The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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August 30, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a **SOLE SOURCE** agreement (PO# 1082859) with the Strafford Regional Planning Commission (SRPC) (VC #155570-B001), Rochester, NH, for the *Flood Smart Seacoast Project* by extending the completion date to March 31, 2024 from March 31, 2023 and revising the scope of work to include additional reporting deliverables, effective upon Governor and Council approval through March 31, 2024. The original agreement was approved by Governor and Council on October 27, 2021, Item #89. This is a no-cost amendment. 100% Federal funds.

EXPLANATION

This agreement is **SOLE SOURCE** because the Strafford Regional Planning Commission (SRPC) is the only entity that provides technical municipal planning assistance to coastal zone communities in the Strafford planning region. SRPC staff are skilled in fostering regional coordination and developing coastal resilience and hazard mitigation plans and floodplain management ordinances for its member communities. NHDES is requesting approval of this no-cost amendment to provide SRPC with additional time to complete the complex tasks in the agreed upon Scope of Services. Due to circumstances beyond NHDES' control, the *Flood Smart Seacoast* project coordinator position was vacated on March 10, 2022, forcing NHDES to temporarily suspend all project activities. NHDES has since rehired a replacement project coordinator and has received authorization from the National Oceanic and Atmospheric Administration (NOAA) to extend the period of performance of the federal award to March 31, 2024. This amendment will allow adequate time for SRPC to: 1) participate in the *Flood Smart Seacoast Partnership;* 2) complete floodplain management and hazard mitigation assistance trainings; 3) lead two local coastal resilience technical assistance projects; and 4) participate in semi-annual project management meetings and comply with grant reporting requirements. To date, $3,241.79 grant funds have been expended of the total project costs of $20,000.

In the event that Federal funds become no longer available, General funds will not be requested to support this project. The amendment 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

DES Web Site: **www.des.nh.gov**
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3503 Fax: (603) 271-2867 TDD Access: Relay NH 1-800-735-2964

Contract for Services with Strafford Regional Planning Commission
Amendment No. 1

This Contract (hereinafter called the "Amendment") dated this 15th day of July, 2022, 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 Strafford Regional Planning Commission (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to a Contract (hereinafter called the "Contract") approved by the Governor and Council on December 22, 2021, item #79, the Contractor 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 Contractor 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 March 31, 2023 to March 31, 2024.
   (B) Exhibit B (Scope of Services) of the Contract shall be amended as follows and noted with strikethrough (deletion) and underlined (addition).

Task 1. Flood Smart Seacoast Partnership

1.1. Participate in quarterly meetings of the newly formed Flood Smart Seacoast Partnership convened by NHCP and comprised of representatives from the New Hampshire Department of Environmental Services, Homeland Security and Emergency Management, Office of Planning and Development, Rockingham Planning Commission (RPC), and Strafford Regional Planning Commission.

1.2. Work with Flood Smart Seacoast Partnership members to confirm current and future capacity needs and to develop a long-term strategy for creating and sustaining a regional program and permanent position(s) focused on helping coastal New Hampshire communities implement the *NH Coastal Flood Risk Summary, Part II: Guidance for Using Scientific Projections,* adopt higher floodplain management standards, and access FEMA Hazard Mitigation Assistance funding.

Budget Estimate: $3,500

Timeframe: October 2021 – March ~~2023~~ 2024

Initials: JMC
Date: 7/15/22

Task 2. Floodplain Management and/or Hazard Mitigation Assistance Training

2.1. Complete at least two (2) relevant floodplain management and/or hazard mitigation assistance trainings recommended by Flood Smart Seacoast Partnership members in order to build SRPC capacity to deliver stronger technical assistance. Examples of trainings include, but are not limited to: National Flood Insurance and Community Rating System online training and FEMA Benefit-Cost Analysis independent study courses.

