



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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April 1, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend a contract (PO #1072053) with the Rockingham Planning Commission (VC #154887-B001), Exeter, NH, for the "Coastal Resilience: North Hampton and Little Boars Head Coastal Hazards and Adaptation Mater Plan Chapters" project by extending the project completion date to June 30, 2022 from June 30, 2021 and revising the scope of work to include additional reporting deliverables, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on January 8, 2020, Item #39. 100% Federal Funds. This is a no cost time extension.

EXPLANATION

The NHDES requests approval of this no cost time amendment in order to provide the Rockingham Planning Commission with additional time to complete tasks in the agreed upon scope of services. Specifically, this amendment will enable the Rockingham Planning Commission to complete deliverables committed to in the original contract that were delayed due to COVID-19. Edits to the scope of work to indicate additional interim reporting deadlines are provided in the attached contract amendment. No changes to the original budget are requested in this amendment. DES will provide 100% of the project costs through the federal grant. To date, \$7,654 of the original agreement of \$17,550 has been spent.

In the event that federal funds become no longer available, general funds will not be requested to support the project. This amendment has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.


Robert R. Scott, Commissioner

Contract for Services with Rockingham Planning Commission
Amendment No. 1

This Contract (hereinafter called the "Amendment") dated this 2th day of March, 2021, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Rockingham Planning Commission (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to a Contract (hereinafter called the "Contract") approved by the Governor and Council on January 8, 2020, item #39, the Grantee agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Contract in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract: The Contract is hereby amended as follows:
 - (A) The completion date as set forth in Paragraph 1.7 of the Contract shall be changed from June 30, 2021 to June 30, 2022.
 - (B) Exhibit A (Scope of Services) of the Contract shall be amended as follows and noted with strikethrough (deletion) and underlined (addition).

Task 1: Establish a steering committee for both Town and LBH, comprised of municipal staff and volunteer board members, the Steering Committee will meet regularly during the project (at least 6 meetings) to provide input to the content of the chapters and inform the public outreach approaches. Steering Committee discussions will be led by Rockingham Planning Commission, with input from UNHCE/NHSG.

Timeframe: ~~February 2020, meeting through May 2021.~~ October 2020 through November 2021. Deliverable: A minimum of 6 steering committee meetings.

Task 2: Host a kick-off public information session to discuss: 1) the current state of knowledge and science regarding coastal hazards and adaptation strategies and, 2) how developing a master plan chapter can help coordinate the Town's and LBH's plans and actions to address rising sea levels and more frequent and intense storms in the short-, mid-, and long-term. Specifically, this session is designed to 1) increase public awareness and understanding of the impacts, risks, and actions that the Town or LBH can take to help the community prepare for, bounce back from, and adapt to coastal hazards; and 2) gather preliminary community input on concerns, priorities, and experiences related to coastal hazards to inform the chapter.

Activities for this session may include:

- Posters and other opportunities for participants to indicate their top concerns related to coastal hazards, specific locations/assets they are concerned about.

Initials: TML
Date: 3/16/21

- Presentation of information, recommendations and maps from (but not limited to) the North Hampton 2018 Hazard Mitigation Plan, Tides to Storms project, NHDES Resilient Tidal Stream Crossing Project, Groundwater Rise Modeling, Living Shoreland Suitability, 2018 Philbrick Pond Salt Marsh Drainage Study and the 2016 Coastal Conservation Plan Water Resources Supplement.
- A storymap (or other mechanism) that could show identified hazards, sea-level rise and saltmarsh migration projections, and other relevant information (portable touchscreens could be used for individual viewing).

Different information sources, maps, and photos of past storm/king tide impacts will be available to raise awareness about available information and prompt discussion. Input gathered from this event will be compiled and summarized to illustrate local impacts, projections, and concerns. The public information session will be videotaped for local access TV and/or Facebook livestream to attract demographic sectors that may be unable to attend a session.

RPC will provide content for the session and oversee the story map (or other mechanism) development with input from UNHCE/NHSG. UNHCE/NHSG will develop materials, design interactive activities, and facilitate the session, to be held in spring 2020. A second event may be held in August 2020 to reach additional and underserved audiences, e.g., summer residents and others.

