The State of New Hampshire
Department of Environmental Services
Robert R. Scott, Commissioner

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April 26, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the Seabrook Hamptons Estuary Alliance (VC# 301148-B001), Hampton, NH, for a total of $15,000, to provide planning and outreach technical assistance to coastal communities, effective upon Governor and Council approval through June 30, 2025,. 100% Federal Funds.

Funds are available in the following account.

	FY 2024
03-44-44-442010-3642-102-500731	$15,000

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

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** agreement the Seabrook Hamptons Estuary Alliance (SHEA). This agreement is **SOLE SOURCE** because SHEA is uniquely positioned to provide local technical assistance planning to coastal New Hampshire communities. SHEA is the only entity that works to preserve, restore, and advocate for the Hampton-Seabrook Estuary through education, community outreach, and research. The New Hampshire Coastal Program (NHCP) annual program budget includes local technical planning assistance funds for SHEA. These funds were specifically targeted for technical assistance to support partnerships with SHEA 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 funds will be used to 1) participate in the New Hampshire Coastal Adaptation Workgroup; 2) provide coastal resilience planning and outreach assistance to coastal municipalities; and 3) develop public education and outreach products related to efforts conducted under this agreement.

The budget estimate included as Attachment A. Total project costs are budgeted at $30,000. NHDES will provide $15,000 in federal grant funding and SHEA will provide $15,000 in matching funds. 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

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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 Concord, NH 03302-0095	
1.3 Contractor Name Seabrook-Hamptons Estuary Alliance		1.4 Contractor Address 24 Stickney Terrace Ste 2 Hampton, NH 03842	
1.5 Contractor Phone Number 603-738-0295	1.6 Account Unit and Class 442010-3042-102	1.7 Completion Date June 30, 2025	1.8 Price Limitation $15,000
1.9 Contracting Officer for State Agency Rebecca Katz		1.10 State Agency Telephone Number 603-559-0024	
1.11 Contractor Signature Date: 4/17/24		1.12 Name and Title of Contractor Signatory Rayann Dionne – Executive Director	
1.13 State Agency Signature Date: 4/29/24		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	

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: Melissa Foles, AAG On: 5/1/24

1.17 Approval by the Governor and Executive Council *(if applicable)*

G&C Item number: G&C Meeting Date:

Contractor Initials RAD
Date 4/17/24

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, 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.

3.3 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. 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 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, 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 Cwhich is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to the covenants, termsand 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials AAD
Date 4/17/24

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials BKD
Date 4/17/24

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials RAD
Date 9/17/24

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 07/01/2023 ("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.

Contractor Initials AH
Date 4/17/24

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 $250,000), 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 UEI number is Y111NJKAN9Q8.

Contractor Initials RAD
Date 4/17/24

Exhibit B
Scope of Services

The goal of this grant is to provide technical assistance, outreach, and analysis focused on enhancing coastal resilience and stewardship of the Hampton-Seabrook Estuary (HSE) in Seabrook-Hamptons Estuary Alliance (SHEA) member communities: Seabrook, Hampton, and Hampton Falls. The five primary Estuary goals outlined in the Hampton-Seabrook Estuary Management Plan (EMP) align with the objectives of this grant and were used to inform and guide the project selection process. The primary goals of EMP center around 1) maintaining a thriving and diverse estuarine environment, 2) protecting and enhancing flood storage and mitigation benefits, 3) encouraging sustainable public, recreational, and commercial uses, 4) fostering and increasing community awareness of the estuary's valuable services, 5) supporting planning efforts based on existing and emerging sound science.

SHEA will complete the following activities:

Activity 1: Participate in the New Hampshire Coastal Adaptation Workgroup (CAW)

Description: A SHEA member will regularly attend the full CAW and CAW-Talks meetings. When mutually beneficial, SHEA will invite members of the Coastal Conservation Commission Roundtable to CAW-Talks meetings and CAW-Talks members to Roundtable meetings.

- Estimated budget: $625 ($0 Federal, $625 In-Kind Match)
- Estimated timeframe: July 2024 – June 2025

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

Activity 2.1: Support the Hampton Coastal Hazards Adaptation Team (CHAT)

Description: Provide CHAT with administrative, technical, and meeting facilitation to support activities such as:

- Expanding and enhancing CHAT's knowledge base about evolving sea-level rise and climate change projections and innovative adaptation techniques critical for fine-tuning its recommended coastal hazard adaptation strategies for the Town of Hampton.
- Planning and implementing outreach events identified in the 2022 Community Engagement Strategies to more effectively communicate and solicit public input on CHAT's proposed coastal hazard adaptation strategies.
- Monitoring the implementation progress of CHAT's recommendations.

Grant funds will cover hiring an independent planner and facilitator, a minute taker, guest speaker fees, and SHEA personnel support time and meeting attendance. The attendance and participation of Hampton municipal staff, board/committee members, and guests at monthly meetings, subcommittee meetings, and outreach events will be counted as In-Kind match.

- Estimated budget: $18,287 ($10,287 Federal, $8,000 In-kind Match)
- Estimated timeframe: July 2024 through June 2025

Contractor Initials AD
Date 4/17/24

Activity 2.2: Support the Seabrook Coastal Resilience Team (CRT)

Description: In partnership with the RPC, SHEA will provide administrative, technical, and meeting facilitation to support the Seabrook CRT. The primary objectives are to improve coordination and collaboration on coastal resilience and adaptation efforts and provide public education and outreach opportunities concerning coastal hazard impacts and adaptation options. The current schedule is to convene this group quarterly, as appropriate. The RPC and SHEA will work with NHCP to revise and refine a more detailed scope of work regarding this task before September 13, 2024. Grant funds will cover SHEA personnel support time and meeting attendance, outreach materials, speaker fees, and CRT webpage management. Seabrook municipal staff, board/committee members, and guest attendance at CRT meetings will be counted as In-Kind match.

- Estimated budget: $2,606 ($1,606 Federal, $1,000 In-Kind Match)
- Estimated timeframe: July 2024 through June 2025

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

Activity 3.1: Coordinate Public Outreach and Educational Opportunities

Description: Plan and host 2-4 outreach or educational events (i.e., workshops, webinars, or activities) open to municipal officials and residents. SHEA will identify and prioritize topics of interest by utilizing insights from the EMP, evaluations from past events, and input from the HSE communities. Examples of potential topics may include but are not limited to emerging research about the health or uses of the estuary, impacts of coastal flooding, strategies for mitigating flood risk to buildings, introductions to floodplain maps and ordinances, review and updates on flood insurance requirements and rate determinations, and progress updates on local initiatives such as the Seacoast Greenway, salt marsh ditch remediation, and the Flood Ready Neighborhood program.

When appropriate, SHEA will coordinate with partner organizations such as NHCP, UNH Cooperative Extension, NH Sea Grant, and UNH Professors and students to co-host or participate in these events to provide greater breadth and depth of information that can be passed on and discussed with the audience. These partners frequently work on research and planning topics related directly or indirectly to the HSE. All virtual and in-person presentations, when feasible, will be recorded and subsequently made available on SHEA's website alongside any accompanying materials. Grant funds will cover SHEA personnel time for planning, publicity, website postings, and event hosting. Funds may also be used to cover potential speaker fees. Public participant attendance will be counted as In-Kind match.

- Estimated budget: $4,341 ($1,341 Federal, $3,000 In-Kind Match)
- Estimated timeframe: July 2024 through June 2025

Activity 3.2: Establish and support programs in HSE community schools to increase awareness of sea level rise issues and impacts.

Contractor Initials AB
Date 4/17/24

Description: Work with partner organizations and the schools in Hampton, Seabrook, and Hampton Falls to explore opportunities to create and establish programs or events to increase student awareness of the causes and impacts of sea level rise. Work completed under this activity may include the following:

- Working with the administration/faculty at Seabrook Middle School (SMS) over the course of the 2024-2025 school year to develop and implement science-based activities that will help expand students' familiarity and interaction with the estuary adjacent to the school.
    - .
    - Continue to work with the SMS curriculum director and 6th-grade science teacher to refine and/or expand the salt marsh vegetation field day program and identify opportunities to conduct seasonal monitoring using the campus picture post into the existing curriculum.
    - Continue to help identify, plan, and execute a culminating 8th-grade project that builds on existing/emerging 5th-7th grade projects to provide thematic continuity across all 4 years.

Grant funds will cover SHEA personnel time in planning, executing, and publicizing programs. Student participation will be counted as In-Kind match.

- Estimated budget: $2,546 ($1,546 Federal, $1,000 In-Kind Match)
- Estimated timeframe: July 2024 through June 2025

Activity 4: Conduct Outreach and Education Product

Description: SHEA will publish at least one blog post, news article, social media post, etc., summarizing the technical assistance or outreach efforts completed as part of Activity 2 or 3.

Materials developed for Activities 1-3 will include the NOAA, NHCP and DES logos. All press releases and articles 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 NH Department of Environmental Services Coastal Program."

- Estimated budget: $1,385 ($110 Federal, $1,275 In-Kind Match)
- Estimated timeframe: July 2024 through June 2025

Activity 5: Annual Grant Progress Update and Scoping Meeting

Description: SHEA will prepare for and attend the annual winter grant progress update and scoping for the upcoming grant cycle hosted by NHDES.

- Estimated budget: $210 ($110 Federal, $100 In-Kind Match)
- Estimated timeframe: July 2024 through June 2025

Task Outcomes:

1. Interim Report

Contractor Initials RAD
Date 4/17/24

a. SHEA will prepare and submit semi-annual reports in that summarizes progress on the listed tasks.
b. *Outcome End Date:* December 2024

2. Final Report
    a. SHEA will prepare and submit a final report that summarizes all project activities. The report will include progress on the listed tasks and final deliverables will be attached
    b. *Outcome End Date:* June 2025

Deliverables:

- Activity 1: Attendance log for CAW and CAW Talks meetings (June 2025)
- Activity 2: Deliverables associated with implemented technical assistance projects (June 2025)
    - 2.1 (CHAT): 6 and 12-month progress summary including digital copies or links to meeting minutes, CHAT webpage updates/posting, or other outreach materials or handouts related to CHAT activities.
    - 2.2 (CRT): 6- and 12-month progress summary including digital copies or links of meeting minutes, CRT webpage updates/postings, or other outreach materials or handouts related to CRT activities.
- Activity 3: Outreach materials and deliverables associated with implemented outreach and analysis projects (June 2025)
    - 3.1 (Public Outreach): Program flyers, photo documentation (i.e., kiosk installation), presentation materials, and/or links to video recordings posted on SHEA's website.
    - 3.2 (School Programs): Progress summary and digital copies of educational or other materials created to publicize or support this effort.
- Activity 4: Outreach and education product (June 2025)
    - Digital copy of the outreach or educational product
- Activity 5: Attendance at the annual meeting

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 RAD
Date 4/17/24

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 $15,000. Matching funds provided by the Contractor shall total at least $15,000 of non-federal cash and in-kind services.

Contractor Initials RAD
Date 4/17/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006197025**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2023.

David M. Scanlan

Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Jay Diener, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Seabrook-Hamptons Estuary Alliance. I hereby certify the following is a true copy of a vote taken
(Name of Corporation)

at a meeting of the Board of Directors/shareholders, duly called and held on April 10, 2024,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Rayann Dionne, Executive Director (may list more than one person)
(Name and Title)

is duly authorized to enter into contracts or agreements on behalf of

Seabrook-Hamptons Estuary Alliance with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

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

DATED: April 17, 2024 **ATTEST:** Jay Diener

Jay Diener, President

4/17/24

Before me appeared Jay Diener and executed the foregoing document

Rayann Olivier

Laurie A. Oliver
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 10/19/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2024

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., DBA: SHEA
24 Stickney Terrace
Hampton NH 03842

COVERAGES **CERTIFICATE NUMBER:** Master 2024-25 **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: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BLS(25)59543594	05/15/2024	05/15/2025	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	$
								$
A	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		XWS(25)59543594	01/01/2024	01/01/2025	PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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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Attachment A
Budget Estimate
Seabrook Hamptons Estuary Alliance

Item	Federal	Non-Federal	*Match Type (C/K)	Total
Personnel	$4,320	$800	In-Kind	$5,120
Fringe	320			$320
Equipment				
Travel				
Supplies	$75			$75
Sub-Contractual	$8,880	$13,000	In-Kind	$21,880
Construction				
Other	200	$1,200	In-Kind	$1,400
Indirect	$1,205			$1,205
TOTALS	**$15,000**	**$15,000**		**$30,000**

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