



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



33 - 9/2/26

August 5, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with Southern New Hampshire Planning Commission (VC# 154521-B001), Manchester, NH, in the amount of \$18,500 to help develop the Coastal Watershed Resilience Plan (CWRP), effective upon Governor and Council approval through June 30, 2029. 100% Federal funds.

Funds are available in the following account.

	<u>FY 2027</u>
03-44-44-442010-1209-102-500731	\$18,500
Dept. Environmental Services, Coastal Resilience, Contracts for Program Services	

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** agreement with the Southern New Hampshire Planning Commission (SNHPC) because SNHPC was a partner on the "New Hampshire Coastal Watershed Resilience Plan (CWRP)" grant that was awarded to NHDES by the National Fish and Wildlife Foundation in 2025 and NHDES is required to adhere to the proposal.

The goal of the CWRP is mitigate coastal and freshwater flood risk to assets across sectors, including transportation, critical infrastructure, natural resources, economy, and community within NH's Coastal Watershed (CW). This project has two phases; Phase I: Flood Hazard Assessment (FHA) and Phase II: Coastal Watershed Resilience Plan. The CWRP project area spans approximately 1,684 square miles and the 48 municipalities within the CW which drains to the Atlantic Ocean via the Piscataqua River and Hampton Seabrook Estuary. Partners including NHDES, NH Department of Transportation, regional planning commissions (RPC), and NH Fish and Game Department have completed their own hazard assessments and are ready to bring their experience and results to the co-development of the FHA and CWRP. The recent release of the 2026 New Hampshire Coastal Flood Risk Model provides NH's first comprehensive, dynamic flood model and paired with the first comprehensive groundwater rise maps, the CWRP will produce the best available understanding of flood risks.

Phase I, the Flood Hazards Assessment, is based on newly available flood exposure data and an inventory of community and ecosystem assets and will develop a spatial FHA that identifies "resilience opportunity areas", or ROAs (defined as where a density of assets share flood risk and/or a single important asset is vulnerable to flood risk) across the CW communities. Phase II, the Coastal Watershed Resilience Plan, will develop a CWRP that builds on the FHA results to identify top- ROAs and create

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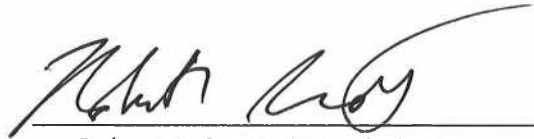
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detailed ROA Action Plans for selected sites. Three RPCs are included in the Core Project Team to manage and participate in the development of the FHA and CWRP. SNHPC will also participate on the Advisory Team and Engagement Team, helping to integrate regional priorities and stakeholder feedback in both the Flood Hazard Assessment and Coastal Watershed Resilience Plan.

Total project costs are budgeted at \$18,500. In the event that federal funds become no longer available, general funds will not be requested to support this program.

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

We respectfully request your approval.

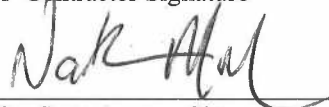

Robert R. Scott, Commissioner

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 Southern New Hampshire Planning Commission		1.4 Contractor Address 438 Dubuque Street, Manchester, NH 03102	
1.5 Contractor Phone Number 603-669-4664	1.6 Account Unit and Class 03-44-44-442010-1209-102-500731	1.7 Completion Date June 30, 2029	1.8 Price Limitation \$18,500
1.9 Contracting Officer for State Agency Kirsten Howard		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature  Date: 6/23/26		1.12 Name and Title of Contractor Signatory Nathan Miller, Executive Director	
1.13 State Agency Signature  Date: 8/6/26		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Keely Lovato - Latham Keely Lovato - Latham, ARG On: 8/11/2026			
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

I. Disclaimers. Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

II. Publications. Any outward facing products, publications, presentations, handouts etc. that are created with funding from NHCP's NFWF grant shall comply with NFWF and NHDES publication requirements, as follows:

- A. Provide funding credit to the National Fish and Wildlife Foundation, New Hampshire Department of Environmental Services, and the NH Coastal Program.
- B. 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.