Timeframe: ~~March 2020, completed August 2020.~~ November 2020, completed January 2021.

Deliverable: A public information session with outreach materials and mechanism to inform participants about coastal hazards and solicit feedback regarding local impacts and concerns.

Task 3: Hold individual stakeholder meetings (up to 6) with key municipal staff (Emergency Management Director, Public Works Director, Town Administrator, Building Department, etc.) and members of municipal boards/committees (Select Board, LBH Commissioners, Conservation Commission, Planning Boards, Economic Development, CIP Committee, etc.) to review draft chapter content and identify priorities and areas for collaboration between the Town/LBH and different stakeholder groups. RPC will lead these meetings, with assistance from UNHCE/NHSG as needed.

Timeframe: ~~April 2020, completed June 2020.~~ February/March, completed April 2021.

Deliverable: Identified problem areas or topics, and priority areas for action from Town and LBH officials and staff who will be the implementers of many of the identified actions in the CHAMP.

Task 4: Draft master plan chapters with background information, broad goals and actions for adaptation and mitigation strategies, but also include site-specific vulnerabilities and action plans base on input from steering committee and from stakeholder groups. Strategies and actions should include short, mid and long-term time frames. Specific information and mapping to be included in assessment of site-specific vulnerabilities and development of goals and actions will include local resources, such as North Hampton 2018 Hazard Mitigation Plan, 2018 Philbrick Pond Salt Marsh Drainage Study, North Hampton Natural Resource Inventory (updated to be completed by June 2020), North Hampton Historic Structures Inventory, Tides to Storms project, NHDES Resilient Tidal Stream Crossing Project, UNH Groundwater Rise

Modeling, DES Living Shoreland Suitability, 2016 Coastal Conservation Plan Water Resources Supplement, NHDOT Long-Range Plan, and the NOAA Project of Special Merit – Coastal SHIFT project output evaluating the impacts of sea level rise on transportation corridors in New Hampshire (outputs from this project should be completed by early 2021.) Specific consideration during the assessment will be those areas where vulnerabilities exist and actions can be implemented that benefit vulnerable populations and/or preserve or improve natural resources. Leveraging natural capacity and functions to the degree possible will be considered a priority due to its long-term and multiple benefits characteristics.

*Timeframe: ~~April 2020, completed September 2020.~~ March 2021 completed September 2021.
Deliverable: Two draft master plan chapters that include the best available climate science being used to develop coastal resiliency goals and actions identified as priorities by key stakeholders.*

Task 5: Facilitate public input opportunities to review and provide input to the draft goals, strategies and action plans. Specifically, two public input sessions will be held at two different days and times to maximize participation from all audiences, including underserved audiences (e.g., the elderly, economically vulnerable residents). Materials from the public information session (see Task 2) will be on display, such as King Tide photos, key maps, a summary of participants' top concerns, and potentially an updated story map or other tool (see Task 2) in print and/or online format. Participants will be engaged via interactive activities to discuss and prioritize key strategies and actions. The project team will develop a participant packet with key materials for discussion. Additional input will be gathered via online tools such as <https://publicinput.com/> or other survey/input methods, as well as some paper forms in public places. This opportunity will be widely publicized to all audiences across town, including businesses, manufactured home park residents, the elderly, etc. UNHCE/NHSG, with input from RPC, will develop associated materials, facilitate these sessions, develop an online survey, and compile input to inform the final chapter and action plans.

Timeframe: ~~June 2020, completed October 2020.~~ May 2021, completed September 2021 (Note that both sessions may be held in early summer.) Deliverables: Two public input sessions to review items from Task 2 and solicit draft goals and actions from Task 4.

Task 6: Incorporate public feedback into draft master plan chapters and review revisions with steering committee. Feedback received will also be used to update outreach material where applicable. The Town and LBH's Planning Boards, LBH Commissioners and LBH Select Board will be kept informed on progress with the development of both master plan chapters and feedback via regular written reports.

*Timeframe: ~~June 2020, completed November 2020.~~ May 2021 completed October 2021.
Deliverable: Public feedback from Task 6 to be included in draft chapters and outreach material (if applicable).*

Task 7: Review finalized master plan drafts with Planning Board in North Hampton and Little Boars Head. The respective Planning Boards will require final review of the draft plans to increase likelihood of draft chapters being moved to public hearing and adopted.

Timeframe: ~~February 2021, completed March 2021.~~ September 2021 completed November 2021 Deliverables: Final input from the Town and LBH Planning Boards incorporated in to draft chapters.

Task 8: Prepare final draft chapter for Public Hearing with presentation for both North Hampton and LBH Planning Boards. If one or both Planning Boards move drafted chapters to public hearing the presentation(s) will be given at each public hearing.

Timeframe: ~~March 2021.~~ November 2021. Deliverables: Final draft chapters to be presented to both Planning Boards with detailed presentations that include how all information and public input were incorporated in to the prepared plans.

Task 9: Prepare ready-to-implement action plans for all Town and LBH officials, staff and stakeholder groups (municipal boards) from final draft chapters. Actions will be based on recommendations in the CHAMP and input contributed from public input sessions and will include a range of audiences for implementation – individuals, community groups, businesses, staff, and specific Town and LBH boards – and will address equity issues and different social groups in town. UNHCE/NHSG will assist RPC with designing ready-to-implement action plan drafts with tasks, time frames, cost, and responsibilities.

Timeframe: ~~February 2021, completed May 2021.~~ August 2021 completed December 2021. Deliverables: Action plans with detailed implementation prepared for all Town and LBH officials, staff and stakeholder groups.

Task 10. Project Semi-Annual Progress Reports and Final Report

The project team will submit semi-annual progress reports on June 30, 2020 and December 31, 2020 and June 30, 2021. The final report deliverable will detail the methodology used to complete the previous Tasks and will be a compilation of the previous Tasks' deliverables and all associated information developed as part of the project. The final report will address comments from the town, NHDES, and other stakeholders.

Deliverable: The project team will submit ~~quarterly~~ semi-annual reports on June 30, 2020 and December 31, 2020 and June 30, 2021. The final report will be submitted upon completion of work on or before ~~June 30, 2021~~ June 30, 2022.

Funding credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program." All final work products must meet the Americans with Disabilities Act (ADA) 508 requirements and are

guided by best practices outlined in the Web Content Accessibility Guidelines (WCAG) AAA standards, including sans-serif fonts, underlined and descriptive text links, color best practices, 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, and signage.

Initials: TMR
Date: 3/16/21

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Rockingham Planning Commission

By [Signature]
Name: TIMOTHY M. ROACHE
Title: EXECUTIVE DIRECTOR

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 16th day of March, 2021, before the undersigned officer,
personally appeared TIM ROACHE who acknowledged him/herself to
be the person who executed the foregoing instrument for the purpose therein contained.

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



[Signature]
Notary Public
My Commission Expires: 3/23/21 alp
3/3/26

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By [Signature]
Robert R. Scott, Commissioner

Approved by Attorney General this 5th day of April, 2021

OFFICE OF ATTORNEY GENERAL

By [Signature]

CERTIFICATE OF VOTE

I, Glenn Coppelman, the duly elected and acting Secretary of the Rockingham Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53), do hereby certify that at a meeting held on May 27, 2020:

1. The Rockingham Planning Commission Executive Committee authorized the Executive Director, Tim Roache, voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;:
2. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
3. The following person has been appointed to, and now occupies, the office indicated under item 1 above: Tim Roache

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission on this 16th day of March, 2021.

[Signature]
Glenn Coppelman, Secretary

STATE OF NEW HAMPSHIRE
County of Rockingham

On this 16th day of March, 2021, before me Annette Pettengill, the undersigned officer, personally appeared, Glenn Coppelman, who acknowledged him/herself to be the Secretary of the Rockingham Planning Commission, and that he/she, as such Secretary, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

[Signature]
Annette Pettengill
Notary Public
(Official Seal)

3/3/26
My Commission Expires





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member: Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833		Member Number: 563	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
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	1/1/2021	1/1/2022	<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.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 3/4/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Department of Environmental Services PO Box 95 29 Hazen Dr Concord NH 03302			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 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: Ohio Casualty Insurance Company		24074
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 60590893 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	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAO58281160	1/11/2021	1/11/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER NH Dept of Environmental Services PO Box 95 29 Hazen Drive 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  Makenzie Bowman

Attachment A
Copy of Original Agreement



The State of New Hampshire
Department of Environmental Services

Kristen Howard



Robert R. Scott, Commissioner

December 5, 2019

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

APPROVED G & C

DATE 8 Jan 2020
ITEM # 39

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a contract with the Rockingham Planning Commission (RPC) (VC #154887-B001), Exeter, NH, in the amount of \$17,550 to develop a coastal hazards and adaptation master plan chapter with the town of North Hampton and Little Boar's Head Village District, effective upon Governor and Council approval through June 30, 2021. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-3642-102-500731 FY 2020
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services \$17,550

EXPLANATION

The New Hampshire Coastal Program (NHCP) issued a Request for Proposals (RFP) on May 9, 2019 for municipal projects that plan for resilience to coastal hazards and build sustained capacity to implement resilience plans. The projects that were eligible to receive funding from NHCP's competitive Coastal Resilience Municipal Grant funding opportunity included either the development of a municipal master plan chapter which was focused on coastal hazards and adaptation, or they included the creation of a sustained municipal initiative to implement an existing coastal hazards and adaptation master plan chapter. Five eligible proposals were received and ranked according to selection criteria and selection committee discussion. All five proposals were selected to receive funding, including the proposal submitted by RPC to provide planning services to the Town of North Hampton and Little Boar's Head Village District. Attachment B includes the scoring matrix and a list of the staff who participated in proposal review, along with their titles and levels of experience.

The goal of this project is to increase knowledge, coordination, and implementation of coastal hazards adaptation actions in North Hampton and the Little Boar's Head Village District by developing Coastal Hazards and Adaptation master plan chapters (CHAMPs) for both jurisdictions concurrently, using a process that focuses on understanding and capacity-building between the Town and Village.

Total project costs are budgeted at \$26,575. NHDES will provide \$17,550 of the project costs through this Federal grant. RPC will provide \$9,025 in matching funds. A budget breakdown is provided in Attachment A. In the event that Federal funds become no longer available, General funds will not be requested to support the project.

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

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

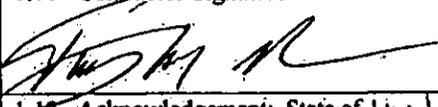
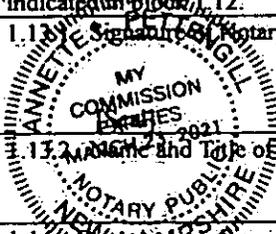
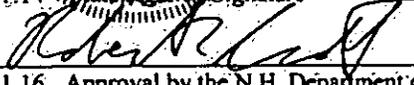
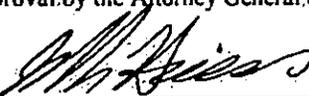
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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, 2021	1.8 Price Limitation \$17,550.00
1.9 Contracting Officer for State Agency Kirsten Howard, Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Timothy M. Roache EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>11/13/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13) Signature of Notary Public or Justice of the Peace  Annette Pettengill			
1.14 Name and Title of Notary or Justice of the Peace Annette Pettengill, Notary			
1.14) State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott Commissioner, NHDES Date: 12/9/19	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/11/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60); and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials TMR
Date 11/13/19

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. 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 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.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Exhibit A
Scope of Services

Project title: Coastal Resilience: North Hampton and Little Boars Head Coastal Hazards and Adaptation Master Plan Chapters

Project goal: The goal of this project is to increase knowledge, coordination, and implementation of coastal hazards adaptation actions in North Hampton and the Little Boar's Head Village District by developing Coastal Hazards and Adaptation master plan chapters (CHAMPs) for both jurisdictions concurrently using a process that focuses on understanding and capacity building between the Town and Village.

Project work: The Rockingham Planning Commission in partnership with the Town of North Hampton and Little Boar's Head (LBH) Village District will complete the following tasks as outlined in their Coastal Resilience proposal, entitled "North Hampton Little Boars Head CHAMPs revised 8-2019," which is incorporated herein by reference:

Task 1: Establish a steering committee for both Town and LBH, comprised of municipal staff and volunteer board members, the Steering Committee will meet regularly during the project (at least 6 meetings) to provide input to the content of the chapters and inform the public outreach approaches. Steering Committee discussions will be led by Rockingham Planning Commission, with input from UNHCE/NHSG.

Timeframe: February 2020, meeting through May 2021. Deliverable: A minimum of 6 steering committee meetings.

Task 2: Host a kick-off public information session to discuss: 1) the current state of knowledge and science regarding coastal hazards and adaptation strategies and, 2) how developing a master plan chapter can help coordinate the Town's and LBH's plans and actions to address rising sea levels and more frequent and intense storms in the short-, mid-, and long-term. Specifically, this session is designed to 1) increase public awareness and understanding of the impacts, risks, and actions that the Town or LBH can take to help the community prepare for, bounce back from, and adapt to coastal hazards; and 2) gather preliminary community input on concerns, priorities, and experiences related to coastal hazards to inform the chapter. Activities for this session may include:

- Posters and other opportunities for participants to indicate their top concerns related to coastal hazards, specific locations/assets they are concerned about.
- Presentation of information, recommendations and maps from (but not limited to) the North Hampton 2018 Hazard Mitigation Plan, Tides to Storms project, NHDES Resilient Tidal Stream Crossing Project, Groundwater Rise Modeling, Living Shoreland Suitability, 2018 Philbrick Pond Salt Marsh Drainage Study and the 2016 Coastal Conservation Plan Water Resources Supplement.
- A storymap (or other mechanism) that could show identified hazards, sea-level rise and saltmarsh migration projections, and other relevant information (portable touchscreens could be used for individual viewing).

Different information sources, maps, and photos of past storm/king tide impacts will be available

to raise awareness about available information and prompt discussion. Input gathered from this event will be compiled and summarized to illustrate local impacts, projections, and concerns. The public information session will be videotaped for local access TV and/or Facebook livestream to attract demographic sectors that may be unable to attend a session.

RPC will provide content for the session and oversee the story map (or other mechanism) development with input from UNHCE/NHSG. UNHCE/NHSG will develop materials, design interactive activities, and facilitate the session, to be held in spring 2020. A second event may be held in August 2020 to reach additional and underserved audiences, e.g., summer residents and others.

Timeframe: March 2020, completed August 2020. Deliverable: A public information session with outreach materials and mechanism to inform participants about coastal hazards and solicit feedback regarding local impacts and concerns.

Task 3: Hold individual stakeholder meetings (up to 6) with key municipal staff (Emergency Management Director, Public Works Director, Town Administrator, Building Department, etc.) and members of municipal boards/committees (Select Board, LBH Commissioners, Conservation Commission, Planning Boards, Economic Development, CIP Committee, etc.) to review draft chapter content and identify priorities and areas for collaboration between the Town/LBH and different stakeholder groups. RPC will lead these meetings, with assistance from UNHCE/NHSG as needed.

Timeframe: April 2020, completed June 2020. Deliverable: Identified problem areas or topics, and priority areas for action from Town and LBH officials and staff who will be the implementers of many of the identified actions in the CHAMP.

Task 4: Draft master plan chapters with background information, broad goals and actions for adaptation and mitigation strategies, but also include site-specific vulnerabilities and action plans base on input from steering committee and from stakeholder groups. Strategies and actions should include short, mid and long-term time frames. Specific information and mapping to be included in assessment of site-specific vulnerabilities and development of goals and actions will include local resources, such as North Hampton 2018 Hazard Mitigation Plan, 2018 Philbrick Pond Salt Marsh Drainage Study, North Hampton Natural Resource Inventory (updated to be completed by June 2020), North Hampton Historic Structures Inventory, Tides to Storms project, NHDES Resilient Tidal Stream Crossing Project, UNH Groundwater Rise Modeling, DES Living Shoreland Suitability, 2016 Coastal Conservation Plan Water Resources Supplement, NHDOT Long-Range Plan, and the NOAA Project of Special Merit – Coastal SHIFT project output evaluating the impacts of sea level rise on transportation corridors in New Hampshire (outputs from this project should be completed by early 2021.) Specific consideration during the assessment will be those areas where vulnerabilities exist and actions can be implemented that benefit vulnerable populations and/or preserve or improve natural resources. Leveraging natural capacity and functions to the degree possible will be considered a priority due to its long-term and multiple benefits characteristics.

Timeframe: April 2020, completed September 2020. Deliverable: Two draft master plan chapters

that include the best available climate science being used to develop coastal resiliency goals and actions identified as priorities by key stakeholders.

Task 5: Facilitate public input opportunities to review and provide input to the draft goals, strategies and action plans. Specifically, two public input sessions will be held at two different days and times to maximize participation from all audiences, including underserved audiences (e.g., the elderly, economically vulnerable residents). Materials from the public information session (see Task 2) will be on display, such as King Tide photos, key maps, a summary of participants' top concerns, and potentially an updated story map or other tool (see Task 2) in print and/or online format. Participants will be engaged via interactive activities to discuss and prioritize key strategies and actions. The project team will develop a participant packet with key materials for discussion. Additional input will be gathered via online tools such as <https://publicinput.com/> or other survey/input methods, as well as some paper forms in public places. This opportunity will be widely publicized to all audiences across town, including businesses, manufactured home park residents, the elderly, etc. UNHCE/NHSG, with input from RPC, will develop associated materials, facilitate these sessions, develop an online survey, and compile input to inform the final chapter and action plans.

Timeframe: June 2020, completed October 2020. Deliverables: Two public input sessions to review items from Task 2 and solicit draft goals and actions from Task 4.

Task 6: Incorporate public feedback into draft master plan chapters and review revisions with steering committee. Feedback received will also be used to update outreach material where applicable. The Town and LBH's Planning Boards, LBH Commissioners and LBH Select Board will be kept informed on progress with the development of both master plan chapters and feedback via regular written reports.

Timeframe: June 2020, completed November 2020. Deliverable: Public feedback from Task 6 to be included in draft chapters and outreach material (if applicable).

Task 7: Review finalized master plan drafts with Planning Board in North Hampton and Little Boars Head. The respective Planning Boards will require final review of the draft plans to increase likelihood of draft chapters being moved to public hearing and adopted.

Timeframe: February 2021, completed March 2021. Deliverables: Final input from the Town and LBH Planning Boards incorporated in to draft chapters.

Task 8: Prepare final draft chapter for Public Hearing with presentation for both North Hampton and LBH Planning Boards. If one or both Planning Boards move drafted chapters to public hearing the presentation(s) will be given at each public hearing.

Timeframe: March 2021. Deliverables: Final draft chapters to be presented to both Planning Boards with detailed presentations that include how all information and public input were incorporated in to the prepared plans.

Task 9: Prepare ready-to-implement action plans for all Town and LBH officials, staff and

stakeholder groups (municipal boards) from final draft chapters. Actions will be based on recommendations in the CHAMP and input contributed from public input sessions and will include a range of audiences for implementation – individuals, community groups, businesses, staff, and specific Town and LBH boards – and will address equity issues and different social groups in town. UNHCE/NHSG will assist RPC with designing ready-to-implement action plan drafts with tasks, time frames, cost, and responsibilities.

Timeframe: February 2021, completed May 2021. Deliverables: Action plans with detailed implementation prepared for all Town and LBH officials, staff and stakeholder groups.

Task 10. Project Semi-Annual Progress Reports and Final Report

The project team will submit semi-annual progress reports on June 30, 2020 and December 31, 2020. The final report deliverable will detail the methodology used to complete the previous Tasks and will be a compilation of the previous Tasks' deliverables and all associated information developed as part of the project. The final report will address comments from the town, NHDES, and other stakeholders.

Deliverable: The project team will submit quarterly reports on June 30, 2020 and December 31, 2020. The final report will be submitted upon completion of work on or before June 30, 2021.

Exhibit B
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.

The total reimbursement shall not exceed the grant award of \$17,550. Matching funds provided by the Contractor shall total at least \$9,025 of non-federal cash and in-kind services.

Exhibit C Special Provisions

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 Task 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 nonfederal 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 Task 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.

CERTIFICATE OF VOTE

I, Glenn Coppelman, the duly elected and acting Secretary of the Rockingham Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53), do hereby certify that at a meeting held on May 29, 2019:

1. The Rockingham Planning Commission Executive Committee authorized the Executive Director, Tim Roache, to execute any documents which may be necessary to effectuate the Coastal Resilience North Hampton & Little Boar's Head Coastal Adaptation Master Plan Chapters contract;
2. This authorization has not been evoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
3. The following person has been appointed to, and now occupies, the office indicated under item 1 above: Tim Roache

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission on this 13th day of November 2019.

Glenn Coppelman
Glenn Coppelman, Secretary

STATE OF NEW HAMPSHIRE
County of Rockingham

On this 13th day of November, 2019, before me Annette Pettengill, the undersigned officer, personally appeared, Glenn Coppelman, who acknowledged him/herself to be the Secretary of the Rockingham Planning Commission, and that he/she, as such Secretary, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Annette Pettengill
Annette Pettengill
Notary Public, Justice of the Peace
(Official Seal)


March 23, 2021
My Commission Expires



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2019

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	
	INSURER A: Ohio Casualty Insurance Company	NAIC # 24074
INSURED Rockingham Planning Commission 156 Water St Exeter NH 03833	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 52117026

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	ADOL SUBR (INSR) (W/D)	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	7/1/2019	7/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAO58281160	1/1/2019	1/1/2020	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 \$ \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			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 Department of Environmental Services
PO Box 95
Concord NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Molly McCallum
Molly McCallum

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ACORD 25 (2016/03)

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CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

Participating Member: Rockingham Regional Planning Commission 156 Water Street Exeter, NH 03833		Member Number: 563	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
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	1/1/2019	1/1/2020	<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.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Environmental Services PO Box 95 Concord, NH 03302-0095			By: Mary Beth Purcell
			Date: 11/1/2019 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A

Budget Estimate

Item	Federal (NHCP; State)	Non-Federal (Match)	Match Type	Total
Personnel	\$11,640	\$9,025	Cash, In kind	\$20,665
Fringe	\$0	\$0		\$0
Equipment	\$0	\$0		\$0
Travel	\$450	\$0		\$450
Supplies	\$1,500	\$0		\$1,500
Sub-Contractual	\$3,960	\$0		\$3,960
Construction	\$0	\$0		\$0
Other	\$0	\$0		\$0
Indirect	\$0	\$0		\$0
Totals	\$17,550	\$9,025		\$26,575

Attachment B

Grant Scoring Matrix

	Weston & Sampson with Seabrook	Stafford Regional Planning Commission with Durham	Rockingham Planning Commission with North Hampton	Rockingham Planning Commission with Exeter	Stafford Regional Planning Commission with Dover
Reviewer "A"	55	94	87	77	83
Reviewer "B"	62	77	81	60	71
Reviewer "C"	75	100	90	72	81
Reviewer "D"	58	89	94	68	71
Reviewer "E"	56	98	89	18	98
AVERAGE	61	92	88	59	81
RANK	4	1	2	5	3

Review Team Members:

- Steve Couture, Coastal Program Administrator, 20 years of environmental planning and grants management experience.
- Chris Williams, Federal Consistency Coordinator, 20 years of regulatory and coastal management experience.
- Kevin Lucey, Habitat Coordinator, 17 years of environmental assessment, project management, and watershed restoration experience.
- Kirsten Howard, Coastal Resilience Coordinator, 10 years of coastal policy, management, and resiliency experience.
- Nathalie Morison, Coastal Resilience Specialist, 9 years of coastal policy, management, and resiliency experience.