The State of New Hampshire



Department of Environmental Services 5 RCVD

# **Robert R. Scott, Commissioner**



October 29, 2020

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

# **REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a contract with the Strafford Regional Planning Commission (SRPC) (VC #155570-B00x), Rochester, NH in the amount of \$40,000 to support the City of Dover with improving its coastal resilience planning, effective upon approval by Governor and Council through June 30, 2022. The funding source is 100% Federal Funds.

FY 2021

Funding is available in the account as follows:

03-44-44-442010-3642-102-500731 \$40,000 Dept. Environmental Services, Coastal Zone Management, Contracts – Federal

# **EXPLANATION**

The New Hampshire Coastal Program (NHCP) issued a Request for Proposals (RFP) on May 20, 2020 for projects that improve resilience to coastal hazards in New Hampshire communities. Projects eligible to receive funding from NHCP's competitive Coastal Resilience Grant funding opportunity included projects that build capacity with decision-makers; assess vulnerability, risk, and/or resilience; engage in proactive planning; or accomplish project site selection and design. Ten eligible proposals were received and ranked according to selection criteria and selection committee discussion. Three proposals were selected to receive funding, including the proposal submitted by SRPC to build coastal resilience by building equity in Dover, NH. A scoring matrix that includes a list of the staff who participated in proposal review, along with their titles and level of experience is provided in Attachment B.

The project goal is to engage Dover's historically underserved communities in coastal resilience planning conversations, diversifying community input to strengthen the City's resilience to coastal hazards.

Total project costs are budgeted at \$47,857. DES will provide \$40,000 of the project costs through this federal grant. SRPC will provide \$7,857 in matching funds. In the event that Federal funds become no longer available, General funds will not be requested to support the project. A budget breakdown is provided in Attachment A.

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

We respectfully request your approval.

Robert R. Scott, Commissioner

www.des.nh.gov 222 International Drive • Suite 175 • Portsmouth, NH 03801 (603) 559-1500 • TDD Access: Relay NH 1-800-735-2964

# FORM NUMBER P-37 (version 12/11/2019)

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		1.2 State Agency Address			
New Hampshire Department of Environmental Services		29 Hazen Drive, Concord, NH 03302-0095			
1.3 Contractor Name		1.4 Contractor Address			
Strafford Regional Planning Co	mmission	150 Wakefield St, Suite 12, R	Cochester, NH 03867		
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
603-994-3500	03-44-44-442010-3642-102- 500731	June 30, 2022	\$40,000		
1.9 Contracting Officer for Sta Nathalie Morison, Coastal Prog		1.10 State Agency Telephone Number 603-559-0029			
1.11 Contractor Signature	1 .	1.12 Name and Title of Con	tractor Signatory		
the A	Däte: 10/6/212	Jennifer Cz Executive	Director		
1.13 State Agency Signature		1.14 Name and Title of State			
March	Date: 11/3/20		L. Commissioner, NHOE		
1.15 Approval by the N.H. Dej	partment of Administration, Divis	ion of Personnel (if applicable)			
Ву:		Director, On:			
1.16 Approval by the Attorney	General (Form, Substance and E	xecution) (if applicable)			
By:	ein	On: 11/13/2020			
1.17 Approval by the Governo	r and Executive Council (if appli	cable)			
G&C Item number:		G&C Meeting Date:			

Contractor				
	Date	10	u	20

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

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

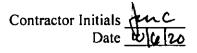
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

#### 9. TERMINATION.

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

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

# 10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

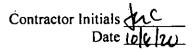
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



# Exhibit A Special Provisions

The Contract will begin on the date when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this contract.

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

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

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

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

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

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

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

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

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

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

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b. Subcontracts. The Contractor shall:

i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;

ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and

iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

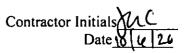
XI) *Bonding requirements.* The Contractor shall comply with 2 CFR Part 200 Subpart D for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), the minimum requirements shall be as follows:

**a.** A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**b.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**c.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) Federal Funding Accountability and Transparency Act (FFATA). The Contractor shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 791678188.



# Exhibit B Scope of Services

The goal of the Building Coastal Resilience by Building Equity in Dover project is to engage Dover's Historically Underserved Communities (HUCs) in climate change planning conversations, diversifying community input to strengthen the City's resilience to climate change. Outcomes will include increased public participation, promotion of equitable practices in implementing climate adaptation plans, and development of a resilience-based vision that accommodates all Dover residents for the future.

The Strafford Regional Planning Commission, in partnership with the City of Dover, will complete the following tasks, as outlined in their Coastal Resilience Grant proposal, entitled "306-24 SRPC Building Equity\_Revised Proposal," which is incorporated by reference:

# Task 1. Data Development

- A. Localized Vulnerable Communities Index (February June 2021): Using data from the NH Division of Public Health Services, the U.S. Census Bureau, and Environmental Protection Agency's (EPA) EJScreen, in conjunction with additional regional and local information, this project will develop a comprehensive social vulnerability index (SVI) for Dover to define vulnerable population variables on a local scale. The index will enable comparisons of social vulnerability in Dover to block groups in other areas of the SRPC region, rather than at the national scale. Based on a previous study that began looking at intersections of social vulnerability and projected coastal hazards in the Hampton-Seabrook Estuary (Kirshen et al. 2018), a range of factors contributing to social vulnerability to climate change will be mapped, such as: income, education, employment, age (including elderly), race, language isolation, disability status, and other relevant factors. This will be paired with information gathered from local partners (Task 2b) to create a vulnerability index specific to Dover's HUCs. Once complete, SRPC will use GIS resources to intersect the social vulnerability information with known climate impact data (such as SLR, known culvert issues, and urban heat effect) and create maps showing the intersection and priority focus areas.
- B. <u>SVI Assessment of Dover's Climate Adaptation Projects, Policies, and Outcomes (April July 2021)</u>: SRPC, with assistance from City staff, the steering committee, and other identified partners and collaborators, will draw on best available resources (such as the CDC's <u>Building Resilience Against Climate Effects</u> (BRACE) framework and Rutgers University's <u>A Seat at the Table</u>) to ensure HUC perspectives are included while conducting a comprehensive review of City documents to identify adaptation projects and policies and their expected outcomes. Identified adaptation measures and expected outcomes will be assessed to determine which climate impacts and associated vulnerabilities they are seeking to address, and then will be cross-referenced with social vulnerability information from the newly created index and maps to discover potential ramifications of these actions for HUCs in Dover.
- C. <u>Project Team Equity Training (February March 2021)</u>: SRPC and project partners will attend training on frontline community engagement, justice, equity, diversity, and inclusion. Possible avenues may include internal team training facilitated by social change

