



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

Robert R. Scott, Commissioner



*Sam*

105

May 2, 2023

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 enter into **SOLE SOURCE** agreements with the following entities, for a total of \$60,000 to provide planning and outreach technical assistance to coastal communities, effective as of July 1, 2023 through June 30, 2024, upon Governor and Council approval. 100% Federal Funds.

Vendor Name	Town/State	Vendor #	Grant Amount
Rockingham Planning Commission (RPC)	Exeter / NH	154887-B001	\$15,000
Strafford Regional Planning Commission (SRPC)	Rochester / NH	155570-B001	\$15,000
Seabrook Hamptons Estuary Alliance (SHEA)	Hampton / NH	301148-B001	\$15,000
University of New Hampshire – Office of Sponsored Research (UNH)	Durham / NH	315187-B083	\$15,000
		<b>Grand Total</b>	<b>\$60,000</b>

Funds are available in the following account. Funding for FY2024 is contingent upon availability and continued appropriation of funds.

03-44-44-442010-3642-102-500731 FY 2024  
\$60,000  
 Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services

**EXPLANATION**

NHDES is requesting approval of four **SOLE SOURCE** contracts to provide funding for planning and outreach technical assistance to coastal communities. These agreements are **SOLE SOURCE** because these four entities are each uniquely positioned to provide local technical assistance planning to coastal New Hampshire Communities. Specifically, 1) the RPC and the SRPC are the only entities that provide municipal planning and zoning assistance to coastal zone municipalities in the Rockingham Planning and Strafford Planning regions, respectively; 2) SHEA is the only entity that works to preserve, restore, and advocate for the Hampton-Seabrook Estuary through education, community outreach, and research; and 3) University of New Hampshire – Office of Sponsored Research (UNH) is the only entity that provides technical planning assistance to coastal zone and coastal watershed municipalities on a partnership basis.

The New Hampshire Coastal Program (NHCP) annual program budget includes local technical planning assistance funds for the RPC, SRPC, UNH, and SHEA. These funds were specifically targeted for technical assistance to support partnerships with these four entities on environmental issues of common concern where the planning agencies can broaden the NHCP’s expertise and outreach to communities throughout the coastal region. The NHCP Technical

His Excellency, Governor Christopher T. Sununu  
And The Honorable Council

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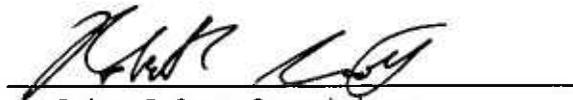
Assistance contracts have been part of the overall NOAA approved program and annual work plans for more than twenty years. NHCP staff meets annually with the directors and staff of the technical assistance grantees to develop program priorities and annual work programs for inclusion in the annual NHCP budget. All four organizations provide professional planning assistance and services to municipal planning boards and staff in the communities they serve.

The purpose of these agreements is to support RPC, SRPC, SHEA, and UNH in their provision of technical planning assistance. Funds will be used to 1) participate in the New Hampshire Coastal Adaptation Workgroup; 2) provide coastal resilience planning and outreach assistance to coastal municipalities; and 3) develop public education and outreach products related to efforts conducted under these agreements.

The budget estimate for each entity is included as Attachment A for RPC, SRPC, and SHEA and in the Cooperative Project Agreement for UNH. Total project costs for each entity are budgeted at \$30,000. NHDES will provide \$15,000 in federal grant funding to each entity. Each entity will provide \$15,000 in matching funds. In the event that the federal funds become no longer available, general funds will not be requested to support this program.

These agreements have been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



Robert R. Scott, Commissioner

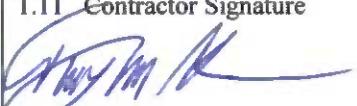
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord NH 03302-0095	
1.3 Contractor Name Rockingham Planning Commission		1.4 Contractor Address 156 Water St, Exeter NH 03833	
1.5 Contractor Phone Number 603-778-0885	1.6 Account Unit and Class 03-44-44-442010-3642-102-500731	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Kirsten Howard, Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature  Date: 4/11/2023		1.12 Name and Title of Contractor Signatory Tim Roache, Executive Director	
1.13 State Agency Signature  Date: 5/4/23		1.14 Name and Title of State Agency Signatory Robert Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 5/15/2023			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 4/11/23

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

Contractor Initials JMC  
Date 4/11/23

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 *IMP*  
Date *4/11/21*

## Exhibit A Special Provisions

The Contract will begin on the date when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this Contract, but not prior to 07/01/2023 (“Effective Date”).

