



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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May 17, 2022

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, in the amount of \$15,000 to provide planning technical assistance to member coastal communities, effective as of July 1, 2022 through June 30, 2023, upon Governor and Council approval. 100% Federal Funds.

Funding is available in the following account.

	<u>FY 2023</u>
03-44-44-442010-3642-072-500575	\$15,000
Dept. Environmental Services, Coastal Zone Management, Grants— Federal	

EXPLANATION

This agreement 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's (NHCP) annual budget includes local technical planning assistance funds for SHEA, the University of New Hampshire Cooperative Extension, the New Hampshire Sea Grant (UNHCE/NHSG) programs, and the two regional planning agencies that serve communities located in the coastal zone, including the Rockingham Planning Commission (RPC) and Strafford Regional Planning Commission (SRPC). 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 National Oceanic and Atmospheric Administration (NOAA) approved program and annual work plans for more than 20 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.

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The purpose of this agreement is to support SHEA in providing 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 agreement.

Total project costs are budgeted at \$30,000. NHDES will provide \$15,000 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 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.

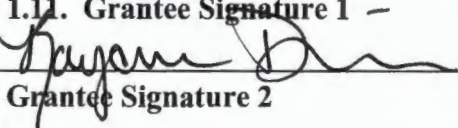
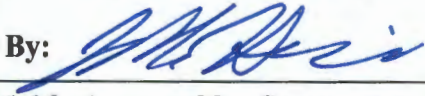
We respectfully request your approval.


for Robert R. Scott, Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

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. Grantee Name Seabrook-Hamptons Estuary Alliance		1.4. Grantee Address 24 Stickney Terrace, Unit 2, Hampton, NH 03842	
1.5 Grantee Phone # 603-758-1177	1.6. Account Number 03-44-44-442010-3642-072-500575	1.7. Completion Date June 30, 2023	1.8. Grant Limitation \$ 15,000
1.9. Grant Officer for State Agency Nathalie DiGeronimo, Coastal Program		1.10. State Agency Telephone Number 603-559-0029	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 - 		1.12. Name & Title of Grantee Signor 1 Beyann Dionne, Board Member	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) For Robert Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 6/6/2022	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
 7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
 8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
 9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
 - 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
 - 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
 11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Exhibit A Special Provisions

This Agreement 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 07/01/22 ("Effective Date").

Federal Funds paid under this agreement are from a Federal Cooperative 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 Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the Grantee.

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 Grantee 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 Grantee 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 Grantee 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 Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) **Debarment and Suspension.** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or 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 Grantee shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in

this Agreement without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Grantee 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 Grantee 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 Grantee 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 *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

X) Drug-Free Workplace. The Grantee 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 Grantee 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 Grantee 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 Grantee'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 Grantee 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.

Exhibit B Scope of Services

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

SHEA will complete the following tasks.

Task 1. Participate in the New Hampshire Coastal Adaptation Workgroup (CAW)

SHEA will attend the majority of the full CAW meetings and CAW-Talks meetings. SHEA will, when appropriate, invite members of the Seacoast Conservation Commission Roundtable to CAW-Talks meetings, and invite CAW-Talks members to Roundtable meetings.

Estimated budget: \$200 (\$0 Federal, \$200 In-Kind Match)

Estimated timeframe: July 2022 through June 2023

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

SHEA will provide technical assistance focused on enhancing coastal resilience and/or stewardship of the Hampton-Seabrook Estuary in at least one SHEA-member community. This work will be planned and implemented in coordination with the Rockingham Planning Commission and others as needed to expand scope, maximize benefit, and minimize duplication of effort.

Task 2.1. Provide Ongoing Support to the Hampton Coastal Hazards Adaptation Team (CHAT)

SHEA will continue to provide the support needed to advocate for the implementation of select CHAT strategies, help monitor implementation progress, and continue to expand and enhance CHAT's knowledge of flooding and adaptation strategies as flood conditions evolve. SHEA will continue to support and assist with meeting facilitation, attend CHAT meetings, and post CHAT information and updates on the SHEA website. The proposed grant budget for this activity covers the meeting planner, minute taker, plus 3-4 misc. speaker fees for 10 CHAT meetings, and appropriate website updates. SHEA's participation in CHAT planning and organization meetings and other meetings/events on behalf of CHAT will be counted as In-Kind match.

Estimated budget: \$14,000 (\$7,000 Federal, \$7,000 In-kind Match)

Estimated timeframe: July 2022 through June 2023

Task 2.2. Explore Supporting Coastal and Estuarine Resilience Improvement Efforts in SHEA-Member Communities

SHEA will explore opportunities to leverage SHEA's network and knowledge base, and provide strategic, informational, and public outreach to support SHEA's member communities achieve their coastal resilience-oriented goals. As appropriate, SHEA will collaborate with the Rockingham Planning Commission (RPC) to broaden our ability to support the development, refinement, and implementation of flood mitigation and adaptation strategies or other special interests related to planning and adapting to future coastal flood risks. RPC will coordinate efforts with SHEA to advance coastal resiliency in at least one of the communities within the Seabrook-Hampton Estuary. Advancement efforts may include the establishment of multi-stakeholder group with facilitation assistance and technical support from the RPC and NHCP. The primary objectives of the group would be 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. As efforts progress to formalize a partnership with one of the Seabrook-Hampton Estuary communities, the RPC and SHEA will work with NHCP to revise and refine a more detailed scope of work regarding this task before September 15, 2022. The proposed grant budget for this activity includes support personnel, outreach materials, misc. speaker fees, and SHEA's website management. SHEA's participation in planning, organizational, and town meetings will be counted as In-Kind match.

Estimated budget: \$1,180 (\$590 Federal, \$590 In-Kind Match)

Estimated timeframe: July 2022 through June 2023

Task 3. CONDUCT OUTREACH AND ANALYSIS FOCUSED ON ENHANCING COASTAL RESILIENCE AND/OR STEWARDSHIP OF THE HAMPTON-SEABROOK ESTUARY IN SHEA-MEMBER COMMUNITIES

SHEA will conduct outreach and analysis focused on enhancing coastal resilience and/or stewardship of the Hampton-Seabrook Estuary in at least one SHEA-member community. This work will be planned and implemented in coordination with the Rockingham Planning Commission and others as needed to maximize benefit and minimize duplication of effort. The work may also include helping to publicize other related coastal resilience outreach efforts by fellow organizations.

Task 3.1. Estuary Management Plan (EMP) Support

In September, 2021, SHEA contracted with Forrest Bell Environmental (FBE) to create a management plan for the Hampton-Seabrook estuary. The development of the EMP is supported by a technical Advisory Committee that includes representatives from NHDES, PREP, NH Audubon and other organizations, as well as the Town Planners from the three communities. The EMP is scheduled for completion by the end of 2022. SHEA will continue to support the outreach component of the development, delivery, and implementation of the EMP. This may include:

- Continuing to be the liaison between FBE and the Advisory Committee. The Advisory Committee will be asked to review and provide technical comment on draft chapters of the EMP. The Committee will also provide guidance on the overall development of the EMP.
- Coordinating the presentation of EMP draft chapters to each town's Planning Board and Conservation Commission for review and input.
- Facilitating the presentation of the draft final EMP to each town's Board of Selectmen for review/approval, and to the residents of the communities for their comments.
- Create and distribute presentation and publicity materials, and website updates.
- Begin working with the three SHEA-Member communities to guide implementation of the EMP's Management Strategies

The proposed grant budget for this activity includes the cost of outreach materials and website support while SHEA's participation in EMP meetings and outreach events will be counted as In-Kind match.

Estimated budget: \$3,520 (\$1,760 Federal, \$1,760 cash match)

Estimated timeframe: July 2022 through March 2023

Task 3.2. Coordination of Informative/Educational Public Outreach Events

SHEA will continue to plan and host a series of public presentations and discussions, open to municipal officials and residents. These may range from formal presentations to informal discussions. The topics may include those related to the health or uses of the estuary, to coastal flooding and resilience topics. The nature and topics will be chosen opportunistically, based on expressed resident need/interest and/or applicable research/tools becoming available. The goal will be to conduct at least 4 of these sessions each year. When appropriate, SHEA will invite partner organizations to co-host or participate in these events to provide greater breadth and depth of information that can be passed onto and discussed with the audience.

Potential workshop/outreach topics may include updates regarding the FEMA flood maps; changes to flood insurance requirements and rate determinations; structural elevation information and details; an update on the Seacoast Greenway; a salt marsh tour; the Coastal Neighborhood Technical Assistance Program, and others.

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 current research grants and 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 collected and posted on the SHEA website. The proposed grant budget for this activity will be used for planning and hosting presentations, publicity materials, and website updates. SHEA's participation in planning, hosting, and publicizing these presentations will be counted as In-Kind match for this grant.

Estimated budget: \$1,100 (\$550 Federal, \$550 In-Kind Match)

Estimated timeframe: September 2022 through June 2023

Task 3.3. Establish and Support Programs in Area Schools to Increase Awareness of Sea-Level Rise Issues and Impacts

SHEA will work with partner organizations and schools in Hampton, Seabrook, and Hampton Falls 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:

- Working with the administration/faculty at Seabrook Middle School (SMS) to obtain School Board approval to implement a Picture Posts salt marsh monitoring program.
- Supporting UNH Cooperative Extension/NH Sea Grant (UNHCE/NHSG) efforts to expand its "Climate in the Classroom" program, which has been held at the Lincoln-Ackerman school in Hampton Falls and Winnacunnet High School in Hampton, to other local community schools.

SHEA will work with UNHCE/NHSG and NHCP to agree upon a more detailed scope by September 15, 2022. The proposed grant budget for this activity covers potential program implementation expenses and SHEA's participation in planning, executing, and publicizing programs will be counted as in-kind match.

Estimated budget: \$1,300 (\$650 Federal, \$650 In-Kind Match)

Estimated timeframe: July 2022 through June 2023

Task 3.4. Host a Coastal Resilience and Resource Fair

SHEA will host a pilot one-day fair with educators, resilience specialists, and product/process representatives to provide local residents and property owners with information about ongoing efforts to improve coastal resiliency, as well as an opportunity to learn about different options or tools they can use to make their properties more resilient. Each person/organization will have a table/station where they can tell their stories and/or present their concepts. The Fair will be open to the public, and visitors can stop at any and all stations that capture their interest. Stations may be staffed by people who will speak about concepts such as flood venting; foundation waterproofing, flood insurance; structural elevations, sump pumps; stormwater management landscaping; the Hampton State Park Beach Grass Garden; Beach Profiling; Pollinator Pathways; Birding on the Estuary; Seacoast GreenWay; Marine Docents; etc. The Fair will be on one Saturday or Sunday, and hosted at a facility with ample parking, and room to host the Fair. Examples of such facilities are local schools or the Hampton Masonic Lodge. If the fair is successful, SHEA will work to make it an annual event. The proposed grant budget for this activity will cover the cost of an event planner, facility rental, supplies, publicity, and website updates and SHEA's time supporting the event will be counted as In-Kind match.

Estimated budget: \$8,700 (\$4,350 Federal, \$4,350 In-Kind Match)

Estimated timeframe: September through June 2023

TASK 4: CONDUCT OUTREACH AND EDUCATION PRODUCT

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.

TASK 5. REPORTING

Task 5.1. Interim Report

SHEA will prepare and submit an Interim Report that summarizes the work performed under all activities during the period from July 1, 2022 through December 31, 2022. The Interim Report is due January 13, 2023.

Task 5.2. Final Report

SHEA will prepare and submit a Final Report that summarizes all the work performed under all activities during the period from July 1, 2022 through June 30, 2023. The Final Report will include the NHCP Technical Assistance Program review intended for grantees to provide feedback about how this grant funding supports the objectives of this grant. The Final Report is due June 30, 2023.

Deliverables:

- Attendance at CAW and CAW Talks meetings (Task 1)
- CHAT meeting notes and updates published on SHEA website (Task 2.1)
- Progress report on establishing a multiple-stakeholder group or similar form of support in Seabrook or Hampton Falls, and updates on the SHEA website (Task 2.2)
- Estuary Management Plan meeting and publicity materials, and info/updates on the SHEA website (Task 3.1)
- Program flyers, presentation materials or video recordings posted on the SHEA website for at least 4 events (Task 3.2)
- Implementation of school program(s) and associated publicity (Task 3.3)
- Fair flyer, other publicity materials, and post-fair summary and evaluation (Task 3.4)
- Published materials, including blog posts, newsletters and/or social media posts (Task 4)
- Interim and Final Report (Task 5)

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.

Exhibit C
Method of Payment and Grant Amount

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

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. 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 Grantee no more frequently than monthly.

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

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 at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 5, 2022,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Rayann Dionne
(Board member) (may list more than one person) is
(Name and Title)

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 13, 2022

ATTEST: Jay Diener, President
(Name & Title)

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.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2022

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	
		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	
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COVERAGES

CERTIFICATE NUMBER: Master 2022-23

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.

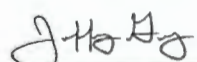
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BLS(23)59543594	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

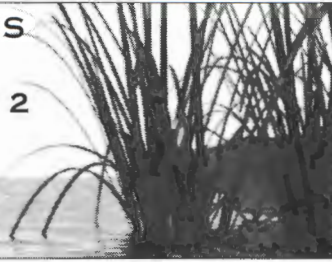
CANCELLATION

New Hampshire Department of Environmental Services PO Box 95 Concord NH 03302	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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SEABROOK-HAMPTONS
ESTUARY ALLIANCE
24 STICKNEY TERR, UNIT 2
HAMPTON, NH 03842

603.758.1177



OUR MISSION IS TO PROTECT THE COASTAL AND AQUATIC RESOURCES AND PRESERVE THE SEABROOK-HAMPTONS ESTUARINE SYSTEM THROUGH EDUCATION, COMMUNITY OUTREACH AND RESEARCH.

DATE: April 15, 2022

TO: New Hampshire Department of Environmental Services Coastal Program
RE: Exempt from Worker's Compensation Insurance Requirement

Dear MS. DiGeronimo,

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

Board Member

Seabrook-Hamptons Estuary Alliance

Attachment A

Item	Federal	Non-Federal	*Match Type (C/K)	Total
Personnel				
Fringe				
Equipment				
Travel				
Supplies	\$2,960	\$2,960	(C/K)	\$5,920
Sub-Contractual	\$10,676	\$10,676	(C/K)	\$21,352
Construction				
Other				
Indirect	\$1,364	\$1,364	(C/K)	\$2,728
TOTALS	\$15,000	\$15,000		\$30,000

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