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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

June 1, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **SOLE SOURCE** agreement with the Seabrook-Hamptons Estuary Alliance (VC #301148), Hampton, NH, in the amount of $22,000 to provide planning technical assistance to member coastal communities, effective as of July 1, 2021 through June 30, 2022, upon G&C approval. 100% Federal Funds.

Funding is available in the following account. Funding for FY 2022 is contingent upon continuing appropriation and availability of funds.

	FY 2022
03-44-44-442010-3642-102-500731	$22,000

Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services

EXPLANATION

This award is **SOLE SOURCE** because the Seabrook-Hamptons Estuary Alliance (SHEA) is the only entity that works to preserve, restore, and advocate for the Hampton-Seabrook estuary through education, community outreach, and research in order to provide habitat for wildlife, improve water quality, protect against flooding, and provide for responsible recreational and commercial use. The New Hampshire Coastal Program (NHCP) annual program budget includes local technical planning assistance funds for SHEA, the University of New Hampshire Cooperative Extension and NH Sea Grant programs (UNHCE/NHSG), and the two Regional Planning Agencies – Rockingham Planning Commission (RPC) and Strafford Regional Planning Commission (SRPC) – that serve communities located in the coastal zone. These funds were specifically targeted for technical assistance to support partnerships with SHEA, UNHCE/NHSG, RPC, and SRPC on environmental issues of common concern where the planning agencies can broaden the NHCP's expertise and outreach to communities throughout the coastal region.

The NHCP Technical Assistance contracts have been part of the overall NOAA approved program and annual work plans for more than twenty years. NHCP staff meets annually with the directors and staff of the technical assistance grantees to develop program priorities and annual work programs for inclusion in the annual NHCP budget. All four organizations provide professional planning assistance and services to municipal planning boards and staff in the communities they serve.

The purpose of this agreement is to support SHEA in its provision of technical planning assistance to its member coastal communities—Hampton, Hampton Falls, and Seabrook. Funds will be used to 1) participate in the New Hampshire Coastal Adaptation Workgroup; 2) provide technical assistance focused on enhancing coastal resilience and/or stewardship of the Hampton-Seabrook Estuary in SHEA member communities; 3) conduct outreach and analysis focused on enhancing coastal resilience and/or stewardship of the Hampton-Seabrook Estuary in SHEA member communities; and 4) develop outreach and educational products related to efforts conducted under this contract.

Total project costs are budgeted at $37,000. DES will provide $22,000 of the project costs through this federal grant. SHEA will provide $15,000 in matching funds. 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 29 Hazen Drive / PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Seabrook-Hamptons Estuary Alliance		1.4 Contractor Address 24 Stickney Terrace, Unit 2 Hampton, NH 03842	
1.5 Contractor Phone Number (603) 758-1177	1.6 Account Number 03-44-44-442010-3642-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation $22,000
1.9 Contracting Officer for State Agency Nathalie DiGeronimo, Coastal Program		1.10 State Agency Telephone Number (603) 559-0029	
1.11 Contractor Signature Date: 5/12/2021		1.12 Name and Title of Contractor Signatory Rayann Dionne, Vice President	
1.13 State Agency Signature Date: 6/1/21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 6/11/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Exhibit A
Special Provisions

The Contract will begin on the date when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this Contract but not prior to 07/01/2021 ("Effective date").

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.

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) ***Debarrment 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.

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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 standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) ***Participation by Disadvantaged Business Enterprises.*** The Contractor shall comply with the terms of *2 CFR Part 200 Subpart D*, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) ***New Restrictions on Lobbying: Interim Final Rule.*** The Contractor shall comply with the terms of *15 CFR part 28* and *2 CFR Part 200 Subpart E* which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

X) ***Drug-Free Workplace.*** The Contractor shall comply with the terms of *2 CFR part 1329* which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor e certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) ***Bonding requirements.*** The Contractor shall comply with *2 CFR Part 200 Subpart D* for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently $150,000), the minimum requirements shall be as follows:

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) ***Federal Funding Accountability and Transparency Act (FFATA).*** The Contractor shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 085414466.

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Exhibit B
Scope of Services

A. Annual Technical Assistance (FFY21)

Federal Grant Funding: $15,000 | *Non-Federal Match:* $15,000 | *Total Project Cost:* $30,000

The goal of this task is to provide technical assistance, outreach, and analysis focused on enhancing coastal resilience and stewardship of the Seabrook-Hampton Estuary in Seabrook-Hamptons Estuary Alliance (SHEA) member communities: Seabrook, Hampton, and Hampton Falls. SHEA will perform the following activities.

Activity A.1 – Participate in the New Hampshire Coastal Adaptation Workgroup (CAW)
SHEA will attend the majority of regular full CAW meetings, as well as CAW Talks meetings. SHEA will keep CAW Talks informed about upcoming Coastal Conservation Roundtable (CC Roundtable) dates and agendas, and will also keep CC Roundtable members apprised of upcoming CAW Talks meetings.

Activity A.2 – Provide Technical Assistance Focused on Enhancing Coastal Resilience and/or Stewardship of the Hampton-Seabrook Estuary in SHEA Member Communities

Activity A.2.1 - Provide Support to Hampton Coastal Hazards Adaptation Team (CHAT)
SHEA will work with the NH Coastal Program (NHCP) to provide ongoing support to the Hampton Coastal Hazards and Adaptation Team (CHAT), which is comprised of members of the Hampton Board of Selectmen, Planning Board, Conservation Commission, Zoning Board of Adjustment, Budget Committee, Hampton Beach Area Commission, and Hampton Beach Village District, as well as the Town Planner, Deputy Director of Public Works, and two property owners. Since 2019, CHAT has met monthly to investigate Hampton's vulnerability to coastal flooding and develop draft recommendations to increase flood resilience. Work completed under this Activity during the project period may include, but is not limited to:

- Continuing to retain planning and note-taking services to help plan, facilitate, and document CHAT meetings as needed;
- Continuing to advocate for the implementation of CHAT recommendations, help monitor implementation progress, and continue to expand and enhance CHAT's knowledge of flooding and adaptation strategies as flood conditions evolve;
- Assisting CHAT in reviewing and commenting on Phase II of Hampton's Master Plan update and the Coastal Resilience update to the Hampton Beach Area Commission Master Plan, if already underway.

Activity A.2.2 – Investigate Interest in Establishing a Seabrook CHAT
SHEA will continue investigating and exploring the potential for establishing a Coastal Hazards Adaptation Team in Seabrook. This work will be planned and coordinated with other NHCP partners to avoid duplication and maximize benefit. In 2020, SHEA had preliminary discussions with Seabrook's Planning Board and Conservation Commission about whether they felt Seabrook could benefit from a CHAT program. Both groups were interested in the concept, but expressed some hesitation as to whether Seabrook's flooding issues and concerns are significant enough to warrant such an effort. To better understand this concern, SHEA will gather additional information and insight from appropriate municipal staff such as the DPW Director, Town Planner, along with other officials to hone in on Seabrook-specific flood-related

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vulnerabilities and to identify knowledge gaps and needs. This information-gathering phase may be accomplished by using some combination of interviews, virtual meetings, or surveying. SHEA will also try to identify a local leader that can help coordinate and guide this effort. If time and funding allow, SHEA will use this insight to plan and organize up to three knowledge-building workshops geared to municipal staff and officials centered around Seabrook's top flooding concerns and needs.