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

In addition to the General Provisions of Paragraph 1 through 24, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

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

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

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

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

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

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

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

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

**b. Subcontracts.** The Contractor shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

**X) Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any 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 \$250,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the 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 UEI number is EY8ACJS3CDQ8

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

The goal of this task is to support participation in the NH Coastal Adaptation Workgroup (NHCAW), provide technical and other assistance to coastal municipalities to address climate change adaptation and resilience, and disseminate information about climate change related projects and initiatives including projects funded by a NH Coastal Program (NHCP) grant.

Rockingham Planning Commission (RPC) will complete the following activities.

The goal of this task is to support participation in the NH Coastal Adaptation Workgroup (NHCAW), provide technical and other assistance to coastal municipalities to address climate change adaptation and resilience, and disseminate information about climate change related projects and initiatives including projects funded by a NH Coastal Program grant.

Rockingham Planning Commission will complete the following activities.

**Activity 1: Participation in the NH Coastal Adaptation Workgroup**

**Task 1.1:** Attend bi-monthly NHCAW meetings, monthly NHCAW Outreach Team meetings and NHCAW sponsored events such as but not limited to workshops and the annual NH Climate Summit.

Estimated budget: \$8,900

Estimated timeframe: July 2023 through June 2024

**Activity 2 Technical Assistance to Coastal Municipalities**

**Task 2.1: Implement Climate Change Adaptation/Coastal Resilience Based Projects**

Continue to use the summary report of findings compiled from the review of vulnerability assessments, master plans, and hazard mitigation plans, to provide technical support to communities. This work could include but not be limited to land use regulation updates, education and outreach, and grant writing. Additionally, RPC will continue to support the Seabrook Coastal Hazards Adaptation Team and SHEA with meeting planning and organization as needed. The RPC will revise and refine a more detailed scope of work regarding this task before September 15, 2023.

**Task 2.2: Advancing Regional Resilience Program Strategy developed as part of ongoing coastal resilience grant.**

The RPC will work towards advancing a sustainable work program based on the framework developed over the past two years to create a Regional Resilience Program. RPC will coordinate the effort with all partners and communities identified in the framework. Work may include developing a sustainable funding model through coordination with public, private, and nonprofit organizations to support the program. The RPC will revise and refine a more detailed scope of work regarding this task before September 15, 2023.

Estimated budget: \$15,700

Estimated timeframe: September 2023 through June 2024

### **Activity 3: Education, Outreach and Professional Development**

**Task 3.1:** RPC will promote at least one project or initiative funded by a NH Coastal Program grant through our social media outlets, the NHCAW website and presentations at local, state, and national professional gatherings and other venues.

**Task 3.2:** Coordinate with NHCP and other groups to conduct education and outreach to communities on coastal resilience using most up to date climate science and data.

**Task 3.3:** RPC will attend up to 2 relevant professional development activities (agreed to by NHCP and Technical Assistance grant funds will not cover costs for travel or registration).

Estimated budget: \$5,400

Estimated timeframe: July 2023 through June 2024

Materials developed for Activities 1-3 will include the NOAA, NHCP and DES logos. All press releases and articles shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program."

### **Activity 4. Reporting**

**Task 4.1.** RPC will prepare and submit an Interim Report that summarizes the work performed under all activities during the period from July 1, 2023 through December 31, 2023. The Interim Report is due January 13, 2024.

**Task 4.2.** RPC will prepare and submit a Final Report that summarizes all the work performed under all activities during the period from July 1, 2023 through June 30, 2024. The Final Report will include the NHCP Technical Assistance Program review intended for grantees to provide feedback about how this grant funding supports the objectives of this grant. The Final Report is due June 30, 2024.

#### **Deliverables:**

- Activity 1: Attendance at NHCAW and CAW Outreach meetings and NHCAW events.
- Activity 2:
  - Products from at least one distinct resiliency project. Products may include but are not limited to draft regulation language, outreach, presentation materials, or completed grant application forms.
  - Any products associated with supporting and participating on the Seabrook Coastal Resilience Team.
  - Products supporting the implementation of a Regional Resilience Program.
- Activity 3: Outreach activities for NHCP funded projects including but not limited to social media, printed media, articles, and presentations and provide updated SLR

mapping and information to communities using the STCVA project and results of the hydrodynamic model.

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

**Exhibit C**  
**Method of Payment and 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 \$15,000. Matching funds provided by the Contractor shall total at least \$15,000 of non-federal cash and in-kind services.

Contractor Initials IMR  
Date 4/11/23

CRP

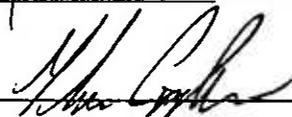
CERTIFICATE OF AUTHORITY

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

- (1) I am the duly elected Secretary;
- (2) at the meeting held on May 25, 2022, the Rockingham Planning Commission voted to accept funds and to enter into contracts;
- (3) the Rockingham Planning Commission further authorized the Executive Director to execute any documents which may be necessary for contracts;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Tim Roache, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 11 day of April 2023.

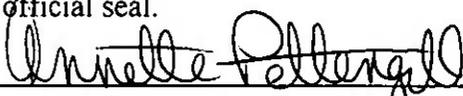
  
 \_\_\_\_\_  
 Glenn Coppelman, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 11 day of April, 2023 before me Annette Pettengill the undersigned officer, personally appeared Glenn Coppelman who acknowledged himself to be the Secretary of the Rockingham Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

  
 \_\_\_\_\_  
 Annette Pettengill, Notary Public

Commission Expiration Date:

(Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2023

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

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

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

COVERAGES CERTIFICATE NUMBER: 0174108350 REVISION NUMBER: 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		BZO58281160	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	X	X	BAO58281160	01/11/2023	01/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

NH Department of Environmental Services  Po Box 95 Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Curtis Luken

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## CERTIFICATE OF COVERAGE

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

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

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

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

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

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <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"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange  By: <i>Mary Beth Purcell</i>  Date: 4/7/2023    mpurcell@nhprimex.org  Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
NH Dept of Environmental Services 29 Hazen Drive, PO Box 95 Concord NH 03302-0095			

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, Ste 12, Rochester, NH 03867	
1.5 Contractor Phone Number 603-994-3500	1.6 Account Unit and Class 03-44-44-442010-3642-102-500731	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Kirsten Howard, Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature  Date: 4/5/23		1.12 Name and Title of Contractor Signatory Jennifer Czysz, Executive Director	
1.13 State Agency Signature  Date: 5/4/23		1.14 Name and Title of State Agency Signatory Robert Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 5/15/2023			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 4/5/23

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials *Juc*  
Date *2/15/23*

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials *JMC*  
Date *4/15/23*

**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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 *JAC*  
Date *4/5/23*

**Exhibit A  
Special Provisions**

The Contract will begin on the date when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this Contract, but not prior to 07/01/23 ("Effective Date").

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

In addition to the General Provisions of Paragraph 1 through 24, the following provisions as required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

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

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

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

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

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

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

a. Assignment of Subcontracts. The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State

Contractor Initials

Date

*Jnc*  
07/01/23

standards applicable to the contract;

- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

X) **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any 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 \$250,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the 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 UEI number is EH6DCUZCN8K3.

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

Activity 1: Support SRPC staff participation in the Coastal Adaptation Workgroup  
The Coastal Adaptation Workgroup (CAW) plays a central role in the SRPC region in coordinating efforts to assist communities in responding to climate change risk. SRPC's participation, as one of the CAW partners, is important for CAW's success, especially with respect to the delivery of technical assistance to communities in the areas of land use planning and hazard mitigation.

Estimated budget: \$6,667 (\$5,000 Federal, \$1,667 Cash Match)  
Estimated timeframe: July 1, 2023– June 30, 2024

1.1 – Attend full CAW group meetings

SRPC staff will participate in the majority of full CAW meetings every other month.

1.2 – Attend CAW outreach meetings

SRPC staff will participate in at least six CAW monthly outreach meetings.

1.3 – Attend CAW subcommittee meetings workshops, and events

SRPC staff will participate in CAW subcommittee meetings as needed. SRPC staff will attend at least one workshop, which helps communities learn about resilience and consider preparedness strategies. SRPC will promote these workshops to municipal board members, volunteers, and staff, as well as community organizations, business owners, residents, and topic-specific audiences. SRPC and the NHCP will consider the cost effectiveness and best use of time and resources before attending or presenting at other CAW-related outreach events or requests as needed.

1.4 – Provide support for ongoing CAW initiatives

SRPC staff will provide updates about ongoing coastal resilience projects in NH's coastal watershed, upcoming events, relevant news, and resources for communities. Special releases to publicize climate adaptation events and new information will be sent out as needed. Cross-post links about updates on the new CAW website and other social media platforms when appropriate.

Activity 2: State and local technical assistance and/or outreach program for at least one municipality in the SRPC region focused on climate resilience and/or stormwater management

SRPC staff will provide technical assistance to municipalities to incorporate climate resiliency and/or improved stormwater management in local plans, policies and procedures. SRPC will plan and implement at least one technical assistance and/or outreach program within a coastal municipality to advance a specific planning priority within that community. This work will be planned and coordinated with other NHCP partners to avoid duplication and maximize benefit. As part of this task, SRPC staff will work with NHDES and existing partners to lay groundwork and conduct preliminary planning for projects in the next year.

Estimated budget: \$18,167 (\$8,000 Federal, \$2,667 Cash Match, \$7,500 In-Kind Match)  
Estimated timeframe: July 1, 2023 to June 30, 2024

Activity 3: Develop outreach products

SRPC staff will implement an innovative outreach campaign to engage municipal stakeholders on a specific coastal issue that was worked on or addressed as part of this technical assistance grant. Campaign strategies may include the development of an education video, community event, interactive survey, art

project, walking tour, etc. All outreach materials shall include the NOAA, NHCP, and DES logos. All press releases and articles shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program."

Estimated budget: \$5,166 (\$2,000 Federal, \$666 Cash Match, \$2,500 In-Kind Match)

Estimated timeframe: July 1, 2023 to June 30, 2024

#### **Activity 4. Reporting**

##### **Task 4.1. Interim Report**

SRPC will prepare and submit an Interim Report that summarizes the work performed under all activities during the period from July 1, 2023 through December 31, 2023. The Interim Report is due January 13, 2024.

##### **Task 4.2. Final Report**

SRPC will prepare and submit a Final Report that summarizes all the work performed under all activities during the period from July 1, 2023 through June 30, 2024. The Final Report will include the NHCP Technical Assistance Program review intended for grantees to provide feedback about how this grant funding supports the objectives of this grant. The Final Report is due June 30, 2024.

##### **Deliverables:**

- Summary of CAW participation
- Summary of tasks completed for Task 2.
- Final outreach campaign

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

**Exhibit C**  
**Method of Payment and 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 \$15,000. Matching funds provided by the Contractor shall total at least \$15,000 of non-federal cash and in-kind services.

**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:  
March 17, 2023

ATTEST:

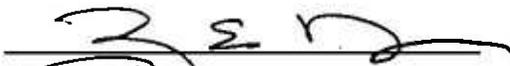


Thomas Crosby, Jr., Secretary/Treasurer, Strafford Regional Planning Commission

**State of New Hampshire, County of Strafford**

On this the 17<sup>th</sup> day of March 2023, before me, Thomas Crosby, Jr. personally appeared, who acknowledged himself to be the Secretary/Treasurer of the Strafford Regional Planning Commission, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and seal.

  
Notary Public

(seal)

**Megan E. Taylor-Fetter**

State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026



## CERTIFICATE OF COVERAGE

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

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

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

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

<b>Participating Member:</b> Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		<b>Member Number:</b> 562	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2022	7/1/2023	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2022	7/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 4/5/2023    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			

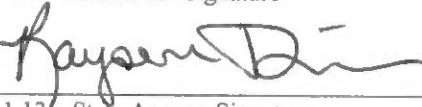
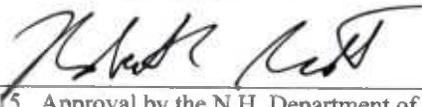
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Seabrook-Hamptons Estuary Alliance		1.4 Contractor Address 24 Stickney Terrace, Unit 2, Hampton NH 03842	
1.5 Contractor Phone Number 603-758-1177	1.6 Account Unit and Class 03-44-44-442010-3642-102-500731	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Kirsten Howard, Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature  Date: 4/19/2023		1.12 Name and Title of Contractor Signatory Rayann Dionne - Executive Director/Project Lead	
1.13 State Agency Signature  Date: 5/4/23		1.14 Name and Title of State Agency Signatory R. Robert Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/15/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 4/20/23

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees, from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 **PAH**  
Date **4/28/13**

## Exhibit A Special Provisions

The Contract will begin on the date when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this Contract, but not prior to 07/01/2023 ("Effective Date").

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.419. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

In addition to the General Provisions of Paragraph 1 through 24, the following provisions as required by federal regulations apply to this Agreement:

I) ***Nondiscrimination.*** The Contractor shall comply with 15 CFR part 8 which prohibits discrimination under any program or activity receiving DOC assistance on the basis of race, color, national origin, gender or handicap, and 15 CFR part 20 which prohibits discrimination based on age.

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

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

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

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

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

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

- a. **Assignment of Subcontracts.** The Contractor shall not assign, or otherwise transfer any interest in this contract without the prior written consent of the Contract Owner and the State.
- b. **Subcontracts.** The Contractor shall:
- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
  - ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
  - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

X) **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any 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 \$250,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the 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 UEI number is Y1111NJKAN9Q8

## **Exhibit B Scope of Services**

This task aims to provide technical assistance, outreach, and analysis focused on enhancing coastal resilience and stewardship of the Hampton-Seabrook Estuary (Estuary) in Seabrook-Hamptons Estuary Alliance (SHEA) member communities: Seabrook, Hampton, and Hampton Falls. The five primary Estuary goals outlined in the Hampton-Seabrook Estuary Management plan align with the objectives of this grant and were used to help guide the project selection process. The goals of the management plan are centered around 1) maintaining a thriving and diverse estuarine environment, 2) protecting and enhancing flood storage and mitigation benefits, 3) encouraging sustainable public, recreational and commercial uses, 4) fostering and increasing community awareness of the estuary's valuable services, 5) supporting planning efforts based on existing and emerging sound science.

SHEA will complete the following activities:

### **Activity 1: PARTICIPATE IN THE NEW HAMPSHIRE COASTAL ADAPTATION WORKGROUP (CAW)**

Regularly attend the full CAW and CAW-Talks meetings. When mutually beneficial, SHEA will invite members of the Coastal Conservation Commission Roundtable to CAW-Talks meetings and CAW-Talks members to Roundtable meetings.

Estimated budget: \$545 (\$0 Federal, \$545 In-Kind Match)

Estimated timeframe: July 2023 through June 2024

### **Activity 2: PROVIDE TECHNICAL ASSISTANCE FOCUSED ON ENHANCING COASTAL RESILIENCE AND/OR STEWARDSHIP OF THE HAMPTON-SEABROOK ESTUARY IN SHEA-MEMBER COMMUNITIES.**

When deemed appropriate, work will be planned and implemented in coordination with the Rockingham Planning Commission (RPC) and/or others as needed to maximize benefits and minimize duplication of effort.

#### **Activity 2.1: Support the Hampton Coastal Hazards Adaptation Team (CHAT)**

Provide CHAT with administrative, technical, and meeting facilitation to support activities such as:

- Expanding and enhancing CHAT's knowledge base about evolving sea-level rise and climate change projections and innovative adaptation techniques critical for fine-tuning its recommended coastal hazard adaptation strategies for the Town of Hampton.
- Planning and implementing outreach events identified in the 2022 Community Engagement Strategies to more effectively communicate and solicit public input on CHAT's proposed coastal hazard adaptation strategies.
- Monitoring the implementation progress of CHAT's recommendations.

Grant funds will cover hiring an independent planner and facilitator and a minute taker, guest speaker fees, and SHEA's CHAT project webpage updates. SHEA's participation in planning

and attending CHAT meetings and other meetings/events on behalf of CHAT will be counted as In-Kind match.

Estimated budget: \$14,500 (\$7,000 Federal, \$7,000 In-kind Match)

Estimated timeframe: July 2023 through June 2024

**Activity 2.2: Support the Seabrook Coastal Resilience Team (CRT)**

In partnership with the RPC, SHEA will provide administrative, technical, and meeting facilitation to support the Seabrook CRT. The primary objectives are to improve coordination and collaboration on coastal resilience and adaptation efforts and provide public education and outreach opportunities concerning coastal hazard impacts and adaptation options. A CRT kickoff meeting is scheduled for early February 2023. As specific topics of interest and a preferred meeting schedule come into focus, the RPC and SHEA will work with NHCP to revise and refine a more detailed scope of work regarding this task before September 15, 2023. SHEA's proposed grant budget for this activity includes support personnel, outreach materials, speaker fees, and SHEA's website management. SHEA's participation in planning and attending CRT meetings will be counted as In-Kind match.

Estimated budget: \$5,000 (\$1,500 Federal, \$3,500 In-Kind Match)

Estimated timeframe: July 2023 through June 2024

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

Conduct outreach and analysis focused on enhancing coastal resilience and/or stewardship of the Hampton-Seabrook Estuary in at least one SHEA-member community (i.e., Seabrook, Hampton, Hampton Falls).

**Activity 3.1: Coordinate Public Outreach and Educational Opportunities**

Newsletter: Create and publish a bi-monthly electronic newsletter about local and national news or research relevant to coastal resilience, estuarine health, and emerging best practices.

Workshops/Presentations: Plan and host at least four public presentations and discussions open to municipal officials and residents. The format may range from formal presentations to informal discussions. The topics may include those related to the health or uses of the estuary, impacts of coastal flooding, and/or resilience building. Potential workshop/outreach topics may include updates regarding the FEMA flood maps; changes to flood insurance requirements and rate determinations; structural elevation information and details; an update on the progress of the Seacoast Greenway or the Coastal Neighborhood Technical Assistance Program. The nature and topics will be chosen opportunistically, based on expressed resident needs and interests, or as relevant research and tools become available. When appropriate, SHEA will maintain regular contact with and invite partner organizations such as NHDES Coastal Program, UNH Cooperative Extension, NH Sea Grant, and UNH Professors and students to co-host or participate in these events to provide greater breadth and depth of information that can be passed onto and discussed with the audience. These partners frequently work on research and planning topics related directly or indirectly to the Hampton-Seabrook Estuary. All virtual and, when

feasible, in-person presentations will be recorded and posted on the SHEA website along with any presentation materials. The proposed grant budget for this activity will be used for planning, publicity, website postings, and potential speaker fees. Participant attendance will be counted as In-Kind match.

Outreach Events, Resources, and Materials: Plan and host at least two public outreach events or products that allow participants to engage and interact with the estuary. Activities may include:

- Trash clean-up event at one or more public access points.
- Photo and coloring contest event during National Estuaries Week in September 2023
- Salt Marsh walking tour to explore and better understand the estuary's ecosystem services, current condition, and potential threats.
- Host a one-day Coastal Resilience and Resource Fair with educators, resilience specialists, and product/process representatives to provide residents and property owners with information about ongoing efforts to improve coastal resiliency, as well as an opportunity to learn about different options or tools they can use to make their properties more resilient.
- Create a digital online interactive Hampton-Seabrook Estuary map focused on passive recreation opportunities such as kayak/canoe/paddleboard put-ins, walking trails, birding opportunities, and scenic or historical viewpoints.
- Identify high-traffic locations around the Estuary within the SHEA communities for installing informational kiosks about the estuary's history and its ecosystem values, and recommend environmental-friendly behaviors. Develop draft kiosk content for Town review and approval.

The proposed grant budget for this activity will be used for planning, publicity, materials, web design/mapping services, website postings, and potential speaker fees. Participant attendance will be counted as In-Kind match.

Estimated budget: \$7,955 (\$4,500 Federal, \$3,455 In-Kind Match)

Estimated timeframe: July 2023 through June 2024

**Activity 3.2: Establish and support programs in Estuary-community schools to increase awareness of sea level rise issues and impacts.**

Work with partner organizations and the schools in Hampton, Seabrook, and Hampton Falls to explore opportunities to create and establish programs or events to increase student awareness of the causes and impacts of sea level rise. Work completed under this activity may include the following:

- Working with the administration/faculty at Seabrook Middle School (SMS) over the course of the 2023-2024 school year to develop and implement science-based activities that will help expand students' familiarity and interaction with the estuary that is adjacent to the school.
  - Support and work with the UNH Cooperative Extension and NH SeaGrant on their 5<sup>th</sup> and 7<sup>th</sup>-grade climate/estuary-related programs at SMS.

- Continue to work with the SMS Curriculum Director and 6th-grade Science Teacher to identify ways to integrate salt marsh vegetation and seasonal monitoring using the campus picture post into the existing curriculum.
- Help identify, plan, and execute a culminating 8th-grade project related to sea level rise issues for implementation in the 2023-2024 school year.
- Supporting UNH Cooperative Extension/NH Sea Grant (UNHCE/NHSG) efforts to expand its “Climate in the Classroom” program, which has been held locally at the Lincoln-Ackerman school in Hampton Falls and Winnacunnet High School in Hampton, to other local community schools.

SHEA will work with UNHCE/NHSG and NHCP to agree upon a more detailed scope by September 15, 2023. The proposed grant budget for this activity covers potential program implementation expenses, and SHEA’s participation in planning, executing, and publicizing programs will be counted as in-kind match.

Estimated budget: \$1,000 (\$500 Federal, \$500 In-Kind Match)

Estimated timeframe: July 2023 through June 2024

**ACTIVITY 4: CONDUCT OUTREACH AND EDUCATION PRODUCT**

SHEA will publish at least one blog post, news article, social media post, etc., summarizing the technical assistance or outreach efforts completed as part of Activity 2 or 3.

All final work products and outreach materials related to Activities 1-4 shall include the NOAA, NHCP, and NHDES logos. All work products and outreach materials shall state, “This project was funded, in part, by NOAA’s Office for Coastal Management under the Coastal Zone Act in conjunction with the NH Department of Environmental Services Coastal Program.” Examples of final work products and outreach materials include, but are not limited to, final reports, newsletters, educational handouts, website pages, and signage.

**DELIVERABLES:**

- Activity 1: Attendance at CAW and CAW Talks meetings
- Activity 2: Deliverables associated with implemented technical assistance projects
  - 2.1 (CHAT): CHAT progress summary, meeting agendas and minutes, website updates/posting, or other outreach materials related to CHAT
  - 2.2 (CRT): Summary of CRT progress, meeting agendas and minutes, and SHEA website updates/postings or other outreach materials related to CRT.
- Activity 3: Outreach materials and deliverables associated with implemented outreach and analysis projects
  - 3.1 (Public Outreach): Program flyers, photo documentation (i.e., kiosk installation), presentation materials, or video recordings posted on the SHEA website for at least four workshops/presentations.
  - 3.2 (School Programs): Progress summary and any educational or other materials created to support this effort and associated publicity.
- Activity 4: Outreach and education product summarizing Activity 2 and 3 efforts

**Activity 5. Reporting**

**Task 5.1.** RPC will prepare and submit an Interim Report that summarizes the work performed under all activities during the period from July 1, 2023 through December 31, 2023. The Interim Report is due January 13, 2024.

**Task 5.2.** RPC will prepare and submit a Final Report that summarizes all the work performed under all activities during the period from July 1, 2023 through June 30, 2024. The Final Report will include the NHCP Technical Assistance Program review intended for grantees to provide feedback about how this grant funding supports the objectives of this grant. The Final Report is due June 30, 2024.

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

**Exhibit C**  
**Method of Payment and 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 \$15,000. Matching funds provided by the Contractor shall total at least \$15,000 of non-federal cash and in-kind services.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SEABROOK-HAMPTONS ESTUARY ALLIANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 31, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 692638

Certificate Number: 0006197025



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp that matches the Seal of the State of New Hampshire.

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, Jay Diener, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Seabrook-Hamptons Estuary Alliance. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 18, 2023,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Rayann Dionne,  
Executive Director (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of  
Seabrook-Hamptons Estuary Alliance with the State of New Hampshire and any of  
(Name of Corporation )

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

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

DATED: May 2, 2023

ATTEST: Jay Diener, President  
(Name & Title)

State of New Hampshire  
Rockingham, SS

By me personally appeared Jay Diener, known to me, and acknowledged  
the foregoing instrument as his voluntary act.  
By me  
DATE: MAY 2, 2023

Laurie A. Olivier  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires 10/18/2027

Laurie Olivier  
LAURIE OLIVIER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/12/2023

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).

<b>PRODUCER</b> G & A INSURANCE, INC 34 Dover Point Road  Dover NH 03820		<b>CONTACT NAME:</b> Stan Cataldo <b>PHONE (A/C, No, Ext):</b> (603) 742-2644 <b>E-MAIL ADDRESS:</b> scataldo@gandainurance.com <b>FAX (A/C, No):</b> (603) 742-2406	
<b>INSURED</b> Seabrook Hamptons Estuary Alliance, Inc., DBA: SHEA 24 Stickney Terrace  Hampton NH 03842		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Ohio Security Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** Master 2023-24      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:		BLS(24)59543594	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	XWS(24)5954354	01/01/2023	01/01/2024	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The New Hampshire Department of Environmental Services is listed as an additional insured per written contract.

<b>CERTIFICATE HOLDER</b> New Hampshire Department of Environmental Services PO Box 95  Concord NH 03302	<b>CANCELLATION</b> 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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**COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Department of Environmental Services**

and the

**University of New Hampshire** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire has approved this Project Agreement ("Effective date") and shall end on **6/30/24**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: UNH Cooperative Extension and NH Sea Grant Technical Assistance**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Steven Couture  
Address: NH Coastal Program  
Dept. of Environmental Services  
222 International Drive, Suite 175  
Portsmouth, NH 03801  
Phone: 603-271-8801

**Campus Project Administrator**

Name: Jeffrey Burgess  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Road  
Durham, NH 03824  
Phone: 603-862-4865

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Kirsten Howard  
Address: NH Coastal Program  
Dept. of Environmental Services  
222 International Drive, Suite 175  
Portsmouth, NH 03801  
Phone: 603-559-0020

**Campus Project Director**

Name: Lisa Wise  
Address: University of New Hampshire  
Cooperative Extension  
Room 225, Nesmith Hall  
Durham, NH 03824  
Phone: 603-862-2356

F. Total State funds in the amount of **\$15,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share **50%** of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from the State Coastal Program's FFY2022 Grant/Contract/Cooperative Agreement from **National Oceanic and Atmospheric Administration (NOAA)** under CFDA# **11.419**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Environmental Services** have executed this Project Agreement.

**By An Authorized Official of:**

University of New Hampshire

Name: Karen Jensen

Title: \_\_\_\_\_

Director, Pre-Award

Signature and Date: Karen Jensen Digitally signed by Karen Jensen Date: 2023.04.04 11:46:24 -04'00'

**By An Authorized Official of:**

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date: [Signature] 4 May 23

**By An Authorized Official of:** the New Hampshire Office of the Attorney General

Name: Joshua Harrison  
Title: Assistant Attorney General

Signature and Date: [Signature] 5/15/2023

As to form, substance, and execution

**By An Authorized Official of:** the New Hampshire Governor & Executive Council

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## EXHIBIT A

- A. Project Title:** UNH Cooperative Extension and NH Sea Grant Technical Assistance
- B. Project Period:** July 1, 2023 through June 30, 2024
- C. Objectives:** The goal of this task is to provide education, outreach, and technical assistance to support coastal resilience planning in New Hampshire's coastal zone and coastal watershed.
- D. Scope of Work:** UNH Cooperative Extension/NH Sea Grant (UNHCE/NHSG) will complete the following activities:

### **Activity 1: Collaborate with the NH Coastal Adaptation Workgroup (CAW)**

During this project period, UNHCE/NHSG staff will:

- Continue to support CAW activities. This includes attending the bimonthly Full CAW meetings, monthly CAW Outreach subcommittee meetings, and bimonthly CAW Talks meetings. UNHCE/NHSG staff will continue to provide leadership to the CAW Outreach Subcommittee and will serve on other CAW subcommittees, including the CAW Website/Social Media Team and planning teams for the annual Rising Tides Photo contest, annual Coastal Climate Summit, and the annual Maine-New Hampshire climate networks exchange, as needed.
- Support the planning and implementation of any CAW workshops/events to help communities build resilience and learn about climate preparedness resources and strategies. Coordinate publicity and workshop materials as needed and document metrics, such as number of events and participants, participant demographics (where available), and evaluation summaries.
- Develop and coordinate content for the CAW e-newsletter, published three times per year, with updates about coastal resilience projects in NH's coastal watershed, upcoming events, relevant news, and resources for communities. Send out special releases to publicize events and new information as needed. Summarize newsletter metrics in final report.
- Serve as the lead coordinator for maintaining the CAW Projects and Outcomes database and producing reports as requested.
- Work with NHCP staff to co-manage the CAW website (updating and adding information), integrate the e-newsletter with the website, and assist with CAW social media content.
- Attend up to two professional development events, such as the Maine-New Hampshire annual professional development opportunity, NH Coastal Climate Summit, etc.

*Estimated timeframe:* July 2023 – June 2024

### **Activity 2: Implement coastal resilience outreach programs in NH's coastal zone municipalities**

UNHCE/NHSG staff will support an outreach project focused on coastal resilience in at least one coastal zone municipality, including the Flood Ready Neighbors Project (FRN) and Climate in the Classroom work in the Seabrook-Hamptons region. UNHCE/NHSG staff Lisa Wise will participate in the Neighborhood Support Staff meetings and work with partners to support one of the participating neighborhoods, such as Gosling Meadows. UNHCE/NHSG staff Gracie Ballou is the coordinator of the Climate in the Classroom program; the requested funds will support Gracie's time to continue to expand the program to other schools, focusing on the Seabrook-Hamptons region during this project period. The travel budget requested will support NHSG/Extension staff to travel for the Flood Ready Neighbors Project and Climate in the Classroom programs.

UNHCE/NHSG staff may also build on recent outreach on the *2021 NH Coastal Watershed Conservation Plan* or *NH Coastal Flood Risk Summary Guidance* to coastal communities. This work will be coordinated with the relevant regional planning commission and/or other partners as appropriate.

Project staff will commit to a more detailed scope of work with NHCP by September 15, 2023. UNHCE/NHSG staff will work with NHCP and other CAW partners to lay groundwork and conduct preliminary planning for projects that may start during the following project period (July 2024 to June 2025).

*Estimated timeframe:* July 2023 – June 2024

**Activity 3: Develop and share an educational/outreach product**

*Description:*

UNHCE/NHSG staff will publish at least one blog post, news article, social media post, etc. to share about outreach activities described in Activity 2.

*Estimated timeframe:* July 2023 – June 2024

**Deliverables:**

- Three CAW e-newsletters (published in September/October 2023, January/February 2024, and April/May 2024) with with specific articles written by project staff (June 2024)
- Publicity materials and participation/evaluation summaries of any CAW workshops, if applicable (June 2024)
- Outreach materials developed or updated in support of Activity 2, and participation/evaluation summaries of the community engagement program(s) (June 2024)
- Educational or outreach product summarizing Activity 2 efforts (June 2024)

**E. Deliverables Schedule:** Reports: Campus Project Director shall provide one (1) semi-annual progress report and one (1) final report that summarizes the project activities. The semi-annual report will cover the period of the project start date through December 31, 2023 and will be due on January 13, 2024. The final report will summarize activities throughout the entire project period and include UNHCE and NHSG responses to a NHCP Technical Assistance Program Review intended to provide feedback about how this grant funding supports the objectives of this grant. The final report will be due on June 30, 2024.

**F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown below. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 8,596	\$ 8,938	\$ 17,534
2. Fringe Benefits	\$ 2,854	\$ 2,967	\$ 5,821
3. Travel	\$ 455	-	\$ 455
4. Supplies and Services	-	-	-
5. Other (IT support)	-	-	-
6. Facilities and Admin.	\$ 3,095	\$ 3,095	\$ 6,190
Subtotals:	\$ 15,000	\$ 15,000	\$ 30,000
Total Project Costs: \$30,000			

**G. Other:** Funding Credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part,

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

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted. References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or **Uniform Guidance issued by the Office of Management and Budget (OMB).**