Budget Estimate: $500

Timeframe: October 2021 – March ~~2022~~ 2024

Task 3. Training and Technical Assistance to Coastal Communities

3.1. Work with Flood Smart Seacoast project partners from the NHCP, RPC, and UNH Extension / NH Sea Grant Extension to develop a Request for Letters of Interest (LOI) to solicit training and technical assistance project proposals from coastal communities.

3.2. Prepare for and lead at least two (2) training and technical assistance projects to help coastal communities (1) apply the *NH Coastal Flood Risk Summary, Part II: Guidance for Using Scientific Projections* in local plans and land use regulations; (2) adopt more stringent floodplain regulations that exceed minimum National Flood Insurance Program (NFIP) requirements and account for future flood risk; or (3) scope mitigation projects eligible for FEMA Hazard Mitigation Assistance funding, identify sources of non-federal match, and prepare applications.

Budget Estimate: $15,000

Timeframe: October 2021 – March ~~2023~~ 2024

Task 4. Project Management and Reporting

4.1. Participate in ~~three (3)~~ five (5) semi-annual project team meetings convened by the NHCP in order to coordinate Flood Smart Seacoast project activities and reporting.

4.2. Submit ~~three (3)~~ five (5) semi-annual progress reports summarizing progress made to-date on project tasks during the following reporting periods: October 1, 2021 to March 31, 2022; April 1, 2022 to September 30, 2022; ~~and~~ October 1, 2022 to March 31, 2023; April 1, 2023 to September 30, 2023; and October 1, 2023 to March 31, 2024.

Budget Estimate: $1,000

Timeframe: October 2021 – March ~~2023~~ 2024

Initials: JnC
Date: 7/15/22

D. Project Deliverables:

1.1. Attendance at quarterly Flood Smart Seacoast Partnership meetings and completion of assigned pre-work prior to each meeting ***(~~October 2021, December 2021, March 2022, June 2022, September 2022, December 2022, March 2023~~ Ongoing)***

1.2. Input on long-term Flood Smart Seacoast regional capacity building strategy ***(March ~~2023~~ 2024)***

2.1. Completion of at least two (2) floodplain management and/or hazard mitigation assistance trainings ***(March ~~2022~~ 2024)***

3.1 LOIs for training and technical assistance grants are solicited ***(March 2022)***

3.2 Final products for at least two (2) training and technical assistance projects ***(March ~~2023~~ 2024)***

4.1 Attendance at ~~three (3)~~ five (5) project team meetings ***(March 2022, September 2022, March 2023, September 2023, March 2024)***

4.2 ~~Three (3)~~ Five (5) semi-annual progress reports ***(April 2022, October 2022, ~~March 2023~~ April 2023, October 2023, March 2024)***

E. Funding credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials: JRC
Date: 7/15/22

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

Strafford Regional Planning Commission

By _____
Name: Jennifer Czysz
Title: Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 15th day of July, 2022, before the undersigned officer, personally appeared Jennifer Czysz 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.

_____
Notary Public
My Commission Expires:

Megan E. Taylor-Fetter
State of New Hampshire
Notary Public - Justice of the Peace
My Commission Expires March 3, 2026

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By _____
Robert R. Scott, Commissioner

Approved by Attorney General this 27th day of September, 2022

OFFICE OF ATTORNEY GENERAL

By _____

CERTIFICATE OF VOTE

I, Thomas Crosby, Jr., hereby certify that I am duly elected Secretary/Treasurer of Strafford Regional Planning Commission. I hereby certify the following is a true copy of a vote taken at a meeting of the Strafford Regional Planning Commission's Executive Committee, duly called and held on July 15, 2022, at which a quorum of members was present and voting.

> **VOTED**: That the Executive Director, or in his/her absence, the Acting Executive Director, be authorized to file applications with federal, state and local governmental units, and other agencies and organizations to implement Strafford Regional Planning Commission's work program, and to execute agreements to receive funds for such purposes.

The following person has been appointed to and now occupies the office specified in the vote above: Executive Director Jennifer Czysz

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

DATED:
July 15, 2022

ATTEST:

Thomas Crosby, Jr., Secretary/Treasurer

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Exchange - Primex³ 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:	
X	**General Liability (Occurrence Form)**	7/1/2022	7/1/2023	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2022	7/1/2023	Combined Single Limit (Each Accident)	$5,000,000
	Any auto			Aggregate	$5,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2022	1/1/2023	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk Includes Fire and Theft)**	7/1/2022	7/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			Date: 7/14/2022 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

N. DiGeronimo

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

October 6, 2021

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

APPROVED G & C
DATE 27 October 2021
ITEM # 99

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** agreement with the Strafford Regional Planning Commission (VC #155570-B001), Rochester, NH, in the amount of $20,000 for the *Flood Smart Seacoast* project, effective upon Governor and Council approval through March 31, 2023. 100% Federal funds.

Funding is available in the following account.

	FY 2022
03-44-44-444420-1209-102-500731	$20,000

Dept. of Environmental Services, Coastal Resilience, Contracts for Program Services

EXPLANATION

This agreement is **SOLE SOURCE** because the Strafford Regional Planning Commission (SRPC) is the only entity that provides technical municipal planning assistance to coastal zone communities in the Strafford planning region. SRPC staff are skilled in fostering regional coordination and developing coastal resilience and hazard mitigation plans and floodplain management ordinances for its member communities. SRPC also served on the steering committee charged with overseeing the development of the *2020 NH Coastal Flood Risk Guidance*. As such, SRPC is uniquely qualified to build regional capacity and coordination for greater community resilience as part of this agreement. Funding for this agreement is explicitly identified in the DES Coastal Program's competitive *Flood Smart Seacoast* Project of Special Merit financial assistance award from the National Oceanic and Atmospheric Administration and cannot be used for any other purpose.

The purpose of this agreement is to enable SRPC to 1) participate in the *Flood Smart Seacoast* partnership tasked with developing a regional capacity-building strategy focused on enhancing coastal resilience, floodplain management, and hazard mitigation; 2) complete floodplain management and hazard mitigation assistance trainings; 3) work with *Flood Smart Seacoast* project partners to provide training and technical assistance to help coastal communities incorporate best available coastal flood risk science in decision making, adopt higher floodplain management standards, and access FEMA Hazard Mitigation Assistance funding for coastal resilience projects; and 4) participate in semi-annual project management meetings and comply with semi-annual grant reporting requirements.

Total project costs for this agreement are $20,000. A summary of the budget is provided in Attachment A. In the event that federal funds become no longer available, general funds will not be requested to support this project. This agreement has been approved by the Office of 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 Strafford Regional Planning Commission		1.4 Contractor Address 150 Wakefield Street, Suite 12, Rochester, NH, 03867	
1.5 Contractor Phone Number 603-994-3500	1.6 Account Number 03-44-44-442010-1209-102-500731	1.7 Completion Date March 31, 2023	1.8 Price Limitation $20,000
1.9 Contracting Officer for State Agency Nathalie DiGeronimo, Coastal Program		1.10 State Agency Telephone Number 603-559-0029	
1.11 Contractor Signature Date: 9/17/21		1.12 Name and Title of Contractor Signatory Jennifer Czysz, Executive Director	
1.13 State Agency Signature Date: 10/7/21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 10/12/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials JC
Date 9/17/21

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.

Contractor Initials JC
Date 2/17/21

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials JMC
Date 4/17/21

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.

Contractor Initials: JC
Date: 9/17/21

Exhibit A
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 activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

II) ***Financial management.*** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.

IV) ***Matching funds.*** All matching funds contributed by the Contractor shall conform to the same laws, regulations, and Contract conditions as the federal funds in the Agreement and referenced in 2 CFR part 200 Subpart E.

V) ***Property Management.*** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) ***Debarrment and Suspension.*** The Contractor shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Contractor certifies that they have not been debarred or suspended by a government agency. The Contractor will not make any award or permit any award (subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with contract or match funds, the Contractor shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

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

JMC 9/17/21

executive orders and their implementing regulations; and
iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) ***Participation by Disadvantaged Business Enterprises.*** The Contractor shall comply with the terms of 2 CFR Part 200 Subpart D, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) ***New Restrictions on Lobbying: Interim Final Rule***. The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *non*federal funds have been used to influence (or attempt to influence) a federal employee.

X) ***Drug-Free Workplace.*** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor e certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) ***Bonding requirements.*** The Contractor shall comply with 2 CFR Part 200 Subpart D for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently $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 791678188.

JLC
2/17/21

Exhibit B
Scope of Services

A. Project Title: SRPC Flood Smart Seacoast Project (PSM 21-2)

B. Project Objectives: The goal of this project is to 1) increase coordination between state and coastal program, hazard mitigation, and floodplain management staff and regional planners and develop a long-term strategy for creating a regional program and permanent position(s) focused on improving local coastal floodplain management and resilience; 2) build the capacity of project team members to provide strong local technical assistance through the completion of at least one floodplain management or FEMA training, and 3) provide training and technical assistance to help coastal communities incorporate best available coastal flood risk science in decision making, adopt higher floodplain management standards, and access FEMA funding for coastal resilience projects.

C. Project Tasks: This project is part of the New Hampshire Department of Environmental Services Coastal Program's (NHCP) FFY21 National Oceanic and Atmospheric Administration Project of Special Merit (PSM) competitive financial assistance award, entitled "Flood Smart Seacoast: Coordinating Regional Resilience Partners to Integrate Future Climate Flood Risk in Floodplain Management and Access FEMA Hazard Mitigation Assistance in Vulnerable Coastal New Hampshire Communities." NHCP personnel will provide overall Flood Smart Seacoast project oversight and will be substantially involved in all subawards granted under Federal Award ID #NA21NOS4190035.

Strafford Regional Planning Commission (SPRC) will perform the following tasks in support of the Flood Smart Seacoast project:

<u>Task 1. Flood Smart Seacoast Partnership</u>

1.1. Participate in quarterly meetings of the newly formed Flood Smart Seacoast Partnership convened by NHCP and comprised of representatives from the New Hampshire Department of Environmental Services, Homeland Security and Emergency Management, Office of Planning and Development, Rockingham Planning Commission, and SRPC.

1.2. Work with Flood Smart Seacoast Partnership members to confirm current and future capacity needs and to develop a long-term strategy for creating and sustaining a regional program and permanent positon(s) focused on helping coastal New Hampshire communities implement the *NH Coastal Flood Risk Summary, Part II: Guidance for Using Scientific Projections,* adopt higher floodplain management standards, and access FEMA Hazard Mitigation Assistance funding.

Budget Estimate: $3,500

Timeframe: October 2021 – March 2023

<u>Task 2. Floodplain Management and/or Hazard Mitigation Assistance Training</u>

2.1. Complete at least two (2) relevant floodplain management and/or hazard mitigation assistance trainings recommended by Flood Smart Seacoast Partnership members in order to build SRPC capacity to deliver stronger technical assistance. Examples of trainings include, but are not limited to: National Flood Insurance and Community Rating System

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online training and FEMA Benefit-Cost Analysis independent study courses.

Budget Estimate: $500

Timeframe: October 2021 – March 2022

Task 3. Training and Technical Assistance to Coastal Communities

3.1. Work with Flood Smart Seacoast project partners from the NHCP, Rockingham Planning Commission, and UNH Extension / NH Sea Grant Extension to develop a Request for Letters of Interest (LOI) to solicit training and technical assistance project proposals from coastal communities.

3.2. Prepare for and lead at least two (2) training and technical assistance projects to help coastal communities (1) apply the *NH Coastal Flood Risk Summary, Part II: Guidance for Using Scientific Projections* in local plans and land use regulations; (2) adopt more stringent floodplain regulations that exceed minimum National Flood Insurance Program (NFIP) requirements and account for future flood risk; or (3) scope mitigation projects eligible for FEMA Hazard Mitigation Assistance funding, identify sources of non-federal match, and prepare applications.

Budget Estimate: $15,000

Timeframe: October 2021 – March 2023

Task 4. Project Management and Reporting

4.1. Participate in three (3) semi-annual project team meetings convened by the NHCP in order to coordinate Flood Smart Seacoast project activities and reporting.

4.2. Submit three (3) semi-annual progress reports summarizing progress made to-date on project tasks during the following reporting periods: October 1, 2021 to March 31, 2022; April 1, 2022 to September 30, 2022; and October 1, 2022 to March 31, 2023.

Budget Estimate: $1,000

Timeframe: October 2021 – March 2023

D. Project Deliverables:

1.1. Attendance at quarterly Flood Smart Seacoast Partnership meetings and completion of assigned pre-work prior to each meeting ***(October 2021, December 2021, March 2022, June 2022, September 2022, December 2022, March 2023)***

1.2. Input on long-term Flood Smart Seacoast regional capacity building strategy ***(March 2023)***

2.1. Completion of at least two (2) floodplain management and/or hazard mitigation assistance trainings ***(March 2022)***

3.1 LOIs for training and technical assistance grants are solicited ***(March 2022)***

3.2. Final products for at least two (2) training and technical assistance projects ***(March 2023)***

4.1 Attendance at three (3) project team meetings ***(March 2022, September 2022, March 2023)***

4.2 Three (3) semi-annual progress reports ***(April 2022, October 2022, March 2023)***

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E. Funding credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

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Exhibit C
Method of Payment and Contract Price

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

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the grant award of $20,000. Matching funds are not required for this contract.

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CERTIFICATE OF VOTE

I, Thomas Crosby, Jr, Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

1) I am the duly elected Treasurer;
2) At the meeting held on July 16, 2021, the Strafford Regional Planning Commission voted to authorize the Executive Director, and in his/her absence the acting Executive Director, to sign & execute any contracts for SRPC;
3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4) The following person has been appointed to and now occupies the office indicated in (2) above: Executive Director Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the

Strafford Regional Planning Commission,

this 17 day of SEPT, 2021.

Thomas Crosby, Jr., Treasurer

STATE OF NEW HAMPSHIRE
County of Strafford

On this the 17 day of Sept., 2021, before me

Megan Taylor-Fetter the undersigned officer, personally appeared Thomas Crosby, Jr., who acknowledged him/herself to be the Treasurer of the Strafford Regional Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Notary Public

Commission Expiration Date:
(Seal)

Megan E. Taylor-Fetter
State of New Hampshire
Notary Public - Justice of the Peace
My Commission Expires March 3, 2026

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Exchange - Primex³ 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	
X **General Liability** (Occurrence Form) **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2021	7/1/2022	Each Occurrence	$ 1,000,000
			General Aggregate	$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Grant. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	X	Additional Covered Party		Loss Payee

State of NH
Department of Environmental Services
29 Hazen Dr. PO Box 95
Concord, NH 03302

Primex³ – NH Public Risk Management Exchange

By: *Mary Beth Purcell*

Date: 9/17/2021 mpurcell@nhprimex.org

Please direct inquires to:
Primex³ Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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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.

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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	
	General Liability (Occurrence Form) **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
				General Aggregate	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
X	**Workers' Compensation & Employers' Liability**	1/1/2021	1/1/2022	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
	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: *Mary Beth Purcell*
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			Date: 9/17/2021 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Attachment A
Budget Estimate

Item	Federal	Non-Federal	*Match Type (C/K)	Total
Personnel	$8,510	-	-	$8,510
Fringe	-	-	-	-
Equipment	-	-	-	-
Travel	$343	-	-	$343
Supplies	$29	-	-	$29
Sub-Contractual	$225	-	-	$225
Construction	-	-	-	-
Other	-	-	-	-
Indirect	$10,893	-	-	$10,893
TOTALS	**$20,000**	-	-	**$20,000**

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