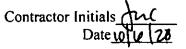
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strategist, Erin Allgood, or another training focused on best practices related to REDI (Racial Equity, Diversity, and Inclusion) topics.

# Task 2: Stakeholder Engagement and Partner Collaboration

A. Form Steering Committee and Community Outreach Network (March 2021 - June 2022):

- a. <u>Form the steering committee:</u> tasks will include organizing meetings, providing general guidance throughout the process, communicating with partners and stakeholders, developing the Localized Vulnerable Communities Index, coordinating focus groups, and creating the final report and implementation table. To aid in transferability of this project, steering committee members will help develop a framework for other communities to use to evaluate their adaptations plans and projects for social vulnerability implications.
- b. Organize a Community Outreach Network: phases include defining, locating, and reaching at-risk groups. SRPC, with assistance from City staff, social change strategist Erin Allgood, and other identified partners, will organize an extensive outreach network featuring a cross-section of the Dover community and design strategies to encourage participation. We will work to engage leaders within certain populations in the community to serve as ambassadors for the project.
- c. Combining findings from the vulnerability index and literature review, the project team will hold discussions with the community outreach network to identify and locate HUCs (Task 1b), determine how information is best received, and consider ways to build trust and relationships. Extend the partner network throughout the project to guarantee accountability and to ensure that all partner goals are understood and integrated in the process. Investing in partnerships solidifies relationships and collaboration among local partners, empowers them to use this project past the end date, and supports long-term use of the information gained.
- d. SRPC and project partners will secure an additional community or grassroots organization to serve on both the steering committee and the outreach network.
- B. <u>Outreach and Engagement Campaign (July 2021 June 2022)</u>: Once an outreach network is established, SRPC and project partners will engage with HUCs throughout the City.
  - a. Individuals and organizations who work with HUCs in Dover (e.g., Dover Housing Authority, Public Welfare, consultant Erin Allgood, and others) will devise engagement strategies. HUCs and partner organizations will be engaged through multiple methods (e.g., interviews, focus groups, neighborhood engagement, and other in-place meeting people where they are) approaches to discuss 1) climate impacts on HUCs; 2) potential impacts of the City's climate adaptation planning work on HUCs; and 3) opportunities to better engage HUCs in future adaptation decision-making. Emphasis on relationship-building to foster trust, strengthen partnerships, and bring new populations into the conversation.
  - b. Using results of the engagement (Task 2B-a), the project team will identify 1-2 specific audiences to engage in more depth and pilot 1-2 creative outreach strategies (building off of the 2019 Project of Special Merit) to gather input on 1) local climate impacts and concerns, 2) adaptation policy options for the City, and 3) preferences for future engagement and communication about climate change, and then will work with key partners for planning and engagement. Additionally, the project team will intentionally



create space and time for those who participate to discuss any policies or actions they feel are important and how they would like the community to take action on to become more resilient—even if they don't directly relate to existing climate policies.

c. The project team will implement stipend-based participation practices, in addition to childcare, as an equitable engagement strategy, and will develop a summary of the input from 2B-a and 2B-b and share with the advisory committee, community partners, and HUC participants.

# Task 3: Development of Coastal Policy Options and Evaluation Process

- A. <u>Assess Suitable Interventions (December 2021 March 2022)</u>: Use results from the data development and stakeholder engagement process to identify the most important climate or resiliency policy interventions for impacts of greatest concern; prioritization of interventions may be based on immediacy, capacity building, cost, feasibility, and size. Project prioritization will be determined by the steering committee and community partners to ensure collaboration and feasibility and will heavily consider the most pressing resiliency policies and actions brought forth by HUC engagement strategies as discussed in Task 2B-b.Once prioritized, a separate deliverable will be prepared to expand upon suitable interventions and how they can and will be used to shape or reform policy at the local level (e.g. an addendum to the master plan, a new equity policy, city council resolution, etc.).
- B. <u>Create Implementation Table (March May 2022)</u>: SPRC will organize climate-related project and policy interventions into a matrix that will recommend necessary amendments to previous and future resiliency projects and policies to benefit all and promote equity. These interventions will be prioritized and include recommendations on how to implement them. Additionally, the implementation table will include recommendations on how the City's planning process for adaptation can be more inclusive of HUCs.
- C. Evaluation (May June 2022): Assess partners' and HUC participants' experiences in the project. Determine if they believe their contributions were worthwhile by capturing feedback on how they believe the process could be improved, what they appreciated, lessons learned, what they hope to accomplish with the information gathered, and if they have a better understanding of climate impacts in Dover. Evaluate the use of stipends as an equitable engagement strategy. Determine the replicability of the project process and deliverables for use in other local planning processes. Start by gauging interest from other local municipalities on the policy options and implementation table and develop guidance on the process.

# Task 4: Project Reporting

- A. <u>Semi-Annual Reporting (June 30, 2021 and December 31, 2021)</u>: Prepare and submit progress reports every six months.
- B. <u>Final Deliverables and Report (June 30, 2022)</u>: Prepare and submit final deliverables and report.

