



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



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**Robert R. Scott, Commissioner**

November 24, 2020

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a contract with the Rockingham Planning Commission (RPC) (VC #154887-B001), Exeter, NH in the amount of \$58,500 to develop a coastal innovative land use guide and resiliency program framework, effective upon Governor and Council approval through June 30, 2022. The funding source is 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-44-442010-3642-102-500731	\$58,500
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services	

**EXPLANATION**

The New Hampshire Coastal Program (NHCP) issued a Request for Proposals (RFP) on May 20, 2020 for projects that improve resilience to coastal hazards in New Hampshire communities. Projects eligible to receive funding from NHCP's competitive Coastal Resilience Grant funding opportunity included projects that build capacity with decision-makers; assess vulnerability, risk, and/or resilience; engage in proactive planning; or accomplish project site selection and design. Ten eligible proposals were received and ranked according to selection criteria and selection committee discussion. Three proposals were selected to receive funding, including the proposal submitted by RPC to develop a coastal innovative land use guide and resiliency program framework. A scoring matrix that includes a list of the staff who participated in proposal review, along with their titles and level of experience is provided in Attachment B.

The project will develop a user-friendly coastal innovative land use guide (CILUG) focused on model regulations, land development standards and resource protection to inform municipal climate change adaptation and resilience actions. The CILUG will facilitate adoption of recommended best practices by local decision makers using the best available science, policy and guidance.

Total project costs are budgeted at \$73,125. DES will provide \$58,500 of the project costs through this federal grant. RPC will provide \$14,625 in matching funds. In the event that Federal funds become no longer available, General funds will not be requested to support the project. A budget breakdown is provided in Attachment A.

[www.des.nh.gov](http://www.des.nh.gov)

222 International Drive • Suite 175 • Portsmouth, NH 03801  
 (603) 559-1500 • TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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The agreement has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner

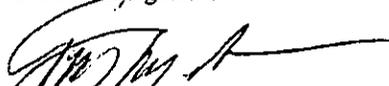
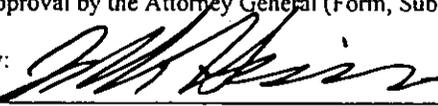
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

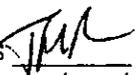
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Rockingham Planning Commission		1.4 Contractor Address 156 Water Street, Exeter NH 03833	
1.5 Contractor Phone Number 603-778-0885	1.6 Account Number 03-44-44-442010-3642-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$58,500
1.9 Contracting Officer for State Agency Kirsten Howard, Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature  Date: 10/29/20		1.12 Name and Title of Contractor Signatory Tim Roache, Executive Director	
1.13 State Agency Signature  Date: 12/1/20		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/2/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 10/29/20

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall; within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials TMK  
Date 10/29/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**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.

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) **Debarment and Suspension.** The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- VII) **Procurement.** When purchasing goods or services with contract or match funds, the Contractor shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.
- a. **Assignment of Subcontracts.** The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State 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 certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

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

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) *Federal Funding Accountability and Transparency Act (FFATA)*. The Contractor shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 099363210.

**Exhibit B**  
**Scope of Services**

The project will develop a user-friendly coastal innovative land use guide (CILUG) focused on model regulations, land development standards and resource protection to inform municipal climate change adaptation and resilience actions. The CILUG will facilitate adoption of recommended best practices by local decision makers using the best available science, policy and guidance. Implementation of these regulations and standards will be supported by ready to use products (e.g. models, case studies, and examples) and provide multiple mechanisms for long-term adoption success and tracking. The CILUG is intended to address adaptation and resilience issues and priorities in all 17 New Hampshire's Coastal Zone municipalities. The project will develop a framework for a regional sustainability and resiliency program (including a funding concept) as the long-term strategy to implement the CILUG recommendations, and more broadly to increase the capacity of coastal municipalities to adapt and thrive given the challenges posed by climate change. The regional sustainability and resiliency program will be modeled after similar initiatives undertaken in New Hampshire, Maine, Massachusetts and Rhode Island.