III. Subawards and Contracts. When making subawards or contracting, NFWF Subrecipient shall: (1) abide by all the applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2. C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

IV. Acknowledgment of Support. The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Exhibit A of this Agreement; and (2) include the disclaimer provided in I. Disclaimer.

V. Website Links. The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF subrecipient in connection with the project.

Exhibit B Scope of Services

Project title: New Hampshire Coastal Watershed Resilience Plan (CWRP)

Project description: This scope of work is part of a larger project funded by the National Fish and Wildlife Foundation (NFWF) to mitigate coastal and freshwater flood risk to assets across sectors, including transportation, critical infrastructure, natural resources, economy, and community within NH's Coastal Watershed (CW). This project has two phases; Phase I: Flood Hazard Assessment (FHA) and Phase II: Coastal Watershed Resilience Plan (CWRP). This project will span the approximately 1,684 square miles and the 48 municipalities within the CW which drains to the Atlantic Ocean via the Piscataqua River and Hampton Seabrook Estuary.

The CWRP Project Teams are comprised of:

- **Core Project Team:** NHDES Coastal Program (NHCP), Rockingham Planning Commission (RPC), Strafford Regional Planning Commission (SRPC), Southern New Hampshire Planning Commission (SNHPC), NH Dept. of Natural and Cultural Resources State Parks (DNCR), Portsmouth Development Authority (PDA), and a TBD Consultant (selection planned for summer/fall 2026).
- **Technical Support Team:** Woods Hole Group, Inc., New Hampshire Geological Survey
- **Engagement Team:** UNH Cooperative Extension/NH Sea Grant (NHSO); Piscataqua Region Estuaries Partnership (PREP); NH Fish & Game Great Bay National Estuarine Research Reserve (GBNERR); Great Bay Stewards (GBS); Seabrook Hamptons Estuary Alliance (SHEA); Rockingham County Conservation District (RCCD); Strafford County Conservation District (SCCD)
- **Advisory Team:** Federal, state, regional, and local government representatives; nonprofit organizations; academic institutions; and community representatives.
- **Community Champions:** Local representatives from the watershed communities, such as municipal staff, local advisory committee staff, Conservation Commission representatives, etc.

Glossary:

- **FHA:** Flood Hazard Assessment
- **CWRP:** Coastal Watershed Resilience Plan
- **Resilience Opportunity Areas, or ROAs:** where a density of assets share flood risk and/or a single important asset is vulnerable to flood risk
- **rpcs:** Referring to all three regional planning commission partners - Rockingham (RPC), Strafford (SRPC), and Southern NH (SNHPC) Regional Planning Commission.

Tasks that appear missing are part of the larger project scope of work and are in other contracts related to this one. The Southern New Hampshire Planning Commission will complete the following tasks.

Phase I: Flood Hazard Assessment | Based on newly available flood exposure data and an inventory of community and ecosystem assets, Phase I will develop a spatial FHA that identifies ROAs across the CW communities.

Activity 1.1: Project Management & Reporting

Timeline: Upon G&C approval – June 2029

Description: SNHPC will work collaboratively with NHCP to develop the Core Project Team schedule and work plan. SNHPC will participate in monthly Core Project Team check-ins, attend 7 semi-annual Advisory Team meetings, and other check ins with key partners as needed (Engagement Team, Technical Team). Finally, SNHPC will prepare and submit annual Interim Reports (template to be provided by

NHCP) by the due dates listed below that summarize the work performed under all activities during the following periods:

- Interim Report 1: G&C approval – February 2027 (Due date: February 22, 2027)
- Interim Report 2: March 2027 – February 2028 (Due date: February 21, 2028)
- Interim March 2028 – February 2029 (Due date: February 19, 2029)
- Final cumulative report: G&C approval – June 2029 (Due date: June 30, 2029)

All work must be completed prior to the completion date of June 30, 2029. The final cumulative report will be due by the contract end date of June 30, 2029 (template provided by NHCP) and will include all deliverables and descriptions of work done throughout the project.