Activity A.3 – Conduct Outreach and Analysis Focused on Enhancing Coastal Resilience and/or Stewardship of the Hampton-Seabrook Estuary in SHEA Member Communities

Activity A.3.1 – Coordination of the Flood Smart Roundtable Citizen Discussion Group
SHEA will continue to plan and host a series of Flood Smart Roundtable discussions open to municipal officials and residents interested in the topics being discussed. These are facilitated, informal discussions on a variety of topics having to do with coastal flooding and resilience. These meetings are typically held bi-monthly from April to October with the goal of hosting 3-4 sessions annually. Past topics ranged from the technical aspects of elevating a structure to the details of qualifying for and applying for FEMA's Hazard Mitigation Grant Program funding, and Emergency Management perspectives on what to do to stay safe before, during, and after a flood. SHEA will also act as the interface between local and national research groups seeking citizen-scientists to help inform their work related to coastal flooding, and the participants at the Flood Smart Roundtable. This coordination will enable both groups, in different ways, to learn more about local coastal Flooding. When appropriate SHEA will showcase local research projects by UNH and other agencies related to coastal resilience (see Activity 4.1).

Activity A.3.2 – Estuary Management Plan (EMP) Support
SHEA will support the public outreach component during the development phase of the Estuary Management plan. Work completed under this Activity during this project period may include, but is not limited to:

- Working with a facilitator to engage Winnacunnet High School students in the process of developing a "Vision" for the Estuary. This gives students a perspective on how people can contribute to their community's goals, and ensures that the students' thoughts are included in the final Visioning chapter.
- Continuing to work with the new Estuary Science Collaborative to gather input relative to the critical indicators of estuary health, including but not limited to aquatic and avian wildlife, water quality, vegetation, the salt marsh, and the impacts of sea-level rise. Based on the Collaborative's input, add baseline, goal, remediation, and monitoring information to the draft Estuary Management Plan.
- Presenting draft chapters of the EMP to municipal officials and residents of the three surrounding communities for input/feedback as those drafts are completed.

Activity A.3.3 –Picture Post Monitoring and Measurements in the Hampton-Seabrook Estuary
SHEA will continue to explore the best options available for coordinating and working with Winnacunnet High School students to utilize "Picture Posts" and simple measuring metrics to measure and track ecotone movement in the salt marsh, as well as to "ground truth" the 2015 Sea Level Affecting Marshes Model (SLAMM) results. Ideally, this program would teach participating students how to identify low and high marsh indicators, recognize the transition areas and how they may be changing, and accurately record data and analyze the results through a combination of classroom and fieldwork. The program would also teach students about the

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SLAMM modeling effort and how their data can play an important role in confirming SLAMM projections. Findings would be made public via student-led presentations and written reports. In 2020, SHEA received positive feedback from the Winnacunnet High School AP Biology teacher about this program but COVID-related restrictions have made coordination and scheduling difficult for the 2020-2021 school year. SHEA will work on developing the necessary information and tools, such as pre-recorded instructional videos, to enable the teacher to assign this project as an independent study should COVID limitations remain a factor in the 2021-2022 school year.

Activity A.3.4 – Open Space Conservation for Flood Storage and Salt Marsh Migration
SHEA will update the 2020 Conservation Land Project based on the newly available high-resolution Tidal Wetlands maps developed in partnership with the NH Coastal Program, NOAA's Office of Coastal Management, and the Great Bay National Estuarine Research Reserve. The original project involved identifying privately owned parcels, in and adjacent to the estuary that are prime candidates for the local Conservation Commissions to consider pursuing as either a fee-simple purchase or conservation easement. SHEA referenced the 2016 NH Conservation Land Plan and the Sea Level Affecting Marsh Modeling (SLAMM) as primary tools used in this selection process. SHEA would like to compare the selected parcels against the high-resolution Tidal Wetlands Maps and highlight those parcels that contain unique or threatened plant species. This additional information can further support the local prioritization of conservation land efforts.

Activity A.3.5 – Workshops featuring work being performed by UNH
SHEA will establish and maintain regular contact with select UNH professors and groups, such as the UNH Cooperative Extension and NH Sea Grant. The purpose of these connections is to keep informed and up-to-date about student projects that are, directly or indirectly, relevant to the Hampton-Seabrook Estuary. SHEA will offer to work with the professors and students to post their project completion write-ups on the SHEA website, as well as to host workshops featuring live or video presentations of those projects. Such videos can also be posted on the SHEA website. The purpose of this project is to help keep residents and municipal officials aware of new concepts that may be beneficial to the estuary and to give the students experience in in-person presentations of their work to different audiences. These presentations will also give the students a direct, as well as an academic connection to the estuary and the people who live and work around it.

Activity A.4 – Outreach and Education Product
SHEA will publish at least one blog post, news article, social media post, etc. summarizing at least one of the technical assistance or outreach efforts completed as part of Activity 2 or 3.

Activity A.5 – Reporting
SHEA will prepare and submit an Interim Report that summarizes work performed and progress made to date on all tasks. Report due date: December 2021

SHEA will prepare and submit a final report that summarizes all activities completed throughout the project period and will include SHEA responses to an NHCP Technical Assistance Program Review intended to provide feedback about how this grant funding supports the objectives of this grant. Report due date: June 2022

Contractor Initials RAD
Date 5/12/21

Annual Technical Assistance (FFY21) Deliverables:

- Activity A.1: Attendance at full CAW and CAW Talks meetings
- Activity A.2.1: CHAT meeting minutes published on SHEA website
- Activity A.2.2: Seabrook flood-related knowledge gaps and needs identified
- Activity A.3.1: 3-4 Flood Smart Roundtable workshops and outreach materials
- Activity A.3.2: Public and Estuary Science Collaborative input on draft EMP
- Activity A.3.3: Options for integrating Picture Post Monitoring into WHS curriculum
- Activity A.3.4: Updated 2020 Conservation Land Project findings
- Activity A.3.5: Workshops and/or write-ups featuring relevant UNH projects
- Activity A.4: SHEA Newsletter(s) and other outreach program materials
- Activity A.5: Interim Report (December 2021) and Final Report (June 2022)

B. CHAT Outreach Strategy Development & Implementation (FFY19)

Federal Grant Funding: $7,000 | *Non-Federal Match:* $0 | *Total Project Cost:* $7,000

The goal of this task is to increase the Hampton Coastal Hazard and Adaptation Team (CHAT)'s capacity to develop, implement, and evaluate a strategic outreach plan to build awareness and support for CHAT's recommendations to increase flood resiliency in Hampton, NH. SHEA will complete the following tasks:

Activity B.1 – Conduct Target Audience Analysis and Develop Outreach Strategy

SHEA will hire a Communications and Outreach Specialist to help CHAT refine its outreach goals and objectives, identify and analyze target audiences, develop an outreach strategy and plan activities to help build awareness and support for CHAT's recommendations; and define measures of success.

Activity B.2 – Implement Outreach Activities

SHEA, in coordination with CHAT, will implement public outreach activities identified in CHAT's outreach strategy, including but not limited to a bi-monthly newsletter or other electronic updates on CHAT progress; neighborhood pop-up events; and virtual input sessions. Technology will be employed in order to remove barriers to engagement such as physical mobility, location, and time. Consideration will be made for those that do not have internet access. Outreach efforts will be coordinated with other related and ongoing Town initiatives such as Phase II of the Hampton Master Plan Update, resilience audit of Hampton's land use regulations, and Hampton Beach Area Commission Master Plan Update.

Activity B.3 – Summarize and Evaluate Outreach Activities

SHEA, in coordination with CHAT, will summarize and evaluate outreach activities to assess effectiveness and impact and inform next steps.

Activity B.4 – Reporting

SHEA will prepare and submit an Interim Report that summarizes work performed and progress made to date on all tasks. Report due date: December 2021

SHEA will prepare and submit a final report that summarizes all activities completed throughout the project period. Report due date: June 2022

Contractor Initials RA
Date 5/12/21

CHAT Outreach Strategy (FFY19) Deliverables:

- Activity B.1: CHAT Target Audience Analysis and Outreach Strategy
- Activity B.2: Implementation of 2-3 Outreach Activities
- Activity B.3: Summary and Evaluation of Outreach Activities
- Activity B.4: Interim Report (December 2021) and Final Report (June 2022)

Funding Credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Contractor Initials RM

Date 5/12/21

Exhibit C
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 and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the grant award of $22,000. Matching funds provided by the Contractor shall total at least $15,000 of non-federal cash and in-kind services.

Contractor Initials RAD
Date 5/12/21

CERTIFICATE

I, Jay Diener, President of the Seabrook-Hamptons Estuary Alliance, do hereby certify that:
(1) I am the duly elected President;
(2) at the meeting held on April 28, 2021, the Seabrook-Hamptons Estuary Alliance voted to accept DES funds and to enter into contracts with the Department of Environmental Services;
(3) the Seabrook-Hamptons Estuary Alliance further authorized the Vice President to execute any documents which may be necessary for the contracts;
(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:

Rayann Dionne

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Seabrook-Hamptons Estuary Alliance, this 13 day of May, 2021.

Jay Diener

Signature of Certifying Officer

Jay Diener

Printed name of Certifying Officer

STATE OF NEW HAMPSHIRE
County of Rockingham

On this the 13th day of May, 2021, before me ~~Jay Diener~~ Laurie Olivier LO (enter name of the Notary Public) the undersigned officer, personally appeared Jay Diener who acknowledged himself/herself to be the President of the Seabrook-Hamptons Estuary Alliance 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.

Laurie Olivier

Signature of Notary Public

Laurie Olivier

Printed name of Notary Public

Commission Expiration Date:
(Seal)

LAURIE A. OLIVIER
Notary Public - New Hampshire
My Commission Expires December 20, 2022

Seabrook-Hamptons
Estuary Alliance
24 Stickney Terr, Unit 2
Hampton, NH 03842
603.758.1177

May 12, 2021

To: New Hampshire Department of Environmental Services Coastal Program

Re: Exempt from Worker's Compensation Insurance Requirement

Dear Ms. Howard;

This letter will serve as notice that the work proposed by the Seabrook-Hamptons Estuary Alliance (SHEA) for NHDES does not require Worker's Compensation Insurance. SHEA has no employees and is therefore exempt from maintaining statutory worker's compensation insurance. All subcontractors hired by SHEA under this contract are required by SHEA to carry their own personal medical insurance.

SHEA's state of New Hampshire business ID number is 692638.

Sincerely,

Rayann Dionne
SHEA Vice President & Treasurer

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2021

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 have ADDITIONAL INSURED provisions or 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

G & A INSURANCE, INC
34 Dover Point Road
Dover NH 03820

CONTACT NAME: Stan Cataldo
PHONE (A/C, No, Ext): (603) 742-2644 FAX (A/C, No): (603) 742-2406
E-MAIL ADDRESS: scataldo@gandainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Seabrook Hamptons Estuary Alliance, Inc.
24 Stickney Terrace
Hampton NH 03842

COVERAGES **CERTIFICATE NUMBER:** Master 2021 -2022 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BLS(22)59543594	05/15/2021	05/15/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The New Hampshire Department of Environmental Services is listed as an additional insured per written contract.

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
PO Box 95
Concord NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

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 SEABROOK-HAMPTONS ESTUARY ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 31, 2013. 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: **692638**

Certificate Number: **0005369231**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2021.

William M. Gardner
Secretary of State

Attachment A
Budget Estimate

Item	State (federal)	Non-Federal (match)	*Match Type (C/K)	Total
Personnel				
Fringe				
Equipment				
Travel				
Supplies	$1,270	$1,000	K/C	$2,270
Sub-Contractual	$18,530	$12,500	K/C	$31,030
Construction				
Other				
Indirect	$2,200	$1,500	K/C	$3,700
TOTALS	**$22,000**	**$15,000**		**$37,000**

* Match Type: Indicate "C" is cash match; "K" if in-kind