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July 25, 2024

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Planning and Development to enter into a contract with Econsult Solutions Inc (ESI) (VC#261098 (B001)), Philadelphia, PA, in the amount of \$149,500 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) to fund a study on the Fiscal Impacts of Various Housing Types, effective upon Governor and Council approval through January 31, 2025. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(C) for the provision of government services to the extent of the reduction in revenue.
100% Federal Funds

Funding is contingent upon Governor and Council approval of an accept and expend request for \$160,000 included on this agenda.

The request was approved by the Fiscal Committee at its August 16, 2024 meeting.

Funding is available in account, ARPA OPD Housing Study, as follows:

	<u>FY 2025</u>
03-22-022-221510-28250000-102-500731	\$149,500

EXPLANATION

The Department of Business and Economic Affairs (BEA), Office of Planning and Development (OPD) sought a Vendor to develop an interactive online model that estimates costs and benefits on municipal budgets of the development of various housing types. The study is intended to create a practical and educational tool for elected officials, municipal staff, and members of the public to assist in making policy decisions regarding what housing types would provide the greatest economic benefit.

OPD issued a Request for Proposals (RFP) for a Fiscal Impact of Various Housing Types on May 30, 2024. The RFP was posted on nheconomy.com and admin.state.nh.us. Subsequently, five vendors submitted formal written proposals on July 1, 2024.

A selection committee comprised of BEA staff (Schedule #2) reviewed and scored the proposals (Schedule #1). The committee identified the submission from ESI to be the most consistent with the scope and deliverables outlined. Scoring is included as Schedule #3.

ESI is a Philadelphia-based firm that has been in operation for over 45 years. They provide policy makers with consulting services in areas including real estate, public policy, infrastructure, fiscal impacts, and tax policy. ESI has experience working with New Hampshire state agencies, having worked with

DES and DHHS in the past, and is familiar with New Hampshire communities. Most recently, they contracted with a Maryland county to analyze past and projected residential developments to determine revenue and expenditure impacts on local municipal budgets. ESI has the technical skill, expertise, and relevant project experience to meet the objectives outlined in the Fiscal Impacts of Various Housing Types RFP.

The Attorney General's Office has reviewed and approved this agreement as to form, substance, and execution.

In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. Caswell', written in a cursive style.

Taylor Caswell
Commissioner

**Department of Business and Economic Affairs
Office of Planning and Development
Fiscal Impacts of Various Housing Types RFP
Written Proposal Scoring Criteria**

Schedule #1

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

Technical

- Experience and Qualifications (30 points)
- Strategy, Approach and Methodology (40 points)
- Creativity and Innovation (10 points)

Cost

- Budget Approach/Cost Effectiveness (20 points)

**Department of Business and Economic Affairs
Office of Planning and Development
Fiscal Impacts of Various Housing Types RFP
Written Proposal Scoring Team**

Schedule #2

Heather Shank, Senior Planner
Office of Planning and Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-1762 heather.r.shank@livefree.nh.gov

Heather is the Senior Planner for the Office of Planning and Development (OPD) in the New Hampshire Department of Business and Economic Affairs (BEA). Heather manages OPD staff and directs program priorities including the Municipal Planning and Zoning Program, the National Flood Insurance Program, and the State Data Center and GIS programs. Heather currently staffs the Council on Resources and Development and serves on the Wetlands Council, the Rivers and Lakes Advisory Committees, and the Complete Streets Advisory Committee. Prior to this role, Heather was the City Planner for Concord, New Hampshire where she managed the planning board and multiple city commissions and committees.

Noah Hodgetts, Principal Planner
Office of Planning and Development
100 North Main Street, Suite 100, Concord, NH 03301
603-271-2157 noah.d.hodgetts@livefree.nh.gov

Noah Hodgetts is a Principal Planner in the Office of Planning & Development (OPD) in the New Hampshire Department of Business and Economic Affairs (BEA). He provides technical assistance and training on planning and zoning matters to a diverse range of stakeholders, tracks planning and zoning legislation, and is BEA's point person on housing policy. Most recently he coordinated the Regional Housing Needs Assessment Program with the state's nine Regional Planning Commissions and the development of the New Hampshire Housing Toolbox. Noah currently serves on the New Hampshire Council on Housing Stability, the New Hampshire Zoning Atlas Leadership Team, the InvestNH Planning & Zoning Grant Steering Committee, and the New Hampshire Planners Association Executive Committee. Noah was named the 2023 Professional Planner of the Year by the Northern New England Chapter of the American Planning Association and the New Hampshire Planners Association. Prior to working for the State of New Hampshire, Noah worked as a research analyst for a Boston-area affordable housing consulting firm.