# **Deliverables:**

- Local Vulnerable Community Index: A complete social vulnerability index, including climate impact intersection maps, specific to Dover and its HUCs
- Summary document for Dover of climate data, resources, and local plans (climate science, environmental justice case studies, local plans that impact HUCs) identifying adaptation measures and outcomes and cross-reference with HUCs and climate impacts
- · Summary of stakeholder engagement strategies and input results
- Coastal Policy Options report on suitable interventions for decision-making policies
- Implementation Matrix: Options for coastal resilience policy and climate adaptation measures including high priority recommendations
- Suitable Policy Actions document explaining how project information can and will be used to help shape or reform resiliency-focused policy
- Evaluation: Based on feedback from partners, determine replicability of this study for other local entities as part of their resilience planning
- Two semi-annual reports
- One final report, deliverables included

**Funding Credit and ADA Compliance:** All final work products and outreach materials shall include the NOAA, NHDES, NHCP, and Town of Hampton logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the Americans with Disabilities Act (ADA) 508 requirements and Web Content Accessibility Guidelines (WCAG) AAA standards. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, and signage.

Contractor Initial

# Exhibit C Method of Payment and Contract Price

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

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

The total reimbursement shall not exceed the grant award of \$40,000. Matching funds provided by the Contractor shall total at least \$7,857 of non-federal cash and in-kind services.

Contractor Initials

# Annual Grant and Contract Authorization Fiscal Year 2021 CERTIFICATE OF VOTE

I, Tom Crosby, Secretary/Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

- 1) I am the duly elected Secretary/Treasurer;
- 2) At the meeting held on July 17, 2020, the Strafford Regional Planning Commission voted to authorize the Executive Director, and in his/her absence the acting Executive Director, to sign & execute any contracts for SRPC;
- 3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 4) The following person has been appointed to and now occupies the office indicated in (2) above: Executive Director Jennifer Czysz

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

Strafford Regional Planning Commission,

this 6<sup>th</sup> day of October, 2020.

Tom Crosby, Secretary/Treasurer

STATE OF NEW HAMPSHIRE County of Strafford

On this the 6<sup>th</sup> day of October, 2020, before me the

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

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

Notary Public

Commission Expiration Date: (Seal)

CATHERINE A. DORFMAN, Notary Public My Commission Expires November 16, 2021

# Primex"

# **CERTIFICATE OF COVERAGE**

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

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

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

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

Participating Member:	Member Number:		Company Affording Coverage:				
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562		NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624				
Type of Coverage	Effective Dete	Expiration (mm/dd/y		Limi	ts - NH Statutory Limits	May Apply, If Not	
General Liability (Occurrence Form)				Eac	h Occurrence		
Professional Liability (describe)			[	Gen	eral Aggregate		
Claims Occurrence			[	Fire ftre)	Damage (Any one		
				Med	Exp (Any one person)		
Automobile Liability Deductible Comp and Coll: Any auto				(Eact	nbined Single Limit Accident) regate		
X Workers' Compensation & Employers' Liabi	liity 1/1/2020	1/1/202	21	X	Statutory		
			<b>-</b> . [	Eac	h Accident	\$2,000,000	
			ĺ	Dise	ase - Each Employee	\$2,000,000	
			ĺ	Dise	1850 — Policy Limit		
Property (Special Risk Includes Fire and Theft)					ket Limit, Replacement (unless otherwise stated)		
		· ·	<u></u>		· · · · ·		

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex <sup>3</sup> – NH Public Risk Management Exchange
		1	By: Many East Proved
State of NH			Date: 10/7/2020 mpurcell@nhprimex.org
Department of Environmenta 29 Hazen Dr. PO Box 95 Concord, NH 03302	al Services		Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



# **CERTIFICATE OF COVERAGE**

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

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

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

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

Participating Member:	Member Number:		Company A	ffording Coverage:	
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562		Bow Bro 46 Dono	c Risk Management E ok Place van Street NH 03301-262 <u>4</u>	Exchange - Primex <sup>3</sup>
Type of Coverage	Effective Date (mm/dd/yyyy)*	Expiration D (mm/dd/yyy		nits - NH Statutory Limi	ts May Apply
X General Liability (Occurrence Form)	7/1/2020	7/1/2021	Ea	ch Occurrence	\$ 1,000,000
Professional Liability (describe)				eneral Aggregate	\$ 2,000,000
Claims Occurrence			Fir fire	e Damage (Any one ))	
			Me	d Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto			(E <b>s</b>	mbined Single Limit ch Accident) gregate	
Workers' Compensation & Employers' Liabili	ity			Statutory	
			Ea	ch Accident	
			Di	36356 — Each Employee	
			Di	SEASE — Policy Limit	
Property (Special Risk includes Fire and Theft)				inket Limit, Replacement st (unless otherwise stated)	
<b>Description:</b> Grant. The certificate holder is named a negligence or wrongful acts of the member, its employ liability resulting from the peoligence or wrongful acts (	ees, agents, official	s or volunteer	rs. This c	overage does not exte	end to others. Any

negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex	– NH Public Risk Management Exchange
				By:	Many Beth Purcell
State of NH				Date:	10/7/2020 mpurcell@nhprimex.org
Department of Environme 29 Hazen Dr. PO Box 95 Concord, NH 03302	ntal Se	ervices			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

# Attachment A

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# Budget Estimate

ltem	Federal (NHCP)	Non-federal	Match Type	Total
Personnel	\$9,623	\$1,282	Cash	\$10,905
Fringe	\$0	\$0		\$0
Equipment	\$0	\$0		\$0
Travel	\$122	\$16	Cash	\$138
Supplies	\$770	\$103	Cash	\$873
Sub-Contractual	\$13,725	\$1,000	In-Kind	\$14,725
Construction	\$0	\$0		\$0
Other	\$3,442	\$3,815	In-Kind	\$7,257
Indirect	\$12,318	\$1,641	Cash	\$13,959
Totals	\$40,000	\$7,857	Cash & In-Kind	\$47,857

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# Attachment B

# **Grant Scoring Matrix**

	Town of Durtham	UNH GRANIT	Town of Scabrook	The Nature Conservancy	Rockingham Planning Commission	City of Dover	UNH Sea Grant	Strafford RPC	Hampton Beach Area Commission	City of Portsmouth
Reviewer "A"	78	74	76	99	91	84	79	95	43	79
Reviewer "B"	61	67	61	85	79	70	66	87	[41	64
Reviewer "C"	75	58	69	82	87	78	67	80	49	70
Reviewer "D"	84	74	63	95	97	84	81	92	79	77
Reviewer "E"	79	86	83	97	86	70	86	89	45	80
Reviewer "F"	71	70	66	89	74	73	79	82	48	55
AVERAGE	75	72	70	91	86	77	76	88	51	71
RANK	6	7	9	1	3	4	5	2	10	8

# **Review Team Members:**

- Steve Couture, Coastal Program Administrator, 21 years of experience in environmental planning and grants management
- Chris Williams, Federal Consistency Coordinator, 21 years of regulatory and coastal management experience
- Kevin Lucey, Habitat Coordinator, 18 years experience with environmental assessment, project management, and watershed restoration
- Kirsten Howard, Coastal Resilience Coordinator, 11 years coastal policy and resilient project management experience
- Nathalie Morison, Resilience Project Manager, 10 years coastal policy and resilience project management experience
- Ben Sweeney, NOAA Coastal Management Fellow, 4 years coastal resilience research and project management experience

#### NEW HAMPSHIRE COASTAL RESILIENCE MUNICIPAL PLANNING GRANT STRAFFORD REGIONAL PLANNING COMMISSION REQUEST FOR PROPOSAL, JULY 2020



- a) Project Title: Building Coastal Resilience by Building Equity in Dover
- b) Applicant Information: Kyle Pimental, Principal Regional Planner Alaina Rogers, Environmental Planner Strafford Regional Planning Commission 150 Wakefield Street, Suite 12, Rochester, NH 03867 Telephone: 603-994-3500 Email: <u>kpimental@strafford.org</u>

#### c) Project Type, Goals, and Objectives (10 points):

<u>Project Type:</u> The primary project category is "Assessing vulnerability, risk, and/or resilience" since it will assess Dover's community social vulnerability to identify historically underserved communities (HUCs), evaluate their needs for improving resiliency, and empower residents at the community scale. It also incorporates important aspects of both "Building capacity with decision-makers" and "Proactive planning" with steps taken towards consideration of vulnerability information in Dover's climate resiliency planning.

<u>Project Goal Statement</u>: The project goal is to engage Dover's HUCs in climate change planning conversations, diversifying community input to strengthen the City's resilience to climate change. Outcomes will include increased public participation, promotion of equitable practices in implementing climate adaptation plans, and development of a resilience-based vision that accommodates all Dover residents for the future. Project's Measurable Objectives:

Historically Underserved Communities (HUC): Communities who are disproportionately affected by natural disasters, more susceptible to climate risks due to social factors (such as age, socioeconomic status, race, health, language proficiency, and access to transportation), and historically underrepresented in political decision-making and public investment.

- Social vulnerability information for the City is compiled and available in a summary document, building off of the CDC's <u>Social Vulnerability Index</u> and other related resources.
- HUCs are engaged via at least two engagement strategies/approaches to solicit their perspectives about climate change impacts and Dover's current and planned climate adaptation efforts.
- Decision-makers in Dover take at least two initial steps to engage HUCs in climate adaptation efforts, incorporate HUC perspectives, and encourage equitable adaptation.

### d) Project Description (30 points):

#### **Brief Description:**

A community's social vulnerability can determine how it will fare in a disaster and HUCs are often less prepared. The current COVID-19 health crisis has revealed much about community resilience and <u>HUCs</u>. HUCs are just as (if not more) susceptible to climate change induced impacts such as relative sea level rise (RSLR), coastal flooding, increased precipitation, freshwater availability, droughts, increased health issues, increased heat effects, and transportation issues. Strafford Regional Planning Commission (SRPC), in partnership with the City of Dover and other partners, proposes to develop and execute a study of Dover's HUCs to improve community resiliency by actively engaging these populations in planning. Populations that, due to pre-existing social, economic, and physical conditions, could be more severely affected by climate change, will be invited to participate in engagement strategies, such as focus groups, key informant interviews, and other methods, to discuss how climate change has and will affect them and how they would like to be engaged in climate adaptation planning. Going one step further, the study will analyze if and how climate adaptation projects and policies are affecting social vulnerability by reviewing climate policy and conversing with HUCs about possible unintended outcomes.

This project is an important step in implementing Dover's <u>2018 Climate Adaptation Master Plan Chapter</u>, a NOAA Project of Special Merit. The chapter notes that HUCs may be more sensitive to climate change-related impacts and includes implementation strategies to guide the City in resiliency planning. Three specific recommendations this project would inform include: 1) developing an action plan for building emergency preparedness among HUCs through a community network meant to locate and send messages to HUCs, 2) promoting programs for HUCs to have access to affordable and renewable energy sources, and 3) supporting improvement of the City's alternative transportation and pedestrian options.

Steps in this project include data development, stakeholder engagement and partnership collaboration, development of coastal policy options and evaluation processes, and the final report. Data development includes a localized vulnerable community's index and literature review using the best available climate science and the most up-to-date guidance on how to engage HUCs. Next, the stakeholder engagement and partnership collaboration stage will build relationships with partners to ensure mutual benefits and define the HUCs. Addressing the effects of climate change requires engaging the whole community. Creative engagement strategies will be used to encourage and enable all community members to participate in climate change planning. Once this information is gathered, the steering committee (whose general tasks include providing guidance, organization, and communication) will develop a set of coastal policy options that can be used to build community resiliency in ways that address social vulnerability factors, avoid negative outcomes for HUCs, and provide benefits for the whole community. Lastly, the project will analyze and evaluate the findings and a final report will be prepared. Careful consideration will be taken throughout the project to develop guidance on replicability for other local and regional entities as part of their resilience planning.

Avoids Greenhouse Gas Emissions: This project avoids greenhouse gas emissions with no contribution to emissions through construction or physical projects. Stakeholder engagement will be based in or near HUC populations, so transportation emissions will be very limited. This project will seek to lessen greenhouse gas emissions within Dover while promoting equity for HUCs. For example, the project could explore how Dover can address the <u>urban heat effect</u> on HUCs, specifically for Dover Housing Authority (DHA) properties. The go-to answer has been to install air conditioning to mitigate negative health effects, which means more fossil fuel dependency and emissions. Rather than seeking short-term solutions and contributing more greenhouse emissions, this project seeks to explore coastal policy options that not only lower greenhouse gas emissions but ease the financial burden of health costs and energy bills on HUCs. One option is to install renewable energy (e.g., solar panels) and energy efficient A/C units for DHA. This would help to reduce the urban heat effect on this population sustainably, lower health burdens on individuals and the health system, and build resilience in the community.

<u>Uses Consistent, Best Available Climate Science and Guidance:</u> For the data development, identification of climate change effects on HUCs, and analysis of the equity implications of climate adaptation efforts, the City will rely on the best available science and guidance. Resources include but are not limited to the New Hampshire Coastal Flood Risk Summary: <u>Part I Science (2019)</u> and <u>Part II Guidance (2020)</u>, the <u>Center for Disease Control's Planning for an Emergency guidance (2015)</u>, green gentrification studies such as <u>Weaponizing vulnerability to climate change</u> and <u>Why green 'climate gentrification' threatens poor and vulnerable populations</u>, and <u>New Jersey's 2020 Whole-Community Coastal Climate Resilience Planning</u> training, the 2017 <u>Urban Sustainability Directors Network (USDN)</u> <u>Guide to Equitable, Community-Driven Climate Preparedness Planning</u>, the <u>Georgetown Climate Center's Equitable</u> <u>Adaptation Legal and Policy Toolkit</u>, and other relevant peer-reviewed resources. As an example, the project strives to embody the key characteristics of an equitable climate planning process (USDN, p. 24), including identifying inequities and engaging with communities most impacted.

<u>Prioritizes Equity and Justice of HUCs</u>: Planning and zoning policies have <u>historically omitted the input of HUCs</u> and the effects echo through <u>social justice dialogues</u> of today. In conversations about climate change, little input is intentionally gathered from groups that are most impacted and have the least adaptive capacity. Even more alarming is that our climate adaptation actions can negatively affect HUCs if remedies exacerbate existing environmental justice issues, rather than mitigate them. One example is the <u>Resilient Boston Harbor</u> plan, where a green infrastructure project is potentially contributing to residential and social displacement of HUCs. The overarching theme of this proposal is prioritization of equity and justice for HUCs <u>Protects Natural, Cultural and Historic Resources, and Public Access</u>: As noted in Rutgers University's <u>A Seat at the Table</u>, projects that engage diverse populations will promote and protect a wider set of cultural, natural, and historic resources because residents know what actions will be the most effective in their communities. Thinking across boundaries by involving stakeholders, as this project proposes, in social services, public health, natural resources, and planning will provide an inclusive, community-driven process that will benefit all residents.

Enables a Bold Approach and Encourages Action: This project will involve populations that have historically been excluded from city planning. Climate change can seem like a distant threat to communities struggling to meet basic daily needs. Using local voices and culturally relevant messaging can help connect environmental issues to understandable experiences and encourage participation. This project will use Dover's <u>Climate Adaptation Chapter</u> as a guiding document to encourage specific action regarding possible threats to HUCs such as water infrastructure, extreme heat, coastal flooding, extreme precipitation, and RSLR. Implementing this chapter's recommendations (developed under previous NHCP funding) is important to the City and some actions are already being taken. This project seeks to pinpoint how HUCs will unequally bear the load of climate change and will encourage the City to explore opportunities to tackle social vulnerability and inequities through these adaptation actions. Additionally, the project team will intentionally create space and time for those who participate to discuss any policies or actions they feel are important and how they would like the community to take action on to become more resilient—even if they don't directly relate to existing climate policies.

<u>Considers Full Suite of Actions and Effectiveness:</u> Engaging new audiences in discussions about climate adaptation will allow for more effective implementation of adaptation practices in Dover. This project will examine a suite of actions that mitigate flood risk and avoid unnecessary impacts to HUCs (as well as other residents). For successful climate and community resiliency, Dover must take appropriate actions to protect all resident populations, and make some difficult decisions regarding whether implementation of an action is warranted.

Adopts a Flexible Adaptation Approach and Enables Continuous Monitoring: Flexibility and monitoring will be incorporated in the policy analysis and implementation table in conjunction with community partners. The project's engagement efforts will be evaluated to enable improvement during and after this project, and the data development component of the project will build a baseline that can be revisited over time. Recommendations will include feasible metrics to support monitoring that incorporate community feedback on social vulnerability progress in the City's adaptation implementation efforts.

<u>Coordinates and Collaborates with Private, Local, State, and Federal Decision-Makers</u>: This project includes tasks that will be informed by the steering committee and collaborators at all levels. Effectiveness of this project depends on mutual collaboration with community partners and trust-building with HUCs. HUCs must feel that their participation is meaningful and worthwhile, and this project can ensure that by building on established relationships and using culturally relevant messaging. The Building Equity steering committee will be led by SRPC and will include City staff from the Planning Department and other partners (NH Sea Grant, UNH Extension, and at least one member of the NH Coastal Adaptation Workgroup (CAW)). Other community partners will include Dover Housing Authority, the Dover Public Welfare office, and various Dover boards, as necessary. The Project Team will update CAW members throughout this project, connecting to local, state, private, and academic partners.