The Rockingham Planning Commission will complete the following tasks, as outlined in their Coastal Resilience Grant proposal, entitled "306-19\_A Coastal Innovative Land Use Guide\_Revised Proposal," which is incorporated by reference:

**Task 1: Convene Steering Committee to guide development of the coastal adaptation and resilience innovative land use guide (CILUG).**

Solicit key coastal stakeholders and municipalities to participate in a project Steering Committee including municipal representatives experienced with innovative coastal planning and regulations and additional partners stated in the PROJECT PERSONNEL & PARTNERS section above. The role of the Steering Committee will be to inform topics included in the CILUG, review and comment on draft products, and advice on formatting and delivery mechanisms for outreach described in Task #5.

*Deliverables:* A minimum of six Steering Committee meetings to review and provide guidance for the development of a coastal adaptation innovative land use regulation guidance document and related outreach described in Task #5. Meeting minutes and compilation of comments/reviews. *Timeframe:* January 2021 – March 2022

**Task 2: Compile innovative land use regulations adopted by coastal municipalities and prepare up to 5 case studies on how and why the initiative was successful and lessons learned in the adoption process.** Compile innovative land use regulations adopted by NH coastal municipalities in recent years and prepare up to 5 case studies on how and why the initiative was successful and lessons learned in the adoption process. Examples from other coastal states will be reviewed and included as relevant to NH coastal needs and impacts. Studies will be used in the development of the CILUG and to promote outreach (through Task #4) to local decision makers as to the purpose and benefits of pursuing coastal adaptation and resiliency in their communities.

*Deliverable:* A series of case studies to be include within the CILUG document to highlight the

benefits and steps needed to allow for adoption of regulations that promote coastal adaptation and resiliency. Case studies may be used to inform development of model regulations in the CILUG. *Timeframe:* January 2021 – June 2021

**Task 3: Develop a coastal adaptation and resilience innovative land use guide (CILUG).** Development of the CILUG will be guided by collaboration with SRPC, input from the Steering Committee, experiences of coastal municipalities in implementing innovative strategies, and best available science, policy and guidance including examples from other coastal states. The CILUG will be formatted to be user-friendly, streamlined with instructional notes and hyperlinks to relevant information, and provided in MS-Word format for editing. Some CILUG elements will be new model regulations while others will be modules to be inserted as “add-ons” into existing ordinances and regulations. Each model regulation and module will include a statement of rationale for adoption and specific goals and objectives to be met under the ordinance/regulation. The CILUG will provide guidance on regulatory actions that allow for incremental adoption/implementation by identifying benchmarks of what actions/projects/studies/goals should be in place prior to proceeding with more advanced regulatory actions. Refer to the section PROJECT DESCRIPTION & GUIDING PRINCIPLES for an example list of models that may be included in the CILUG.

*Deliverable:* A coastal adaptation and resilience innovative land use guide that uses the best available science and policy, is formatted to be user friendly, and allows for integration into a future update of the NH Innovative Land Use Guide. *Timeframe:* March 2021 – December 2021

**Task 4: Customize one draft regulation for three to four coastal municipalities (one in SRPC’s region and up to three in RPCs region) using the CILUG.** Municipalities will be a selected based on: 1) commitment to working with RPC/SRPC, and 2) past adoption of regulatory action(s) or projects related to coastal adaptation or resilience or demonstrated motivation in working on such projects. RPC/SRPC will strive to work with at least one municipality that has accomplished little action directly related to climate adaptation and resilience but is ready to take this step forward. RPC and SRPC will inventory the status of each municipalities’ regulations and community goals from sources such as their Master Plan, the PREPA database and the NHOSI Annual Survey to provide a list of recommended actions for the municipality to work on, work with municipal officials to select a topic or action, and follow up with municipal planning staff and/or officials to engage with development of a draft ordinance/regulation. RPC and SRPC will create a standard draft regulation report format that includes details about why the topic is a priority for the municipality, the draft regulation language, detailed section for further considerations for the municipality, and directions for adoption procedures. Upon completion of draft regulations, municipalities will be given explanation regarding the recommended regulation, areas for further consideration, and the process needed for adoption. RPC and/or SRPC will meet with the municipalities at least twice to review the draft regulations; adoption of the regulations or any continued work will be up to the responsibility of each municipality. (Note: Due to the timing of municipal annual meeting requirements zoning regulations drafted in early 2022 will not be eligible for adoption at most municipalities 2022 annual meetings.)

*Deliverable:* Up to four customized draft regulations based on the CILUG. These customized

draft regulations will also serve as examples to be included in the CILUG. *Timeframe:* October 2021 – June 2022.

**Task 5: Facilitated outreach for the CILUG and concept for the regional sustainability and resiliency program framework.** Deliver two workshop style outreach events – one inland coastal, one Atlantic coast - to review the CILUG with local decision makers and coastal stakeholders. These events will also include an overview of the draft regional sustainability and resiliency program conceptual framework. Note: Workshops will be designed as video conference events with contingencies to modify the workshop format for in-person events with remote access in the event COVID-19 health restrictions are lifted.

*Deliverable:* Deliver two workshops – one inland coastal, one Atlantic coast - to review the CILUG and an overview of the draft regional sustainability and resiliency program conceptual framework. *Timeframe:* October 2021 – December 2021

**Task 6: Develop a regional coastal sustainability and resilience program framework and conceptual funding mechanism with guidance from an advisory group of key coastal municipal representatives.** Development of this framework will consist of the following action items: 1) compile examples of successful sustainability and resilience programs in other New England/Northeast states including phone interviews as necessary; 2) prepare a draft program framework and funding concept brief; 3) based on the draft concept brief, gauge interest of coastal municipalities in program participation and level of anticipated funding commitment of a regional program via an online survey and follow-up interviews; 4) refine the draft concept brief based on municipal input; 5) meet up to three times with federal, state and coastal region partners and stakeholders (including representatives from municipalities and organizations representing vulnerable populations) to review draft concept brief and revise based on input; and 6) prepare final draft concept brief. These suggested actions items may be expanded or modified based on input from project partners and stakeholders. Note: Meetings and interviews will be designed as video conference events with contingencies to modify the format for in-person events with remote access in the event COVID-19 health restrictions are lifted. Groups such as CAW Talks, SHEA, CHAT, and Exeter Sustainability Advisory Committee will be engaged during development of the regional framework. Ongoing and completed topical research and models from Southern Maine Planning & Development Commission and the Cape Cod Commission will be referenced.

*Deliverable:* A regional coastal sustainability program framework, description and funding mechanism concept and conduct outreach as described in Task 6 items #3 and #5 above to gather input from municipalities and coastal stakeholders. *Timeframe:* April 2021 – March 2022

**Task 7: Work with the NH Office of Strategic Initiatives (NHOSI).** Incorporate the tracking of implementation of the CILUG into the NHOSI annual land use survey. Prepare and deliver a presentation of the CILUG and the regional coastal sustainability and resilience program framework and conceptual funding mechanism at the annual NHOSI conference or other venue such as a recorded webinar or a live video conference presentation. RPC will also continue coordination efforts with NHDES Watershed Bureau and NHOSI about integration of the CILUG and anticipated future update of the NH Innovative Land Use Guide.

**Deliverable:** Work with NHOSI to incorporate the CILIG adoption into the OSI annual survey. Prepare and deliver a presentation to be given at the spring 2022 OSI annual planning conference (or equivalent event if no spring conference can be held). **Timeframe:** Ongoing coordination, February 2021 – May 2022

**Task 8: Routine project meetings with SRPC and NH Coastal Program staff regarding development of the CILUG and the regional coastal sustainability program framework.** Work collaboratively with Coastal Program staff to develop deliverables in Task 7 and Task 8.

**Deliverables:** At least bi-monthly meetings with SRPC and Coastal Program staff to review project status and deliverable. More frequent meetings will be scheduled as necessary.  
**Timeframe:** February 2021 - June 2022.

**Task 9: Develop semi-annual reports and final project report to NHDES.**

**Deliverables:** Two semi-annual reports and one final project report to NHDES Coastal Program as required. **Timeframe:** Semi-annual report due June 2021 and January 2022. Final report due June 2022.

**Funding Credit and ADA Compliance:** All final work products and outreach materials shall include the NOAA, NHDES, NHCP, and Town of Hampton 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 Americans with Disabilities Act (ADA) 508 requirements and Web Content Accessibility Guidelines (WCAG) AAA standards. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, and signage.

**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 \$58,500. Matching funds provided by the Contractor shall total at least \$14,625 of non-federal cash and in-kind services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2020

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 Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-962-7132	FAX (A/C, No): 800-845-3666
E-MAIL ADDRESS: BusinessService@LibertyMutual.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Ohlo Casualty Insurance Company		24074
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Rockingham Planning Commission  
156 Water St  
Exeter NH 03833

COVERAGES CERTIFICATE NUMBER: 56997326 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BZO58281160	7/1/2020	7/1/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPPOP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			BAO58281160	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

NH Dept of Env 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

Ammy Nord

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## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833	<b>Member Number:</b> 563	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory Each Accident      \$2,000,000 Disease - Each Employee      \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
NH Department of Environmental Services PO Box 95 29 Hazen Dr Concord NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 10/22/2020    mpurcell@nhprimex.org
			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

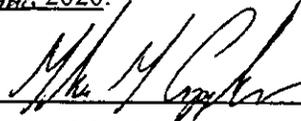
CERTIFICATE

I, Glenn Coppelman, Secretary of the Rockingham Planning Commission, do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at the meeting held on May 27, 2020, the Rockingham Planning Commission voted to accept DES funds and to enter into contracts with the Department of Environmental Services;
- (3) the Rockingham Planning Commission further authorized the Executive Director to execute any documents which may be necessary for the contracts;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Tim Roache

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 29<sup>TH</sup> day of OCTOBER, 2020.



\_\_\_\_\_  
Signature of Certifying Officer

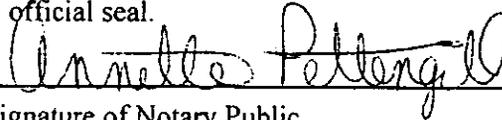
GLENN G. COPPELMAN

\_\_\_\_\_  
Printed name of Certifying Officer

STATE OF NEW HAMPSHIRE  
County of Rockingham

On this the 29<sup>th</sup> day of October, 2020, before me Annette Pettengill, the undersigned officer, personally appeared Glenn Coppelman, who acknowledged himself/herself to be the Secretary of the Rockingham Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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



\_\_\_\_\_  
Signature of Notary Public

Annette Pettengill

\_\_\_\_\_  
Printed name of Notary Public

Commission Expiration Date: 3/23/21  
(Seal)



Attachment A

Budget Estimate

Item	Federal (NHCP)	Non-federal (Match)	Match Type (cash, in-kind or both)	Total
Personnel	\$21,788	\$5,381	In-kind & cash	\$27,169
Fringe	\$0	\$0		\$0
Equipment	\$0	\$0		\$0
Travel	\$150	\$0		\$150
Supplies	\$0	\$0		\$0
Sub-contractual	\$8,750	\$2,375	In-kind & cash	\$11,125
Construction	N/A	N/A	N/A	N/A
Other	\$0	\$0		\$0
Indirect	\$27,812	\$6,869	In-kind & cash	\$34,681
Totals	\$58,500	\$14,625		\$73,125

**Attachment B**  
**Grant Scoring Matrix**

	Town of Durham	UNH GRANIT	Town of Seabrook	The Nature Conservancy	Rockingham Planning Commission	City of Dover	UNH Sea Grant	Stafford RPC	Hampton Beach Area Commission	City of Portsmouth
Reviewer "A"	78	74	76	99	91	84	79	95	43	79
Reviewer "B"	61	67	61	85	79	70	66	87	41	64
Reviewer "C"	75	58	69	82	87	78	67	80	49	70
Reviewer "D"	84	74	63	95	97	84	81	92	79	77
Reviewer "E"	79	86	83	97	86	70	86	89	45	80
Reviewer "F"	71	70	66	89	74	73	79	82	48	55
<b>AVERAGE</b>	75	72	70	91	86	77	76	88	51	71
<b>RANK</b>	6	7	9	1	3	4	5	2	10	8

**Review Team Members:**

- Steve Couture, Coastal Program Administrator, 21 years of experience in environmental planning and grants management.
- Chris Williams, Federal Consistency Coordinator, 21 years of experience in regulatory and coastal management.
- Kevin Lucey, Habitat Coordinator, 18 years of experience in environmental assessment, project management, and watershed restoration.
- Kirsten Howard, Coastal Resilience Coordinator, 11 years of experience in coastal policy and resilient project management.
- Nathalie Morison, Coastal Resilience Specialist, 10 years of experience in coastal policy, management and resiliency.
- Ben Sweeney, NOAA Coastal Management Fellow, 4 years of experience in coastal resilience research and project management.