Andrew Dorsett, Director
Invest NH & Housing Champions
100 North Main Street, Suite 100, Concord, NH 03301
603-931-2109 andrew.l.dorsett@livefree.nh.gov

Andrew Dorsett is the Housing Finance Director for the New Hampshire Department of Business and Economic Affairs (BEA). He is spearheading InvestNH, BEA's ambitious \$100 million program which is assisting in much needed relief to the affordable housing market across the state and promote efficiency in local planning and zoning to create a regulatory environment that encourages the construction of housing affordable to New Hampshire's growing workforce. He also manages the recently adopted state funded InvestNH and Housing Champions programs, which will further incentivize housing projects in throughout the state in partner communities. Andrew has worked in municipal, county, and state government for over a decade as a state representative, selectman, town administrator and town manager, a county administrator, and now as a director for BEA.

Department of Business and Economic Affairs
Office of Planning and Development
Fiscal Impacts of Various Housing Types RFP
Written Proposal Scoring Summary

Schedule #3

	Max Points	Jeff Donahue Associates	RKG	ESI	AECOM	Outwith Studio
Experience and Qualifications	30	15	26	28	26	22
Strategy, Approach, and Methodology	40	18	35	36	32	25
Creativity and Innovation	10	6	9	8	7	5
Budget Approach and Cost Effectiveness	20	8	16	19	14	12
Total Score	100	47	86	91	80	64
Proposal Cost		\$97K-\$795K	\$195K-\$264K	\$149,500	\$163K-\$313K	\$49,680

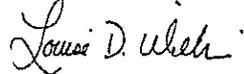
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Business and Economic Affairs		1.2 State Agency Address 100 N. Main Street, Suite 100. Concord, NH 03301	
1.3 Contractor Name Econsult Solutions Inc. (ESI)		1.4 Contractor Address 1435 Walnut Street 4th Floor, Philadelphia PA 19102	
1.5 Contractor Phone Number 215-717-2777	1.6 Account Unit and Class XXXX0000-500731 ARPA OPD Housing Study	1.7 Completion Date 1/31/2025	1.8 Price Limitation \$149,500
1.9 Contracting Officer for State Agency Heather Shank		1.10 State Agency Telephone Number 603-271-1762	
1.11 Contractor Signature  Date: 07/18/2024		1.12 Name and Title of Contractor Signatory Ethan Conner-Ross, Executive VP and Principal	
1.13 State Agency Signature  Date: 08/1/2024		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Assistant AG On: August 13, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions in this contract.

EXHIBIT B
SCOPE OF SERVICES

Econsult Solutions, Inc. (ESI) will study the fiscal impacts of various housing types for New Hampshire municipalities and create an online tool to evaluate these impacts. The primary purpose for this tool is to help municipal officials to understand the cost and revenue implications of development decisions as communities seek to meet their housing needs.

Contract Deliverables:

1. Assemble and analyze budgetary and socioeconomic data on New Hampshire's municipalities
 - 1.1. Develop a "typology" of municipalities based on characteristics that influence the fiscal impacts of housing and assign each municipality in the state to a typology
2. Identify the primary housing production types based on recent development patterns and recommended a defined set for inclusion in the tool
 - 2.1. Analyze differences in housing characteristics by type that impact the municipal expenditures and cost associated with these developments
3. Conduct revenue analysis by housing type and municipal typology to develop ratios that will populate the interactive tool
4. Conduct expenditure analysis of both service and infrastructure costs by housing typology to develop ratios to populate the interactive tool
5. Provide a technical memorandum that covers the analytical methods, data sources, and calculations underlying the fiscal analysis
6. Develop an interactive online tool that enables users to estimate the potential fiscal impacts of developments by type and locations
 - 6.1. Provide documentation as well as multiple training sessions with department officials on the use of the fiscal impact tool
7. Organize a project kick-off meeting, and subsequently meet regularly with the Department to provide updates on progress and surface any project issues for discussion and resolution

The deadline for delivery of the finished product is January 31, 2025.

Interim deliverables reflecting the outcome of each step will be provided based on the anticipated project calendar reflected below. Project coordination meetings are suggested to take place on a bi-weekly basis.

**EXHIBIT C
SCHEDULE AND PAYMENTS**

1. Contract Price

The Department of Business and Economic Affairs will pay ESI for the performance of services set forth in Exhibit B, the total amount not to exceed \$149,500. ESI will submit invoices documenting the work completed.

2. Budget

A scope of work tasks and associated costs is as follows:

Service	Rate
Typology of Municipalities	\$24,000
Housing Production Types	\$12,000
Revenue Analysis	\$16,000
Expenditure Analysis	\$32,000
Technical Memorandum	\$15,000
Tool Production	\$30,000
Tool Documentation and Training	\$10,000
Project Kickoff and Project Management	\$9,000
Expenses (Travel, Data)	\$1,500
TOTAL	\$149,500

3. Project Schedule

The project is anticipated to proceed on a 20-week timeline based on the project schedule outlined below.

Milestones in the table should be understood to represent the anticipated completion and approval of each task in consultation with the Department. The approach to each task will be iterative, with interim materials provided to and reviewed with the Department.

Following a kick-off meeting, coordination meetings with the Department are recommended to take place on a bi-weekly basis.

State of New Hampshire

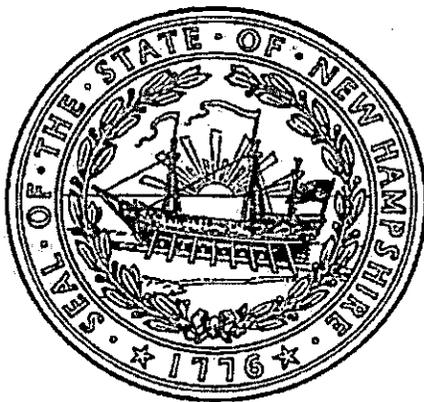
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ECONSULT SOLUTIONS, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on November 20, 2019. 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: 831536

Certificate Number: 0006738794



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of July A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Wendy M. Gabriele, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Econsult Solutions, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 1, 20 24, at which a quorum of the Directors/shareholders were present and voting.
(Date)

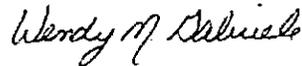
VOTED: That Ethan Conner-Ross, Executive VP and Principal (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Econsult Solutions, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 18, 2024



Signature of Elected Officer
Name: Wendy M. Gabriele
Title: CAO and Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2024

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 Digital Insurance LLC-Philadelphia, PA 1818 Market Street Philadelphia PA 19106	CONTACT NAME: Deanna Robinson
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: deanna.robinson@onedigital.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CNA Insurance Company Group	INSURER B: MT Hawley Ins Co
INSURER C: Hiscox	INSURER D:
INSURER E:	INSURER F:

INSURED
 ECONSULT SOLUTIONS, INC
 1435 WALNUT ST
 SUITE 400
 PHILADELPHIA PA 19102

License#: 57722
 ECONSOL-01

COVERAGES **CERTIFICATE NUMBER: 715785771** **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		B7013673096	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/PROP AGG	\$ 2,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		B7013673096	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		B 7013673101	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	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 <input type="checkbox"/> N/A	WC7036488893	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability		RTP0042615	3/21/2024	3/21/2025	Each Claim/Aggregate	5,000,000
C	Cyber Liability		AIPL5263276	10/21/2023	10/21/2024	Each Claim/Aggregate Retention	3,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 New Hampshire Department of Business & Economic Affairs are listed as additional insured when required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire Department of Business & Economic Affairs 100 N. Main Street, Suite 100 Concord NH 03301	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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