<u>Considers the Possible Liability of Not Acting</u>: Environmental justice has a long, drawn-out <u>narrative</u> with historically marginalized populations. Examples include the Commission of Racial Justice's report on <u>toxic waste and race</u> in America and stories of environmental racism in Robert Bullard's book <u>Dumping in Dixie (2000)</u>. Recent studies have found the situation has only become worse and is seeping into <u>climate adaption efforts</u>. Without proactive, intentional change to climate adaptation policy and the inclusion of all perspectives and intersecting vulnerabilities of those most impacted, we are bound to repeat history. This study aims to change this pattern by ensuring that long-range vision and inclusion of all perspectives in Dover's climate decision-making are firmly grounded in science-based information. Dover will be encouraged to use sound planning principles to protect the safety, health, and welfare of HUCs from climate-related hazards.

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#### e) Project Personnel and Partners (20 points):

Kyle Pimental, Principal Regional Planner, SRPC (Project lead, project management, and reporting) Expertise: Dover's Climate Adaptation Master Plan, Coastal Risk in the Seacoast Vulnerability Assessment, Hazard Mitigation Plan Update, and Water Efficient Landscaping Regulations. Member of CAW, Coastal Risk and Hazards Commission, Science and Technical Advisory Panel Steering Committee, and the Seacoast Stormwater Coalition.

#### Alaina Rogers, Environmental Planner, SRPC (Project administration and reporting)

Expertise: Promoting Outdoor Play!, Durham Climate Adaptation Chapter planning, Newmarket Master Plan Water Resource Chapter, Dover Street Tree Plan, recycling and composting collaboration facilitation, data collection including traffic counts and sidewalks assessments.

#### Jackson Rand, GIS Planner, SRPC (Technical Lead - GIS)

Expertise: Data visualization for SRPC's transportation, land use, environmental planning, and economic development planning programs, technical assistance to communities through GIS mapping and spatial analysis, Promoting Outdoor Play!, Durham Trail mapping, Durham Groundwater Modeling, and Dover Street Tree Inventory.

Nancy O'Connor, Equity and Engagement Planner, SRPC (Project support - public participation and outreach) Expertise: Promoting Outdoor Play!, Tufts Health Plan Foundation Age-friendly Communities, MPO outreach coordination, Comprehensive Economic Development Strategy, creation of equitable practices at SRPC operations and over 10 years of experience in communications, outreach, and engagement.

**Steve Bird, City Planner** (Planning Department lead to coordinate public participation and outreach) Expertise: Leader in the region on Climate Adaptation and Resiliency Planning, was named Planner of the Year in 2014 by the NHPA. Member of CAW, NHPA, and other conservation and stewardship activities.

Erin Allgood, Principal Consultant / Social Change Strategist, Allgood Strategies LLC (Stakeholder engagement and partner collaboration and development of coastal policy options and evaluation process) Expertise: Consultant focusing on vision and strategy for sustainability and social impact. Serve as the Board President for 350NH Action, a climate justice organization, and a current Dover, NH Planning Board member. Extensive experience designing and facilitating stakeholder engagement processes for sustainability and/or equityfocused organizations, and an educational background in sustainability.

Amanda Stone, State Specialist, Natural Resource & Land Conservation, UNH Extension, and Lisa Wise, Climate Adaptation Program Manager, UNH Extension/NH Sea Grant (Outreach program development and execution) Expertise: Experience conducting multiple outreach programs on community climate adaptation and preparedness in 17 coastal zone communities and beyond. Recently collaborated with SRPC on the outreach portion of Dover's Climate Adaptation Master Plan and Durham's Coastal Remembrance Project. Currently working on Durham's CHAMP. Members of CAW and CAW Outreach. Will participate on steering committee and work on development and implementation of outreach/engagement strategies.

Additional Partners and Collaborators: The CAW co-chairs will play an active role in the process on the steering committee and will keep the CAW membership apprised of progress with periodic updates. Allan Krans (Dover Housing Authority) and Susan Gaston (Dover Public Welfare office), will support strategic and equitable engagement. Partners such as Mr. Krans and Ms. Gaston have already developed relationships with HUCs in Dover and will be key in effectively engaging them. This project will further these partners' interests by advancing equity and resilience of the Dover populations they serve in the face of climate change.

This proposal was developed through an iterative process between SRPC, Dover Planning Department staff, UNH Cooperative Extension, and community partners (Letters of Support in Appendix A).

f) Project Work Plan (30 points): Task 1: Data Development, February – July 2021

- A. Localized Vulnerable Communities Index (February June 2021): Using data from the NH Division of Public Health Services, the U.S. Census Bureau, and Environmental Protection Agency's (EPA) EJScreen, in conjunction with additional regional and local information, this project will develop a comprehensive social vulnerability index (SVI) for Dover to define vulnerable population variables on a local scale. The index will enable comparisons of social vulnerability in Dover to block groups in other areas of the SRPC region, rather than at the national scale. Based on a previous study that began looking at intersections of social vulnerability and projected coastal hazards in the Hampton-Seabrook Estuary (Kirshen et al. 2018), a range of factors contributing to social vulnerability to climate change will be mapped, such as: income, education, employment, age (including elderly), race, language isolation, disability status, and other relevant factors. This will be paired with information gathered from local partners (Task 2b) to create a vulnerability index specific to Dover's HUCs. Once complete, SRPC will use GIS resources to intersect the social vulnerability information with known climate impact data (such as SLR, known culvert issues, and urban heat effect) and create maps showing the intersection and priority focus areas.
- B. <u>SVI Assessment of Dover's Climate Adaptation Projects, Policies, and Outcomes (April July 2021)</u>; SRPC, with assistance from City staff, the steering committee, and other identified partners and collaborators, will draw on best available resources (such as the CDC's <u>Building Resilience Against Climate Effects</u> (BRACE) framework and Rutgers University's <u>A Seat at the Table</u>) to ensure HUC perspectives are included while conducting a comprehensive review of City documents to identify adaptation projects and policies and their expected outcomes. Identified adaptation measures and expected outcomes will be assessed to determine which climate impacts and associated vulnerabilities they are seeking to address, and then will be cross-referenced with social vulnerability information from the newly created index and maps to discover potential ramifications of these actions for HUCs in Dover.
- C. <u>Project Team Equity Training (February –</u> March 2021): SRPC and project partners will attend training on frontline community engagement, justice, equity, diversity, and inclusion. Possible avenues may include internal team training facilitated by social change strategist, Erin Allgood, or another training focused on best practices related to REDI (Racial Equity, Diversity, and Inclusion) topics.

# Task 2: Stakeholder Engagement and Partner Collaboration, March 2021 – June 2022

#### A. Form Steering Committee and Community Outreach Network (March 2021 - June 2022):

- a. Form the steering committee: tasks will include organizing meetings, providing general guidance throughout the process, communicating with partners and stakeholders, developing the Localized Vulnerable Communities Index, coordinating focus groups, and creating the final report and implementation table. To aid in transferability of this project, steering committee members will help develop a framework for other communities to use to evaluate their adaptations plans and projects for social vulnerability implications.
- b. Organize a <u>Community Outreach Network</u>: phases include defining, locating, and reaching at-risk groups. SRPC, with assistance from City staff, social change strategist Erin Allgood, and other identified partners, will organize an extensive outreach network featuring a cross-section of the Dover community and design strategies to encourage participation. We will work to engage leaders within certain populations in the community to serve as ambassadors for the project.
- c. Combining findings from the vulnerability index and literature review, the project team will hold discussions with the community outreach network to identify and locate HUCs (Task 1b), determine how information is best received, and consider ways to build trust and relationships. Extend the partner network throughout the project to guarantee accountability and to ensure that all partner goals are understood and integrated in the process. Investing in partnerships solidifies relationships and collaboration among local partners, empowers them to use this project past the end date, and supports long-term use of the information gained.
- d. SRPC and project partners will secure an additional community or grassroots organization to serve on both the steering committee and the outreach network.
- B. <u>Outreach and Engagement Campaign (July 2021 June 2022)</u>: Once an outreach network is established, SRPC and project partners will engage with HUCs throughout the City.

- a. Individuals and organizations who work with HUCs in Dover (e.g., Dover Housing Authority, Public Welfare, consultant Erin Allgood, and others) will devise engagement strategies. HUCs and partner organizations will be engaged through multiple methods (e.g., interviews, focus groups, neighborhood engagement, and other in-place meeting people where they are) approaches to discuss 1) climate impacts on HUCs; 2) potential impacts of the City's climate adaptation planning work on HUCs; and 3) opportunities to better engage HUCs in future adaptation decision-making. Emphasis on relationship-building to foster trust, strengthen partnerships, and bring new populations into the conversation.
- b. Using results of the engagement (Task 2B-a), the project team will identify 1-2 specific audiences to engage in more depth and pilot 1-2 creative outreach strategies (building off of the 2019 Project of Special Merit) to gather input on 1) local climate impacts and concerns, 2) adaptation policy options for the City, and 3) preferences for future engagement and communication about climate change, and then will work with key partners for planning and engagement. Additionally, the project team will intentionally create space and time for those who participate to discuss any policies or actions they feel are important and how they would like the community to take action on to become more resilient—even if they don't directly relate to existing climate policies.
- c. The project team will implement stipend-based participation practices, in addition to childcare, as an equitable engagement strategy, and will develop a summary of the input from 2B-a and 2B-b and share with the advisory committee, community partners, and HUC participants.

#### Task 3: Development of Coastal Policy Options and Evaluation Process, December 2021 – June 2022

- A. <u>Assess Suitable Interventions (December 2021 March 2022)</u>: Use results from the data development and stakeholder engagement process to identify the most important climate or resiliency policy interventions for impacts of greatest concern; prioritization of interventions may be based on immediacy, capacity building, cost, feasibility, and size. Project prioritization will be determined by the steering committee and community partners to ensure collaboration and feasibility and will heavily consider the most pressing resiliency policies and actions brought forth by HUC engagement strategies as discussed in Task 2B-b.Once prioritized, a separate deliverable will be prepared to expand upon suitable interventions and how they can and will be used to shape or reform policy at the local level (e.g. an addendum to the master plan, a new equity policy, city council resolution, etc.).
- B. <u>Create Implementation Table (March May 2022)</u>: SPRC will organize climate-related project and policy interventions into a matrix that will recommend necessary amendments to previous and future resiliency projects and policies to benefit all and promote equity. These interventions will be prioritized and include recommendations on how to implement them. Additionally, the implementation table will include recommendations on how the City's planning process for adaptation can be more inclusive of HUCs.
- C. Evaluation (May June 2022): Assess partners' and HUC participants' experiences in the project. Determine if they believe their contributions were worthwhile by capturing feedback on how they believe the process could be improved, what they appreciated, lessons learned, what they hope to accomplish with the information gathered, and if they have a better understanding of climate impacts in Dover. Evaluate the use of stipends as an equitable engagement strategy. Determine the replicability of the project process and deliverables for use in other local planning processes. Start by gauging interest from other local municipalities on the policy options and implementation table and develop guidance on the process.

Task 4: Project Reporting, June 2021 - June 2022

- A. <u>Semi-Annual Reporting (June 30, 2021 and December 31, 2021)</u>: Prepare and submit progress reports every six months.
- B. Final Deliverables and Report (June 30, 2022): Prepare and submit final deliverables and report.

#### Project deliverables and expected completion dates include:

• Local Vulnerable Community Index: A complete social vulnerability index, including climate impact intersection maps, specific to Dover and its HUCs

- Summary document for Dover of climate data, resources, and local plans (climate science, environmental justice case studies, local plans that impact HUCs) identifying adaptation measures and outcomes and cross-reference with HUCs and climate impacts
- Summary of stakeholder engagement strategies and input results
- Coastal Policy Options report on suitable interventions for decision-making policies
- Implementation Matrix: Options for coastal resilience policy and climate adaptation measures including high priority recommendations
- Suitable Policy Actions document explaining how project information can and will be used to help shape or reform resiliency-focused policy
- Evaluation: Based on feedback from partners, determine replicability of this study for other local entities as part of their resilience planning

#### g) Project Budget and Match (10 points)

<u>Budget</u>: The total project is budgeted at \$47,857 with a grant request of \$40,000 and \$7,857 of cash and in-kind match to be provided.

Task	Grant Funds	Match Funds	Total
Task 1: Data Development	\$8,016	\$1,541	\$9,557
Task 2: Stakeholder Engagement and Partner Collaboration	\$20,186	\$3,606	\$23,791
Task 3: Development of Coastal Policy Options and Evaluation Process	\$10,431	\$2,591	\$13,022
Task 4: Project Reporting	\$1,367	\$120	\$1,487
TOTAL	\$40,000	\$7,857	\$47,857

SRPC staff time is allocated as follows:

- Task 1: Data Development (120 hours)
  - o Localized Vulnerable Communities Index (52 hours)
  - o SVI Assessment of Dover's Climate Adaptation Projects, Policies, and Outcomes (48 hours)
  - o Project Team Equity Training (20 hours)
- Task 2: Stakeholder Engagement and Partner Collaboration (104 hours)
  - Form Steering Committee and Community Outreach Network (56 hours)
  - Outreach and Engagement Campaign (48 hours)
- Task 3: Development of Coastal Policy Options and Evaluation Process (199 hours)
  - Assess Suitable Interventions and Prepare Policy Actions Document (111 hours)
    - o Create Implementation Table (48 hours)
    - o Evaluation (40 hours)
- Task 4: Project Reporting (16 hours)
  - Semi-Annual Reporting (8 hours)
  - o Final Deliverables and Report (8 hours)

<u>Project Match</u>: A total of \$7,857 in project match has been budgeted based upon \$1,000 of in-kind staff time from personnel at UNH Extension/NH Sea Grant to be contributed toward their sub-contractual time toward Task 2, another \$2,500 in cash match to be contributed by the City of Dover, \$1,000 of cash match to be contributed by SRPC, and \$3,357 in in-kind support from steering committee and outreach participation (see other costs above). The cash match will be applied to SRPC salaries, indirect costs, travel, supplies, and other direct cost categories.

Attachment 1: Budget Detail

**APPENDIX A: Letters of Support** 

- Dover Conservation Commission
- Dover Housing Authority
- Dover Public Welfare

- Dover Planning Board
- New Hampshire Coastal Adaptation Workgroup
- UNH Extension/ NH Sea Grant
- Erin Allgood, Social Change Strategist & Coach

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APPENDIX B: SRPC Indirect Cost Rate

SRPC's Personnel Costs are budgeted at \$9,623 in grant funds and another \$1,282 in cash match for a total of \$10,905. These costs include time for both the principal planner, environmental planner, equity and engagement planner, and GIS Planner to dedicate a combined 372 hours to the overall project.

Fringe Costs are incorporated within SRPC's approved indirect rate (see indirect cost rate letter in Appendix B)

Travel Costs for SRPC staff are budgeted at \$122 in grant funds and \$16 in cash match for a total of \$138. These costs include 240 miles at the IRS reimbursement rate of \$0.575.

Supplies budgeted at \$873 for meeting materials, supplies, and other incidental meeting costs (\$770 grant funded, \$103 cash match).

Sub-Contractual Costs: A total of \$13,725 of grant funds and \$1,000 of in-kind match are budgeted as follows:

- UNH Extension/NH Sea Grant: A total of \$5,000 of grant funds allocated to Task 2A and B. This will be
  matched with \$1,000 of in-kind time. The grant funds budget covers salary and fringe for Amanda Stone (2.5
  days) and Lisa Wise (8.2 days).
- Erin Allgood, Social Strategist: A total of \$4,000 of grant funds allocated to Task 2A and B. The grant funds budget covers salary for Erin Allgood.
- Seacoast Accountability: A total of \$225 for grant accounting services provided by SRPC's financial consultant, Kathy Foster.
- Additional community or grassroots organization to participate on Steering Committee and Community Outreach Network: A total of \$2,500 of grant funds allocated to Task 2A. The grant funds budget covers sub-contracting for this organization.
- Project Specific Racial Equity Diversity, and Inclusion Training: A total of \$2,000 of grant funds allocated to Task 1C. The grant funds budget covers contractual training costs to be provided by Erin Allgood and/or another training provider.

Other Costs: A total of \$7,257 is budgeted as follows:

- In-kind contributions of time (128 hours at the volunteer rate of \$26.23) to be generated by city staff participation, the steering committee and individuals that participate in the outreach events (\$3,357).
- \$3,900 support procedural equity in community outreach and engagement efforts (\$3,900) of which \$3,442 will be grant funded and the balance provided from SRPC and City of Dover cash match.

Indirect costs are budgeted at 128% of the total personnel costs and are based upon SRPC's approved indirect cost rate. This equates to \$12,318 in grant funding and another \$1,641 in cash match.

ltem	Federal (NHCP)	Non-Federal	Match Type (C/K)	Total
Personnel	\$9,623	\$1,282	C	\$10,905
Fringe	\$0	\$0	NA	\$0
Equipment	\$0	\$0	NA	\$0
Travel	\$122	\$16	С	\$138
Supplies	\$770	\$103	C .	\$873
Sub-Contractual	\$13,725	\$1,000	ĸ	\$14,725
Construction	\$0	\$0	NA	\$0
Other	\$3,442	\$3,815	K	\$7,257
Indirect	\$12,318	\$1,641	C	\$13,959
Totals	\$40,000	\$7,857	C&K	\$47,857

Project Budget: