non Federal		

EXPLANATION

The CRJC will provide management and administrative assistance for the CRVRC to assist with carrying out RSA 227-E to protect the resources of the Connecticut River Valley while guiding growth and development. The CRJC will provide the CRVRC with services including, but not limited, to permit review, meeting facilitation and record-keeping, grant writing, general accounting services and implementation of the Connecticut River Water Resources Management Plan. This contract is **SOLE SOURCE** because CJRC has been the administrative agent of the CRVRC and the Vermont Connecticut River Watershed Area Commission (CRWAC) since 1990. This contract is **RETROACTIVE** as required documents were not received in time to meet the cut-off for approval prior to the start of the fiscal year on July 1, 2017.

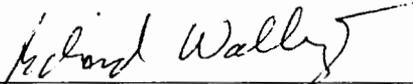
The CRVRC, created by the legislature in 1987 and the CRWAC, similarly created in 1988, were directed to cooperate with each other to preserve and protect the resources of the Connecticut River Valley, and to guide its growth and development. They have met together as the CRJC since 1989.

His Excellency, Governor Christopher T. Sununu
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The total appropriation from the State of New Hampshire is \$60,000. The CRJC receives comparable operating funds from the State of Vermont and raises other funds from federal and private sources to address its legislative mandates for the Connecticut River.

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

We respectfully request your approval.


Richard Walling, Chair of the CRVRC

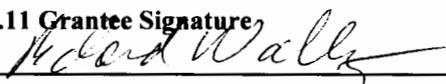
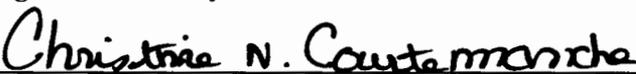
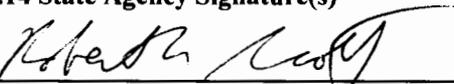
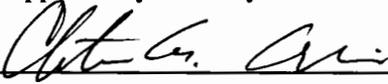
GRANT AGREEMENT

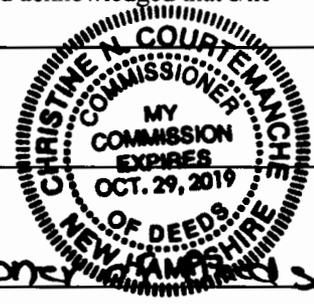
Subject: New Hampshire Connecticut River Valley Resource Commission – Management and Administration

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name New Hampshire Connecticut River Valley Resource Commission (CRVRC)		1.2 State Agency Address 10 Water Street, Suite 225 Lebanon, NH 03766	
1.3 Grantee Name Connecticut River Joint Commissions, Inc. (CRJC)		1.4 Grantee Address 10 Water Street, Suite 225 Lebanon, NH 03766	
1.5 Effective Date Upon G&C approval (July 1, 2017)	1.6 Completion Date June 30, 2019	1.7 Audit Date N/A	1.8 Grant Limitation \$60,000
1.9 Grant Officer for State Agency Richard Walling, Chair, CRVRC		1.10 State Agency Telephone Number 603-727-9484	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor President, Richard Walling Chair CRVRC CRJC	
1.13 Acknowledgment: State of New Hampshire, County of <u>Grafton</u> On <u>05/15/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace Christine N. Courtemanche - Commissioner			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Commissioner Robert R. Scott, NH Dept of Env. Service	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: 7/20/17			
1.17 Approval by the Governor and Council By: _____ On: / /			



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

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

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

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

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

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

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

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

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

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

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

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

7. RECORDS AND ACCOUNTS.

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

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

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

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

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

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

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

10. CONDITIONAL NATURE OF AGREEMENT.

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

11. EVENT OF DEFAULT; REMEDIES.

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

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

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

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

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement

and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

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

12. TERMINATION.

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

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

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

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

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

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

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

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

17. INSURANCE AND BOND.

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

benefit of the State, the following insurance:

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

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

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

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

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

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

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

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

EXHIBIT A SCOPE OF SERVICES

Title: New Hampshire Connecticut River Valley Resource Commission – Management and Administration

Assistance Area: New Hampshire side of the Connecticut River Valley

Objective: The Connecticut River Joint Commissions (CRJC) will provide management and administrative assistance for the NH Connecticut River Valley Resource Commission (CRVRC) to assist with carrying out RSA 227-E to protect the resources of the Connecticut River Valley while guiding growth and development.

Work Tasks:

Task 1: Provide administrative services to meetings of the CRVRC and CRJC;

- a) Develop agendas, properly notice meetings to the public, and prepare minutes.
- b) Facilitate coordination between the CRVRC and its Vermont counterpart, the Connecticut River Watershed Advisory Commission.
- c) Maintain a database of names of local officials, riverfront landowners, agricultural businesses, tourism and recreational interests as well as the public who are interested in the work of CRVRC and/or the CRJC.
- d) Assist the CRVRC with outreach to the public. Provide the public and members of the CRVRC and CRJC with information and education that builds capacity for the organization.
- e) Provide grant writing services that promote the strategic initiatives outlined in the Connecticut River Water Resources Management Plan and that further the capacity of the CRVRC and the CRJC.
- f) Maintain a website for the CRJC that informs the work of the CRVRC.

Task 2: Provide the subcommittees of the CRJC with administrative support that enables them to carry out the mission of the CRJC as well implement the work found in the Connecticut River Corridor Management Plan.

- a) Provide staff support to the local river subcommittees of the CRJC, preparing minutes and reports and agendas for meetings.
- b) Assist the subcommittees in responding to and providing comment on permits affecting the watershed.
- c) Assist the river subcommittees with coordination, communication and outreach.
- d) Provide for the maintenance of contact databases that enable efficient communications and build support for the subcommittees.
- e) Assist the river subcommittees with the submission of a biennial report to the New Hampshire Department of Environmental Services (NHDES) and the New Hampshire Rivers Management Advisory Committee.
- f) Assist the river subcommittees in recruitment of new members and provide education and outreach to build capacity within the subcommittees.

Task 3: Provide fiscal management to the CRJC.

- a) Provide accounting and auditing services to ensure proper accounting procedures and reporting are in place.
- b) Provide Accounts Payable and Accounts Receivable services.

- c) Ensure proper accounting for any match requirements by other funders.
- d) Provide monthly financial summaries, cash flow analysis and, if necessary for funding purposes, develop an Indirect Cost Analysis that provides a rate using methodology approved by the funding entity.

Task 4: Develop an Annual Report

- a) An annual report for each Fiscal Year (FY2018 and FY2019) will be delivered to the CRVRC and the NHDES that outlines the work that was completed and the financial activities by July 31st of each year.
- b) CRVRC Commission members and CRJC will be prepared to meet with NHDES and any appropriate audiences to explain the current financial and administrative condition of the organizations.

Responsible Parties: The Administration of this contract shall be under the supervision of both the CRVRC and the CRJC and its elected officers.

Proposed Timeline: The contract shall be in effect from July 1, 2017 until June 30, 2019.

EXHIBIT B
PAYMENT SCHEDULE

CRJC shall invoice the CRVRC bi-monthly thereafter based on actual project expenses incurred for those two months. All services shall be performed to the satisfaction of CRVRC and NHDES before payment is made. All payments shall be made upon receipt and approval that the tasks have been performed and upon receipt of an associated invoice. Supporting documentation shall be submitted with the invoices demonstrating work completed. Total contract shall not exceed \$60,000.

**EXHIBIT C
SPECIAL PROVISIONS**

Contract funds are to be used solely for the services and related costs described in the Scope of Services.

Paragraph 17 is stricken as CRJC is comprised of governmental entities and will be performing only administrative functions.

There are no other special provisions.

Handwritten signature of Richard Walling in cursive script, with a horizontal line extending to the right from the end of the signature.

Richard Walling
President, CRJC

June 29, 2017

Contractor Initials _____
Date _____

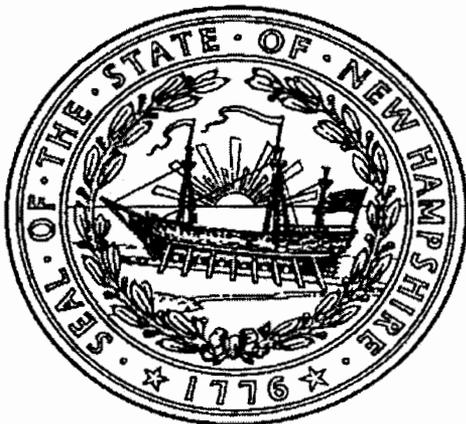
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONNECTICUT RIVER JOINT COMMISSIONS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 23, 1990. 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: 172695



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of June A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporate Authority)

I, **Mary Sloat**, Duly Elected Treasurer of Connecticut River Joint Commissions, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that:

- (1) I am the duly elected and acting Treasurer of the Corporation;
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) that the Executive Committee of the Corporation has authorized, on May 15, 2017, such authority to be in force and effective until June 30, 2019.

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Richard Walling, President
Jason Rasmussen, Vice-President

- (5) the meeting of the Executive Committee of the Board of Directors was held in accordance with State of New Hampshire law and the by-laws of the Corporation; and
- (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Corporation this 15th day of May 2017.



Mary Sloat, Treasurer

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN

On this 15th day of May 2017, before me, **Christine N. Courtemanche** the undersigned Officer, personally appeared **Mary Sloat** who acknowledged herself to be the **Treasurer** of Connecticut River Joint Commissions, Inc., a corporation and that she as such **Treasurer** being authorized to do so, executed the foregoing instrument for the purposed therein contained.

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

 10/29/19
Commissioner of Deeds/Commission Expiration Date