Deliverables: Three interim reports; one final report; monthly project meetings; Advisory Team input, consultant selected

Task 1.1.1 Review and Select Consultant

Timeline: Upon G&C approval – November 2026

Description: NHCP will lead and SNHPC will assist in the reviewing of proposals and in the selection of a TBD Consultant to join the Core Project Team.

Activity 1.2: Support the Advisory Team

Timeframe: Upon G&C approval – June 2029

Description: SNHPC will refine their workplan and establish shared expectations for the project process and outcomes at the project kickoff meeting. Throughout the project, the Advisory Team will meet at least bi-annually to review products and offer guidance. The project teams will call on individual Advisory Team members as needed regarding data, local knowledge, and advice.

Deliverables: Semi-annual Advisory Team meeting input and attendance at seven 1.5-hour hybrid/virtual meetings

Activity 1.3a: Compile Coastal Watershed Community Flood Exposure and Floodprone Asset Data

Timeframe: Upon G&C approval – June 2027

Partners: Core Project Team, Technical Team, Community Champions

Description: The rpcs will support the development and coordination of the FHA. The FHA is a geospatial data set comprised of an inventory of diverse sectors (transportation, natural resources, infrastructure) that will be overlayed by the NH Coastal Flood Risk Model (NHCFRM), groundwater rise maps, preliminary FEMA Flood Insurance Rate Maps, and other datasets in order to evaluate flood exposure. Inputs will include indicators of flood exposure, sensitivity, ecological significance (migration corridors) and local and regional criticality.

Deliverables: Community Champions list, review and feedback on Floodprone Asset Inventory Framework, support of data compilation of the Community Floodprone Asset Inventory, consultation and review of asset data with at least 4 municipalities (Deerfield, Candia, Chester, Derry), input on Phase I engagement plan, additional dataset selection/review.

Task 1.3a.4 Support creation and population of geospatial Community Floodprone Asset Inventory database

Timeframe: November 2026 – June 2027

Description: SNHPC will support the creation of a geospatial Community Floodprone Asset Inventory of floodprone assets across multiple categories including, and not limited to, transportation, natural and cultural resources, and community institutions based on existing plans such as but not limited to the NH Coastal Watershed Conservation Plan, NH Wildlife Action Plan, Hazard Mitigation plans, and Regional Transportation Plans. SNHPC will compile existing plans from at least 3 municipalities and consult with them to review and refine the asset data.

SNHPC will work with communities to compile local asset information from existing vulnerability studies, the [Flood Hazards Geodatabase](#) from NHGS, local Hazard Mitigation Plans, transportation datasets, historic and cultural resource data, and other readily available community data sources.

Task 1.3a.5 Provide Input and Use Flood Hazard Assessment Engagement Guidance

Timeframe: January 2027 – June 2027

Key partners: Core project team, GBS, GBNERR

Description: NHCP, GBNERR, and GBS will lead the development of engagement guidelines to enable efficient and effective use of incentive and engagement funds for the Flood Hazards Assessment. The rpcs will provide input to and utilize the guidelines in FHA engagement efforts.

Task 1.3a.6 Assemble and Obtain Data from Community Champions

Timeframe: January 2027 – June 2027

Description: SNHPC will work with the other rpcs to assemble a network of Community Champions (local representatives from the watershed communities). SNHPC will work with Community Champions to review the Asset Inventory details and fill in gaps. The rpcs will provide periodic updates about the project to the Community Champions, and they will be engaged throughout the project.

Task 1.3a.7 Support selection and integration of additional datasets

Timeframe: April 2027 – June 2027

Description: SNHPC will review selection and integration of additional datasets important to the ROAs determination such as population, other demographic attributes, geomorphology, and development patterns.

Activity 1.4: Develop CW Flood Hazard Assessment Model

Timeframe: March 2027 – September 2027

Partners: Core Project Team, Technical Team

Description: The FHA is a co-occurrence model of the geospatial Community Floodprone Asset Inventory and associated ROAs with the existing spatial flood exposure datasets to determine ROAs. The findings will be shared via web-based tool and through an FHA report.

Deliverables: Scoring criteria input for the ROAs, support development of the FHA report and web-based tool, review and feedback on additional datasets and preliminary outputs

Task 1.4.1 Support development and finalize scoring criteria for ROAs

Timeframe: March 2027 – May 2027

Description: Drawing on methods in the [Massachusetts Resilient Coasts Initiative](#) and [Maine Climate Ready Coast](#) project, NHCP will develop scoring criteria for the ROAs with support from the XPC and other Core Project Team and Technical Team members. Led by NHCP, the SNHPC and other members of the Core Project Team will finalize the criteria. Criteria will include indicators of flood risk, exposure, sensitivity, ecological significance (migration corridors) and local and regional criticality.

Task 1.4.3 Support development of draft web-based tool, metadata, and FHA report

Timeframe: June 2027 – August 2027

Description: NHCP, with support from SNHPC and other Core Project Team and Technical Team members, will develop draft FHA deliverables including a web-based geospatial tool, supporting metadata documentation, and the FHA report. Support from SNHPC and other Core Project team partners will include review and refinement of analytical outputs; coordination and quality assurance of regional datasets and mapping products; assistance with interpretation of flood

exposure and vulnerability hotspots (ROAs) within a local and regional planning context; review of metadata and documentation standards; and testing and feedback related to the usability, functionality, and accessibility of the web-based tool. Project partners will also support development and review of report content, maps, figures, and summary findings to ensure technical accuracy and consistency across deliverables.

Task 1.4.4 Provide feedback on preliminary ROA outputs and FHA results

Timeframe: August 2027 – September 2027

Description: SNHPC will provide feedback to NHCP and the TBD consultant on the preliminary outputs, such as geographic distribution, vulnerability, and general risk.

Activity 1.5: Review Draft and Finalize Flood Hazard Assessment

Timeframe: June 2027 – December 2027

Partners: Core Project Team, Technical Team, Engagement Team, Advisory Team, Community Champions

Description: Led by NHCP, SNHPC and the other Core Project Team partners will finalize the Flood Hazard Assessment (FHA) report, associated metadata documentation, and the web-based geospatial tool for public and partner use. This task will include final rounds of technical review, quality assurance/quality control, and integration of partner feedback on draft deliverables developed in the previous task. TBD consultant will design a process for soliciting feedback on the FHA from communities. SNHPC will implement the process for soliciting feedback from communities, supported by incentive funds (Task 1.3a.5). SNHPC will assist in the organization and facilitation of two feedback events and will publicize the final FHA with their region after it is finalized.

Deliverables: Support organization and facilitation of two in-person FHA events (community member invitations, presentation support, and consolidating feedback), develop materials for publicizing the FHA within SNHPC region,

Task 1.5.2 Support community input solicitation

Timeframe: April 2027 – October 2027

Description: Led by the TBD consultant, SNHPC will support the solicitation of community input regarding the FHA.

Task 1.5.3 Assist organization and facilitation of FHA feedback events

Timeframe: April 2027 – October 2027

Description: Led by the TBD consultant, SNHPC will assist in the facilitation and organization of one in-person FHA feedback event for non-tidal communities. SNHPC will assist with community invitations, presenting results, and consolidating feedback.

Phase II: Coastal Watershed Resilience Plan | Phase II will develop a CWRRP that builds on the FHA results to identify top-priority ROAs and create detailed ROA Action Plans for selected sites.

Activity 2.1: Identify priority Resilience Opportunity Areas (ROAs)

Timeframe: December 2027 – February 2028

Description: NHCP will lead the prioritization of 40-60 ROAs. The partners, including SNHPC, will select at least 3 ROAs in the SNHPC region, at least 16 in the SRPC region, and at least 21 in the RPC region, based on geographic area distribution.

Deliverables: At least 3 ROAs identified and prioritized in SNHPC region

Activity 2.2: Develop CWRP Engagement Plan and Collaboratively Select 6-10 ROAs for Action Plans

Timeframe: October 2027 – June 2028

Description: SNHPC will provide feedback to the Phase II engagement plan developed by NHCP and TBD Consultant. NHCP will lead the identification of 6-10 priority ROAs from the list developed in Activity 2.1, with decision-making support from SNHPC and the other rpcs. The ROAs selected will have at least 1 ROAs in the SNHPC region, at least 2 in the SRPC region, and at least 3 in the RPC region.

Deliverables: At least 1 ROA selected in the SNHPC region, , input on Phase II engagement plan

Task 2.2.2 Help Develop Coastal Watershed Resilience Engagement Plan

Timeframe: October 2027 – November 2027

Description: NHCP and the TBD Consultant will develop an engagement plan for Phase II with support from the Engagement Team and the Core Project Team. The plan will include a collaborative engagement process for selection of the 6-10 priority ROAs as well as plans for ROA Action Plan workshops. The Phase II engagement plan will build off best practices and lessons learned from Phase I engagement. XPC will provide input and review the engagement plan.

Task 2.2.3 Support Identification of 6-10 ROAs for Action Plan Development

Timeframe: October 2027 – March 2028

Description: The Engagement Team and Core Project Team, including SNHPC, will implement the collaborative process to select 6-10 priority ROAs. Of the 6-10 ROAs for Action Plan development, and at least 1 will be located in the SNHPC region.

Task 2.2.4 Review and refine Action Plan ROA selection

Timeframe: July 2027 – August 2027

Description: At the August 2027 meeting, the Advisory Team, with SNHPC participation, will refine and finalize the priority 6-10 ROAs selected for Action Plans (Task 2.3a).

Activity 2.3a Refine Conceptual Coastal Watershed ROA Projects for Action Plan Development and Support Workshops

Timeframe: March 2028 – October 2028

Description: SNHPC will work with NHCP and the TBD consultant, Engagement Partners, and the other rpcs to refine the list of conceptual adaptation/nature-based projects identified for each (Activity 2.2) priority ROA. SNHPC will facilitate input from the Community Champions (Task 1.3a.6), and at least 1 ROA action planning workshop will be held in the SNHPC region. The workshops will enable robust community participation and aim to increase project support and buy-in over the long-term, as well as identify and refine project concepts. The SNHPC will support workshop planning, including inviting community members. SNHPC will attend the ROA action planning workshop(s) and provide staff support as needed.

Deliverables: At least 1 workshop held in the SNHPC region with SNHPC support, invitations to community members

Activity 2.3b Provide Feedback on Coastal Watershed ROA Action Plans

Timeframe: October 2028 – May 2029

Description: SNHPC will provide feedback on the ROA Action Plan Template developed by the TBD consultant. The TBD consultant will then draft 6-10 ROA Action Plans and SNHPC will provide input on the plan(s) within their region and participate in their finalization at an Advisory Team meeting.

Deliverables: Feedback provided on ROA action plan template(s), Feedback and input provided on the ROA Action Plan(s) developed in the SNHPC region, Advisory Team feedback and attendance

Activity 2.5 Feedback on Framework for ROA Action Plan Development

Timeframe: December 2028 – June 2029

Description: The TBD consultant will develop a web-based guidance document to support the advancement of additional ROAs that were prioritized but not selected for Action Plan development, and SNHPC will provide feedback on a draft and then publicize the finished version within their region.

Deliverables: Transferrable framework feedback, publicity materials for ROA Action Plan Guidance

Activity 2.6 Finalize and share NH Coastal Watershed Resilience Plan

Timeframe: April 2029 – June 2029

Description: The TBD consultant will lead the production of a comprehensive web-based report and interactive tool to publicize the CWRP, with SNHPC and Core Project Team input and assistance. The report will include methods, selection criteria, final 6-10 ROA Action Plans, and guidance on updating the models when new datasets are developed. Once completed, SNHPC will share and publicize the report and tool within their region, especially with municipalities consulted and where ROAs are located. Finally, SNHPC will participate in an Advisory Team meeting to share the final products and identify next steps.

Deliverables: Publicity materials, Advisory Team attendance, feedback and support on web-based report and interactive tool

Deliverables:

- **Activity 1.1:** Three interim reports; one final report; monthly project meetings; Advisory Team input, consultant review
- **Activity 1.2:** Semi-annual Advisory Team input and attendance
- **Activity 1.3a:** Community Champions list, review and feedback on Floodprone Asset Inventory Framework, support of data compilation of the Community Floodprone Asset Inventory, consultation and review of asset data with at least 3 municipalities, input on Phase I engagement plan, additional dataset selection/review
- **Activity 1.4:** Scoring criteria input for the ROAs, support development of the FHA report and web-based tool, review and feedback on additional datasets and preliminary outputs
- **Activity 1.5:** Support in organization and facilitation of one in-person FHA event (community member invitations, presentation support, and consolidating feedback), materials for publicizing the FHA within SNHPC region
- **Activity 2.1:** At least 3 ROAs identified and prioritized in SNHPC region
- **Activity 2.2:** At least 1 ROA selected in the SNHPC region, input on Phase II engagement plan
- **Activity 2.3a:** At least 1 workshop held in the SNHPC region with SNHPC support, , invitations to community members
- **Activity 2.3b:** Feedback provided on ROA action plan template(s), Feedback and input provided on the ROA Action Plans developed in the SNHPC region, Advisory Team feedback and attendance
- **Activity 2.5:** Transferrable framework feedback, publicity materials for ROA Action Plan Guidance
- **Activity 2.6:** Publicity materials, Advisory Team attendance, feedback and support on web-based report and interactive tool

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. Documentation of reimbursable 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 \$18,500. Matching funds are not required for this contract.

CERTIFICATE OF AUTHORITY

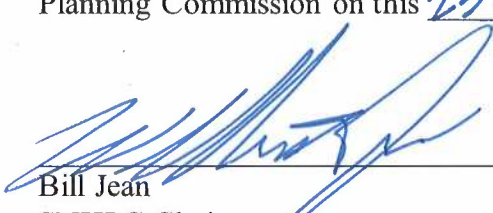
I, **Bill Jean**, do hereby certify that I am the duly elected and acting Chairman of the Southern New Hampshire Planning Commission (SNHPC), a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36). I hereby certify that, at a meeting of the SNHPC Executive Committee duly called and held on **June 23, 2026**, at which a quorum of members were present and voting, the following action was taken.

*The SNHPC authorized Executive Director, **Nathan Miller**, to execute any documents which may be necessary to effectuate the **New Hampshire Coastal Watershed Resilience Plan** contract with the New Hampshire Department of Environmental Services.*

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.

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 Southern New Hampshire Planning Commission.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Southern New Hampshire Planning Commission on this 23 day of JUNE, 2026.



Bill Jean
SNHPC Chairman

STATE OF NEW HAMPSHIRE
County of Hillsborough

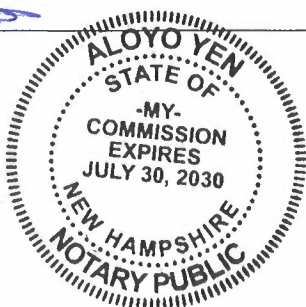
On this the 23 day of JUNE, 2026, before me ALOYO YEN, the undersigned officer, personally appeared, **Bill Jean**, who acknowledged himself to be the Chairman of the Southern New Hampshire Planning Commission, and that he, as such Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Notary Public

(Official Seal)



My Commission Expires:

July 30, 2030

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102		Member Number: 525	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
X	General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	1/1/2026	1/1/2027	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	Automobile Liability Deductible Comp and Coll: Any auto	1/1/2026	1/1/2027	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
X	Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	X Statutory Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	
X	Property (Special Risk includes Fire and Theft)	1/1/2026	1/1/2027	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

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

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 6/22/2026 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax