



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



March 31, 2015

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to amend an existing SOLE SOURCE agreement (PO# 1038022) with the Strafford Regional Planning Commission (VC# 155570) to provide technical planning assistance to member coastal communities, by extending the completion date to December 31, 2015 from June 30, 2015. In addition, Exhibit 'C' Special Provisions 17.1.2 has been amended to "comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate." No additional funding is involved in this time extension. The original agreement was approved by Governor and Council on June 4, 2014, Agenda Item 83. 100% Federal Funds.

EXPLANATION

This grant award is SOLE SOURCE because the Strafford Regional Planning Commission is the only entity that provides municipal planning services to its five member coastal communities. The original agreement awarded grant funds to Strafford Regional Planning Commission (SRPC) to provide technical planning assistance to its member coastal communities. As part of this grant, SRPC was tasked with working with the Town of Newmarket to provide technical assistance in preparing an update of the Master Plan Vision and Future Land Use Chapters, with a focus on identifying community vulnerabilities and establishing goals to achieve resiliency devised to protect coastal infrastructure and resources. The process is being developed collaboratively by SRPC and a designated Master Plan subcommittee under the direction of the Newmarket Planning Board.


Due to the current number of subdivision and site-plan applications at the Planning Board and their limited capacity, the Planning Department is behind schedule with the Master Plan Future Land Use Chapter. SRPC is requesting an amendment to the current contract for an extension to December 31, 2015 to allow staff to work with the Planning Board when they have more time and resources to devote to the Future Land Use Chapter. The SRPC views this project as an important step in completing the Master Plan.

We are requesting approval of this amendment to the agreement in order to provide SRPC additional time to complete the agreed upon scope of work. A six month time extension is requested to finish these tasks. To date SRPC has spent \$1,206.95 of the total agreement amount of \$12,500.

The attached grant agreement between DES and Strafford Regional Planning Commission will provide for the completion of these tasks.

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

We respectfully request your approval.


Thomas S. Burack
Commissioner

Agreement for Services with the Strafford Regional Planning Commission
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 10th of March, 2015 is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Strafford Regional Planning Commission, acting by and through its Executive Director, Cynthia Copeland (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 4, 2014, Agenda Item 83, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

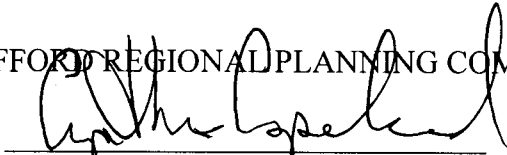
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.6 of the agreement shall be changed from June 30, 2015 to December 31, 2015.
 - (B) Exhibit 'C' Special Provisions shall be amended to include the following provision: Subparagraph 17.1.2 of the General Provisions shall be changed to read: "comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate; and"
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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

STRAFFORD REGIONAL PLANNING COMMISSION

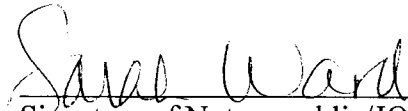
By


Cynthia Copeland, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 17th day of March, 2015, before the undersigned officer, personally appeared Cynthia Copeland, Executive Director who acknowledged herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Signature of Notary public/JOP

Sarah Ward
Print Name of Notary public/JOP

My Commission Expires: SARAH A. WARD, Notary Public
My Commission Expires January 28, 2020

SARAH A. WARD, Notary Public
My Commission Expires January 28, 2020

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

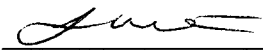
By


Thomas S. Burack, Commissioner

Approved by Attorney General this 16th day of April, 2015
as to form, substance & execution

OFFICE OF ATTORNEY GENERAL

By


Sr. Assistant Attorney General

CERTIFICATE

I, C. Thomas Crosby, of the Strafford Regional Planning Commission, do hereby certify that:

- (1) I am the duly elected Treasurer;
- (2) at the meeting held on August 3, 1999, the Strafford Regional Planning Commission voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Strafford Regional Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Cynthia Copeland

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Strafford Regional Planning Commission, this 17 day of March 2015.


Signature of Certifying Officer

C. THOMAS CROSBY JR

Printed name of Certifying Officer

STATE OF NEW HAMPSHIRE

County of Strafford

On this the 17th day of March, 2015, before me Sarah Ward the undersigned officer, personally appeared C. Thomas Crosby who acknowledged himself/herself to be the Treasurer of the Strafford Regional Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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


Signature of Notary Public

Sarah Ward

Printed name of Notary Public

Commission Expiration Date:
(Seal)

SARAH A. WARD, Notary Public
My Commission Expires January 28, 2020

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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply			
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2014	7/1/2015	Each Occurrence	\$ 1,000,000		
	Professional Liability (describe)			General Aggregate	\$ 2,000,000		
<input type="checkbox"/>	Claims Made			<input type="checkbox"/>	Occurrence	Fire Damage (Any one fire)	
						Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; vertical-align: middle;"></div> Any auto			Combined Single Limit (Each Accident) Aggregate			
	Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory <input type="checkbox"/> Each Accident <input type="checkbox"/> Disease – Each Employee <input type="checkbox"/> Disease – Policy Limit			
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)			

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

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 3/12/2015 tdenver@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Department of Environmental Services PO Box 95 Concord, NH 03302					

CERTIFICATE OF COVERAGE

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

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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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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	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 5px;">Any auto</div>			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease — Each Employee	\$2,000,000
			Disease — Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: Tammy Denver Date: 3/12/2015 tdenver@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Department of Environmental Services PO Box 95 Concord, NH 03301			

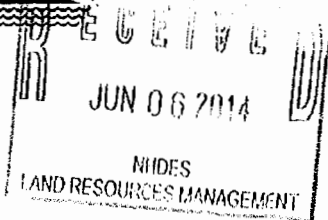


The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Dave Murphy



Thomas S. Burack, Commissioner



May 15, 2014

APPROVED G & C

DATE 6/4/14

ITEM # 83

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to award a **SOLE SOURCE** grant agreement to the Strafford Regional Planning Commission (VC #155570), Rochester, NH, in the amount of \$12,500 to provide planning technical assistance to member coastal communities, effective as of July 1, 2014 through June 30, 2015 upon approval of Governor and Council. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY15</u>
03-44-44-442010-3642-102-500731	\$12,500
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services	

EXPLANATION

This grant award is **SOLE SOURCE** because the Strafford Regional Planning Commission is the only entity that provides municipal planning services to its five member coastal communities. The New Hampshire Coastal Program (NHCP) annual program budget includes local technical planning assistance funds for the Natural Resources Outreach Coalition (NROC) and the two Regional Planning Agencies – Rockingham Planning Commission (RPC) and Strafford Regional Planning Commission (SRPC) – that serve communities located in the coastal zone. These funds were specifically targeted for technical assistance grants to support partnerships with NROC, RPC and SRPC on environmental issues of common concern where the planning agencies can broaden the NHCP's expertise and outreach to communities throughout the coastal region. The NHCP Technical Assistance grants have been part of the overall NOAA approved program and annual work plans for the past twenty years. NHCP staff meets annually with the directors and staff of the three organizations to develop program priorities and annual work programs for inclusion in the annual NHCP budget. All three agencies provide professional planning assistance to municipal planning boards and staff including master plan updates, zoning and subdivision ordinance revisions, open space plans, build-out analyses, GIS-based natural resource assessments, identification of natural resource protection priorities, and other services.

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council

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The purpose of this agreement is to support the SRPC in its provision of technical planning assistance to its member coastal communities. Grant funds will be used to 1) provide technical assistance to the Town of Newmarket in preparing an update of the Master Plan Vision and Future Land Use Chapters, with a focus on identifying community vulnerabilities and establishing goals to achieve resiliency devised to protect coastal infrastructure and resources; and 2) provide technical assistance to communities in the areas of land use planning and hazard mitigation planning in coordination with the Coastal Adaptation Workgroup (CAW), which coordinates the work of multiple agencies (such as New Hampshire Homeland Security and Emergency Management and Granite State Future) in educating and assisting communities to address these issues.

Total project costs are budgeted at \$25,000. DES will provide \$12,500 of the project costs through this federal grant. The SRPC will provide \$12,500 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.

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

We respectfully request your approval.


Thomas S. Burack, Commissioner

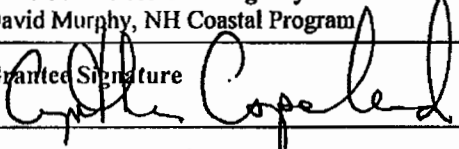
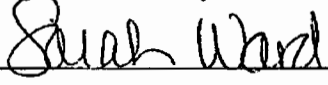

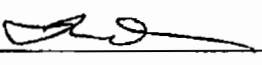
GRANT AGREEMENT

Subject: Local Planning Technical Assistance, Strafford Regional Planning Commission

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

GENERAL PROVISIONS

1. IDENTIFICATIONS AND DEFINITIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 Concord, NH 03302-0095	
1.3 Grantee Name Strafford Regional Planning Commission		1.4 Grantee Address 150 Wakefield Street, Suite 12 Rochester, NH 03867	
1.5 Effective Date July 1, 2014	1.6 Completion Date June 30, 2015	1.7 Audit Date N/A	1.8 Grant Limitation \$12,500.00
1.9 Grant Officer for State Agency David Murphy, NH Coastal Program		1.10 State Agency Telephone Number 603-559-0021	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Cynthia Copeland, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Strafford On <u>4/26/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Sarah Ward</u> SARAH A. WARD, Notary Public My Commission Expires Jan. 27, 2015			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Thomas S. Burack, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By:  Attorney, On: <u>5/21/2014</u>			
1.17 Approval by the Governor and Council By: _____ On: <u> / / </u>			

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").
3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.
4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**
- 4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").
- 4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5 Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. **RECORDS AND ACCOUNTS.**
- 7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. **PERSONNEL.**
- 8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1 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 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.
- 9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4 On and after the Effective Date 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, whichever shall first occur.
- 9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 failure to submit any report required hereunder; or
- 11.1.3 failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 failure to perform any of the other covenants and conditions of this Agreement.
- 11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and 11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or admissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the

benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. 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.

23. 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 relating hereto.

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Salaries & Wages	\$11,024.00	\$11,025.00	\$22,049.00
Employee Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$276.00	\$275.00	\$551.00
Supplies & Services	\$1,200.00	\$1,200.00	\$2,400.00
Equipment	\$0.00	\$0.00	\$0.00
Facilities and Administrative Costs			\$0.00
Subtotals	\$12,500.00	\$12,500.00	\$25,000.00
In-Kind Contribution			\$0.00
Total Project Cost			\$25,000.00

Exhibit A Scope of Services

The Strafford Regional Planning Commission (SRPC) will perform the following tasks as described in the detailed proposal titled *Regional Planning Assistance to Coastal Communities*, which was submitted by SRPC and dated January 23, 2014:

1. Activity 1: Update the Town of Newmarket's Master Plan Chapters. The Strafford Regional Planning Commission (SRPC) will provide technical assistance to the Town of Newmarket in preparing an update of the Master Plan Vision and Future Land Use Chapters, which will include a climate adaptation and sea level rise focus. The process will be prepared collaboratively by SRPC and a designated Master Plan subcommittee under the direction of the Newmarket Planning Board. In order to promote community involvement, SRPC and the subcommittee will utilize digital data collection and response technologies to emphasize public participation through interactive engagement. During the development of these chapters, SRPC will offer the opportunity to generate different development scenarios and build-out analyses using CommunityViz planning software. SRPC will assist in identifying community vulnerabilities and establishing goals to achieve resiliency devised to protect coastal infrastructure and resources. SRPC will build off the updated existing land use chapter prepared under last year's grant that showcased Newmarket's commitment to smart growth and sustainability. By incorporating updated land use information and planning techniques to better represent current conditions, the future land use section will offer insight on how to best manage development for a more sustainable and successful future. During the update to the existing land use chapter, Newmarket reviewed current climate change and sea level rise data, which will be used to provide a climate adaptation and sea level rise focus.
2. Activity 4: SRPC Staff Participation in the Coastal Adaptation Workgroup (CAW) and other local watershed committees. The Coastal Adaptation Workgroup plays a central role in the SRPC region in coordinating efforts to assist communities to respond to climate change risk. Both through the development of CAW sponsored projects as well as through the coordination of efforts of other partners such as New Hampshire Homeland Security and Emergency Management and Granite State Future, CAW coordinates the work of multiple agencies in educating and assisting communities to address these issues. The SRPC's role as one of the CAW partners is important for its success, especially with respect to the delivery of technical assistance to communities in the areas of land use planning and hazard mitigation planning. SRPC staff will provide support to CAW and other groups, and will document the assistance provided. Deliverable: Final Report summarizing this activity.
3. Outreach: SRPC shall work with the New Hampshire Coastal Program (NHCP) Outreach Coordinator to develop at least one outreach product describing various components of the project. Examples of outreach products include press releases, newsletter articles, website updates and links to new website content distributed through social media channels. All outreach materials shall include the NOAA, NHCP and DES logos. All press releases and articles shall state that "The project was funded by NOAA'S Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services and the New Hampshire Coastal Program."

4. Progress Report: SRPC shall prepare a semi-annual progress report that summarizes work completed for items 1 through 3 above during the period July 1, 2014 through December 31, 2014. The report shall be due no later than January 8, 2015.
5. Final Report: SRPC shall prepare and submit a final report that summarizes all activity in items 1 through 3 above at the close of the project. One print copy and an electronic version, preferably in .pdf format, shall be submitted. The final report shall summarize the project and shall include a financial summary of project costs. A funding credit statement identical to the quotation in 3 above shall appear on all final work products intended for public distribution. Logos of sponsoring agencies (NHDES, NHCP & NOAA) shall also appear on publications and reports. The final report shall be due no later than July 8, 2015.

Exhibit B
Method of Payment and Contract Price

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

Reimbursement requests for program costs shall be made by the Grantee using a payment request form as supplied by the State, which shall be completed and signed by the Grantee. 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. Pre-agreement costs may be reimbursed or counted as matching funds as long as those costs were incurred within the effective period of the federal grant and after State approval of the project. The Grantee must request prior written approval from the State to incur pre-agreement costs. Payments shall be made to the Grantee no more frequently than monthly.

The total reimbursement shall not exceed the grant award of \$12,500. Matching funds provided by the Grantee shall total at least \$12,500 of non-federal cash and in-kind services.

Exhibit C
Special Provisions

I. Subparagraph 1.7 of the General Provisions, Audit Date, shall not apply to this Agreement.

II. This Agreement is funded under a grant to the NHDES from NOAA, Award # NA14NOS4190067, with the source of funds identified under CFDA #11.419. The Federal Grant Provisions (Standard, General, Special and/or Administrative Conditions) which are applicable to this Agreement are on file at NHDES, and are incorporated herein by reference to the same extent as if provided in full text. There are no other obligations or encumbrances on the project other than those specified herein.

CERTIFICATE

I, C. Thomas Crosby, of the Strafford Regional Planning Commission, do hereby certify that:

- (1) I am the duly elected Treasurer;
- (2) at the meeting held on August 3, 1999, the Strafford Regional Planning Commission voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Strafford Regional Planning Commission further authorized the Executive Director to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Cynthia Copeland

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Strafford Regional Planning Commission, this 25th day of April, 2014.

C. Thomas Crosby

Name, Title (signature above)

STATE OF NEW HAMPSHIRE

County of Strafford

On this the 25th day of April, 2014, before me Sarah Ward the undersigned officer, personally appeared C. Thomas Crosby who acknowledged himself to be the Treasurer of the Strafford Regional Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Sarah Ward

Name, Notary Public

Commission Expiration Date:
(Seal)

SARAH A. WARD, Notary Public
My Commission Expires Jan. 27, 2015

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Stratford Regional Planning Member Number: 179-070190 - 14		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC PO Box 2008, Concord, NH 03302-2008	
Coverage (Occurrence basis only)	Effective Date (month/day/yr)	Expiration Date (month/day/yr)	Limits (Sublimits applicable, if statutory limit)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products - Comp/Op Agg \$
			Fire Damage (each fire) \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: Proof of Coverage			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>		
Certificate Holder: State of New Hampshire Department of Environmental Services 6 Hazen Drive PO Box 95 Concord NH 03302-0095	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>6/19/2013</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332

*Terms in quotes are defined in the Member Agreement.

CSC
4/23/14



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: Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867		Member Number: 562	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (MM/YY/YY)	Expiration Date (MM/YY/YY)	Limits, Deductibles, Co-payments, etc.
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			<div style="display: flex; justify-content: space-between;"> Each Occurrence \$ </div> <div style="display: flex; justify-content: space-between;"> General Aggregate \$ </div> <div style="display: flex; justify-content: space-between;"> Fire Damage (Any one fire) \$ </div> <div style="display: flex; justify-content: space-between;"> Med Exp (Any one person) \$ </div>
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<div style="display: flex; justify-content: space-between;"> Combined Single Limit (Each Accident) </div> <div style="display: flex; justify-content: space-between;"> Aggregate </div>
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2014	1/1/2015	<div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Statutory </div> <div style="display: flex; justify-content: space-between;"> Each Accident \$2,000,000 </div> <div style="display: flex; justify-content: space-between;"> Disease - Each Employee \$2,000,000 </div> <div style="display: flex; justify-content: space-between;"> Disease - Policy Limit \$ </div>
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			<div style="display: flex; justify-content: space-between;"> Blanket Limit, Replacement Cost (unless otherwise stated) </div>

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <u>Tammy Dwyer</u> Date: <u>4/23/2014</u> <u>tdwyer@nhprimex.org</u> Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Environmental Services 6 Hazen Drive, PO Box 95 Concord, NH 03302-0095			

CJC
4/25/14