



CHRISTOPHER T. SUNUNU
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF STRATEGIC INITIATIVES
107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
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DIVISION OF PLANNING
DIVISION OF ENERGY
www.nh.gov/osi

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May 19, 2021

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

REQUESTED ACTION

Authorize the Office of Strategic Initiatives (OSI) to enter into a **SOLE SOURCE** contract with Southwest Region Planning Commission (SWRPC), (VC#155492), Keene, NH in the amount of \$22,222.00 as part of the Targeted Block Grant (TBG) Program for planning assistance and training to municipalities on local, municipal and regional planning issues, contingent upon approval of Governor and Executive Council from July 1, 2021 through June 30, 2023. 100% General Funds.

Funding is available in the following account, Municipal/Regional Assistance, contingent upon the availability and continued appropriation of funds in the FY2022/23 operating budget, as follows:

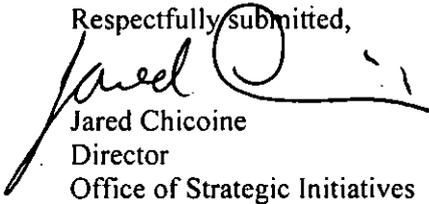
01-02-02-024010-6570000	<u>FY 2022</u>	<u>FY2023</u>
073-500581 Grants Non Federal	\$11,111.00	\$11,111.00

EXPLANATION

The Targeted Block Grant (TBG) Program was established in the 1980s to allocate funds designated for the regional planning commissions in OSI's budget to provide planning assistance to municipalities and to implement regional planning activities. This contract is sole source pursuant to RSA 4-C:8, which authorizes OSI to provide technical assistance through financial grants to each of the nine regional planning commissions in the state. Regional planning commissions were established by the state in 1968 and play an important role in the coordination of planning efforts between the state, regional and local levels.

This funding will enable SWRPC to continue assistance to communities on local planning and developments of regional impact and to provide educational programs for local officials on various planning and land use topics.

Respectfully submitted,


Jared Chicoine
Director
Office of Strategic Initiatives

G&C 06/02/21

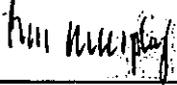
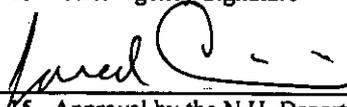
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Office of Strategic Initiatives		1.2 State Agency Address 107 Pleasant Street Johnson Hall, 3 rd Floor Concord, NH 03301	
1.3 Contractor Name Southwest Region Planning Commission		1.4 Contractor Address 37 Ashuelot Street Keene, NH 03431	
1.5 Contractor Phone Number (603) 357-0557	1.6 Account Number 65700000 500581 02MRA22A/23A	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$22,222.00
1.9 Contracting Officer for State Agency Stephanie N. Verdile		1.10 State Agency Telephone Number 603-271-1765	
1.11 Contractor Signature  Date: 4/20/21		1.12 Name and Title of Contractor Signatory Tim Murphy Executive Director	
1.13 State Agency Signature  Date: 4/27/21		1.14 Name and Title of State Agency Signatory Jared Chicoine, Director	
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: 5/17/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, 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

TARGETED BLOCK GRANT PROGRAM
Southwest Region Planning Commission (SWRPC)

This Exhibit is left intentionally blank.

**EXHIBIT B – SCOPE OF SERVICES
TARGETED BLOCK GRANT PROGRAM
Southwest Region Planning Commission (SWRPC)**

1. WORK TASKS AND PRODUCTS

Work Tasks listed will guide work by Southwest Region Planning Commission (SWRPC) and the NH Office of Strategic Initiatives (OSI) unless all parties agree to modify these Work Tasks. If SWRPC would like to modify the Work Tasks below at any time during the contract period, SWRPC shall notify OSI in writing with the proposed modifications and reason for change before implementing them. OSI will respond with approval or suggestions within 15 days of receipt of written notice.

FY 2022 (July 1, 2021 – June 30, 2022)

Task A-1 – Oversight

Provide oversight in administering the contract and associated work scope. Activities under this task include management and guidance to staff in the distribution and completion of work activities, documentation of efforts, integration of activities under the work scope with related SWRPC programs and projects, preparation of quarterly reports, invoicing, etc.

Task B-1 – Local and Regional Planning Support

The following activities are eligible to be supported in part through the targeted block grant program:

1. Promote and Implement *Monadnock Region Future*

Monadnock Region Future which serves as the regional plan for Southwest NH. Activities are ongoing to promote awareness and use of the Plan to the communities and other stakeholders in the Southwest Region. There is interest in how the Plan can be used to bring attention to trends and conditions, influence local master plans, as well as opportunities for collaborative efforts to implement various strategies identified in the Plan. Partners in these activities range from member communities, and various sectors including business, education, public health, etc.

2. Age-Focused Planning

Age-Focused Planning in Southwest New Hampshire is a response to changing demographics with senior population (65+) growing rapidly while, at the same time, there is a corresponding decline in younger age cohorts. This effort explores the fundamental question: How can the Region's communities and institutions be better prepared for this pending reality? Themes in this effort include housing options, economic opportunities, transportation alternatives, and social engagement. Outcomes will include 1) a regional report complete with data, trends, findings, and recommendations; and 2) individual community profiles with suggested strategies and best management practices.

3. Economic Development Planning

SWRPC maintains the Southwest Region Comprehensive Economic Development Strategy (CEDS). On-going activities include: 1) consideration of additional priority projects and programs for inclusion in the CEDS document; and 2) monitoring and assessing CEDS priority project/program activities.

In addition, SWRPC is a participant in the Tri-State Region Partnership along with partners in Southeast Vermont and Franklin County, Massachusetts. Tri-State partners see the value in collaborative activities in addressing shared economic development challenges and opportunities. SWRPC also continues to engage its Economic Development Advisory Committee in quarterly meetings throughout the year.

4. Local Planning Technical Assistance

SWRPC provides routine technical assistance to municipal land use boards regarding planning and land use issues on an as-needed basis.

5. Training, Outreach and Education

SWRPC prepares a monthly newsletter (*SWRPC Commission Highlights*), a twice-per-month e-newsletter (*SWRPC Happenings*), maintains an agency website, and routinely organizes and sponsors training events/forums on planning related topics for the benefit of our communities, volunteer and professional planners, and the public. In addition, staff periodically attends educational sessions on planning-related topics sponsored by state agencies and other groups throughout the course of the year.

6. Energy Planning

SWRPC provides limited support to communities in meeting energy conservation and planning goals. Several towns have formed local energy committees (LECs). In the past, SWRPC has provided periodic coordination among the LECs and serves as a resource in energy planning efforts.

Of particular interest at this time is attention to solar energy infrastructure proposals and SWRPC is viewed as a potential resource to member communities in understanding and assessing such proposals.

7. Demographics

SWRPC, its municipalities, and others in New Hampshire depend on the availability of updated demographic and socioeconomic data for a full range of applications. SWRPC continually maintains its regional information system which incorporates this data. Activities are underway for the 2020 Census including the Participant Statistical Areas Program (PSAP) in which SWRPC is seen as a resource.

8. Broadband Planning

SWRPC has provided leadership in coordinating attention to the Region's broadband infrastructure and service needs among communities and other stakeholders. Broadband is a necessary component for maintaining vibrant economies and quality of life. SWRPC anticipates continued interest among the region's communities for on-going coordination and technical assistance.

FY 2023 (July 1, 2022 – June 30, 2023)

Task A-2 – Oversight

Provide oversight in administering the contract and associated work scope. Activities under this task include management and guidance to staff in the distribution and completion of work activities, documentation of efforts, integration of activities under the work scope with related SWRPC programs and projects, preparation of quarterly reports, invoicing, etc.

Task B-2 - Local and Regional Planning Support

The following activities are eligible to be supported in part through the targeted block grant program:

1. Promote and Implement *Monadnock Region Future*

Monadnock Region Future which serves as the regional plan for Southwest NH. Activities are ongoing to promote awareness and use of the Plan to the communities and other stakeholders in the Southwest Region. There is interest in how the Plan can be used to bring attention to trends and conditions, influence local master plans, as well as opportunities for collaborative efforts to implement various strategies identified in the Plan. Partners in these activities range from member communities, and various sectors including business, education, public health, etc.

2. Age-Focused Planning

SWRPC anticipates a follow-up phase of age-focused planning activities in working directly with communities and others that express interest in incorporating age-friendly principles in local master plans and regulations and/or otherwise moving toward implementation of such principles.

3. Economic Development Planning

SWRPC maintains the Southwest Region Comprehensive Economic Development Strategy (CEDS). On-going activities include: 1) consideration of additional priority projects and programs for inclusion in the CEDS document; and 2) monitoring and assessing CEDS priority project/program activities.

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8. Broadband Planning

SWRPC has provided leadership in coordinating attention to the Region's broadband infrastructure and service needs among communities and other stakeholders. Broadband is a necessary component for maintaining vibrant economies and quality of life. SWRPC anticipates continued interest among the region's communities for on-going coordination and technical assistance.

4. MEETINGS AND REPORTS

A. Meetings

SWRPC agrees to meet with OSI, as needed, at dates and times to be set by OSI and the Regional Planning Commissions. The purpose of the meeting(s) is to review the performance of the Agreement's work tasks and any other related issues.

B. Progress Reports

Progress reports shall be submitted to OSI no later than thirty (30) days after the end of each quarterly period. Progress reports shall document all work tasks and include any accompanying documentation of the work products contained in this Agreement that were completed during the quarterly period. If no work tasks were completed during the quarterly period, a progress report shall be submitted indicating that no work tasks were completed. The progress reports will be due in each state fiscal year by October 30; January 30; April 30; and July 20.

**EXHIBIT C - METHOD OF PAYMENT
TARGETED BLOCK GRANT PROGRAM
Southwest Region Planning Commission (SWRPC)**

1. CONTRACT PRICE

In consideration of the satisfactory performance of SWRPC, OSI agrees to pay the Agreement price not to exceed \$11,111.00 per State fiscal year, which is hereinafter referred to as the "Fee." It is understood and agreed by the parties hereto that payment of the Fee shall constitute full and complete payment for the performance of the work tasks and for all SWRPC's expenses of any kind including, but not limited to, payments for travel, subsistence and project overhead.

2. BUDGET AND FEE

The Fee shall be paid as provided below:

Cost Categories	FY22 State Funds	FY22 Leveraged Funds	FY22 Total Funds
Salaries	\$5,216.00	\$0.00	\$5,216.00
Direct Costs	\$0.00	\$0.00	\$0.00
Indirect Costs ¹	\$5,895.00	\$0.00	\$5,895.00
Subtotals	\$11,111.00	\$0.00	\$11,111.00

Cost Categories	FY23 State Funds	FY23 Leveraged Funds	FY23 Total Funds
Salaries	\$5,216.00	\$0.00	\$5,216.00
Direct Costs	\$0.00	\$0.00	\$0.00
Indirect Costs ¹	\$5,895.00	\$0.00	\$5,895.00
Subtotals	\$11,111.00	\$0.00	\$11,111.00

¹Indirect Costs are based upon the current approved indirect rate by the cognizant agency or as subsequently amended. Any subsequent amendments to the indirect cost rate by the cognizant agency shall be submitted in writing to the Office of Strategic Initiatives and the budget amended correspondingly.

A. Invoices

Using OSI's invoice, SWRPC shall submit requests for payment no later than thirty (30) days after the end of each quarterly period. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories.

OSI shall issue payment to SWRPC within 30 days of receipt of an invoice upon submission and acceptance by OSI of the quarterly report.

B. Final Invoice

The final invoice for each State fiscal year shall be submitted to OSI no more than 20 days after the grant completion date. OSI shall issue payment to SWRPC within 30 days of receipt of the final invoice for each State fiscal year upon submission and acceptance by OSI of the progress report.

CERTIFICATE OF AUTHORITY

I, Thomas Mullins, Chairman of Southwest Region Planning Commission
(Name) (Regional Planning Agency)

(Hereinafter the "Planning Agency"), a regional planning commission established pursuant to the laws of the State of New Hampshire (RSA 36: 45-53), hereby certify that:

- (1) I am the duly elected and acting Chairman of the Planning Agency;
- (2) I maintain and have custody and am familiar with the minute books of the Planning Agency;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Commission has authorized, on April 13, 2021, such authority to be in force and effect until June 30, 2023.
(Date) (Contract termination date)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Planning Agency any contract or other instrument for the sale of products and services:

Tim Murphy
(Name)

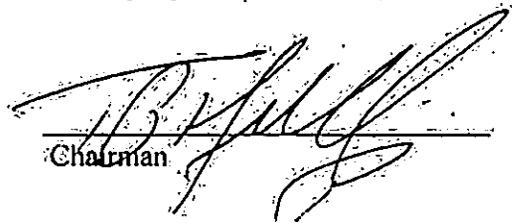
Executive Director
(Position)

(Name)

(Position)

- (5) Said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.
- (6) I hereby understand that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Planning Agency. To the extent that there are any limits on the authority of any listed individual to bind the Planning Agency on contracts with the State of New Hampshire, all such limitations are expressly stated herein.

I HAVE HEREUNTO set my hand as the Chairman of the Planning Agency this 20th day of April, 2021.



Chairman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2021

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 Clark Mortenson Insurance PO Box 606 Keene NH 03431		CONTACT NAME: AIM Processing 1 PHONE (AC, No, Ext): (803) 352-2121 FAX (AC, No): (803) 357-8491 E-MAIL ADDRESS: service@clark-mortenson.com	
INSURED Southwest Region Planning Commission 37 Ashuelot St Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company NAIC # 23043 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2141585686 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	INDL	SUBR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Y	BZO58635807	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Business Owners \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAO58635807	08/13/2020	08/13/2021	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 1 AGGREGATE \$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

These policies will continue on for the 2021-2022 term starting on 7/1/2021 pending payment being received on time.

NH Office of Strategic Initiative is named an Additional Insured under General Liability per the terms and conditions of form BP0452 0713 (attached).

CERTIFICATE HOLDER: NH Office of Strategic Initiative 107 Pleasant Street Concord NH 03301	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	Member Number: 566	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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	1/1/2021	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
Office of Strategic Initiatives-Planning Division 107 Pleasant St. Johnson Hall Concord, NH 03301			By: <i>Mary Beth Powell</i>
			Date: 4/20/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-226-2841 phone 603-228-3833 fax