



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



December 5, 2013

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

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a **sole source** agreement (PO# 1025349) with Southwest Region Planning Commission (VC# 155492), to complete the *Upgrade of Community Hazard Mitigation Plans* project by changing the Scope of Services to reflect revisions to Tasks, effective upon Governor and Council approval through September 18, 2014. The original agreement was approved by Governor and Council on August 22, 2012, Item #59. 100% Other (Interagency Federal Pass-Thru) Funds.

EXPLANATION

In 2011, DES received three pre-disaster hazard mitigation grants from the Department of Safety to fulfill goals relative to flood hazards assessment and mitigation. One component of these grants was to award a total of \$251,020 to five regional planning commissions for the updates of community hazard mitigation plans, through **sole source** agreements. As part of these agreements, each RPC provides outreach with town officials regarding fluvial geomorphology assessment data that is being collected under separate contracts for inclusion in the hazard mitigation plan updates.

The core component of the agreement with SWRPC is the performance of hazard mitigation updates. When the original contract was assembled, SWRPC did not budget sufficient funds for the portion of their work tasks in which they perform the hazard mitigation updates. This contract is being amended to revise and eliminate tasks involving attendance at meetings with groups peripheral to towns within the SWRPC region, and to reallocate unexpended funds from previously completed tasks. This will allow these funds to be utilized for the hazard mitigation plan updates that are the core component of this project. To date, \$9,614 of the original \$23,940 agreement has been spent.

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 Southwest Region Planning Commission
Amendment No. 1**

This Agreement (hereinafter called the "Amendment") dated this 7th day of November, 2013, 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 Southwest Region Planning Commission, acting by and through its Executive Director, Tim Murphy (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on August 22, 2012, 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 Scope of Services as set forth in Exhibit A shall be amended as follows:

All existing wording inclusive within Objective 7, Objective 8, Objective 9 and Objective 10 shall be replaced with the following:

Objective 7 – By September 18, 2014, work with community officials in Frankestown, Greenfield, Greenville, New Ipswich and Temple to present the final fluvial erosion hazard information.

Measurement of success: Presentation of final FEH zone information to each of the listed communities.

Task 12 – With the final FEH zones provided to SWRPC by DES, produce draft maps suitable for printing for display purposes to town officials in Frankestown, Greenfield, Greenville, New Ipswich and Temple.

Task 13 – Present at one meeting each in Frankestown, Greenfield, Greenville, New Ipswich and Temple to elected officials and present the FEH zone maps. Also, results of the bridge and culvert assessments that have been conducted for the assessed rivers should be presented, and those crossings which could benefit from future rehabilitation or replacement to reduce future hazards will be presented.

Objective 8 – By September 18, 2014, work with community officials in Frankestown, Greenfield, Greenville, New Ipswich and Temple to perform hazard mitigation plan updates,

Contractor Initials TM
Date 11-19-13

incorporating the information collected as part of the FEH assessments, and working with community officials in the hazard mitigation options available to them by using the FEH data. Measurement of success: Presentation of the available options with FEH data to each of the listed communities.

Task 14 – Perform updates of the hazard mitigation plans in the communities of Frankestown, Greenville, and New Ipswich, ensuring that information on Fluvial Erosion Hazards, including the zones delineated as a result of this study, are incorporated.

Task 15 – Provide information to community officials in Greenfield and Temple on the options available to them on the use of FEH zones as a public safety tool to reduce continued public safety threats within delineated FEH zones.

Objective 9 – Through September 18, 2014, provide to DES quarterly match summaries.

Task 16 – Quarterly through the course of the project, SWRPC will provide updated summaries on the total amount of matching funds through SWRPC and community contribution that have been expended to date to DES. Submitted summaries shall include a statement indicating the total amount of match expended, copies of sign-in sheets for meetings that are held, and total matching funds available through the in-kind services of community officials working on hazard mitigation plan updates.

(B) The Contract Price and Method of payment as set forth in Exhibit B shall be amended as follows to reflect the revision of the Scope of Services, as set forth in Exhibit A:

Original Task #	Revised Task #	Original Amount	Adjusted Amount	Revised Amount
1	1	\$1,080	\$0	\$1,080
2	2	\$420	(\$210)	\$210
3 – 4	3 – 4	\$1,980	\$0	\$1,980
5	5	\$420	(\$210)	\$210
6 – 9	6 – 9	\$4,140	\$0	\$4,140
10 – 11	10 – 11	\$480	\$0	\$480
12	–	\$840	(\$840)	\$0
13 – 14	12 – 13	\$4,440	\$0	\$4,440
15 – 17	14 – 16	\$10,140	\$1,260	\$11,400
Totals:		\$23,940	\$0	\$23,940

- 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.

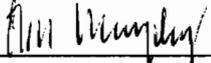
Contractor Initials hm
Date 11-19-13

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.

Contractor Initials
Date 11-19-13

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

Southwest Region Planning Commission

By 
Tim Murphy, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF Cheshire

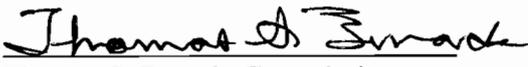
On this the 19 day of November, 2013, before the undersigned officer, personally appeared Tim Murphy, Executive Director who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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


Rebecca I. Baldwin, Notary

My Commission Expires: September 18, 2018

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Thomas S. Burack, Commissioner

Approved by Attorney General this 13 day of December, 2013

OFFICE OF ATTORNEY GENERAL

By 

Contractor Initials TM
Date 11-19-13

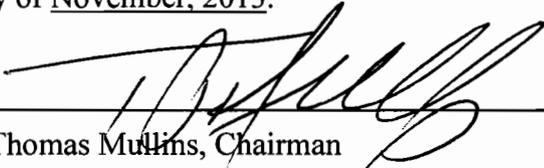
CERTIFICATE of AUTHORITY

I, Thomas Mullins, Chairman of the Southwest Region Planning Commission, do hereby certify that:

- (1) I am the duly elected Chairman;
- (2) at the meeting held on November 19, 2013, the Southwest Region Planning Commission voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Southwest Region 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:

Tim Murphy

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice-Chairman of the Southwest Region Planning Commission, this 19th day of November, 2013.



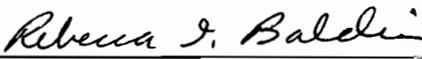
Thomas Mullins, Chairman

STATE OF NEW HAMPSHIRE

County of Cheshire

On this the 19th day of November, 2013, before me Rebecca I. Baldwin the undersigned officer, personally appeared Thomas Mullins who acknowledged him/herself to be the Chairman of the Southwest Region 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.



Rebecca I. Baldwin, Notary Public

Commission Expiration Date: September 18, 2018
(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/26/2013

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: Jane D. Hill PHONE (A/C. No. Ext): 603-352-2121 E-MAIL ADDRESS: csr24@clark-mortenson.com	FAX (A/C. No): 603-357-8491
	INSURER(S) AFFORDING COVERAGE	
INSURED SOUTHWEST Southwest Region Planning Commission 20 Central Square 2nd Floor Keene NH 03431	INSURER A : Peerless Insurance Company	NAIC # 0
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 461389056** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			BOP9242709	7/1/2013	7/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is listed as Additional Insured

CERTIFICATE HOLDER NH Dept. of Environmental Services Attn: Shane Csiki PO Box 95 Concord NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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.

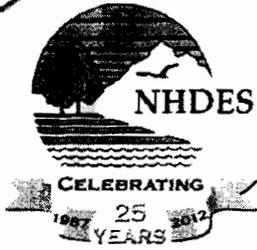
Participating Member: Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	Member Number: 566	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type 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) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence \$
			General Aggregate \$
			Fire Damage (Any one fire) \$
			Med Exp (Any one person) \$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2013 1/1/2014	1/1/2014 1/1/2015	<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: <i>Tammy Denver</i>
			Date: 11/25/2013 tdenver@nhprimex.org
New Hampshire Department of Environmental Services ATTN: Shane Csiki P.O. Box 95 Concord, NH 03302			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment A: Copy of original approved agreement



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

*Celebrating 25 Years of Protecting
New Hampshire's Environment*

Shane Calki



July 26, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 8/22/2012

ITEM # 59

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into **sole source** agreements with the five entities identified below, in the amount of \$251,020 to engage in outreach activities to communities in support of the the Fluvial Erosion Hazard program, effective upon Governor and Council approval through September 18, 2014. 100% Other (Interagency Federal Pass-Thru) Funds.

Vendor	Location	Vendor #	Amount
Upper Valley Lake Sunapee Regional Planning Commission	Lebanon, NH	154385	\$64,025
Southwest Region Planning Commission	Keene, NH	155492	\$23,940
Central New Hampshire Planning Commission	Concord, NH	154613	\$40,625
Southern New Hampshire Planning Commission	Manchester, NH	154521	\$41,580
Nashua Regional Planning Commission	Merrimack, NH	154661	\$80,850

Funding is available in account as follows:

03-44-44-440010-1841-073-500580 FY 2013
\$251,020

Dept Environmental Services, PDM Hazard Mitigation, Grants – Non-Federal

EXPLANATION

The purpose of this **sole source** request is to provide funding to the regional planning commissions listed above, which support communities in development and maintenance of their hazard mitigation plans, to provide assistance in fulfilling two goals: (1) providing support to the communities in outreach and in the coordination of meetings for officials and the public regarding the fluvial geomorphic assessments in the Piscataquog, Soucook, Souhegan, Sugar and Turkey River watersheds; and (2) completing updates of hazard mitigation plans within communities located in these watersheds, which will include incorporation of the fluvial erosion hazard data into the mitigation plan updates. Regional planning commissions normally provide the service to their member communities of updating hazard mitigation plans, and are thus

uniquely qualified to incorporate fluvial erosion hazard data into these plans. In other fluvial erosion hazard projects to date, the regional planning commissions have also provided an education and outreach role similar to that which will be provided in these agreements, as they best understand the needs of each community and have the greatest effectiveness in supporting towns in hazard mitigation planning.

One of the components of the successful implementation of fluvial erosion hazards (FEH) information for protection of public safety in New Hampshire is strong outreach and support to members of the communities and public officials within those towns where river geomorphic assessments are being conducted for the purpose of identifying FEH zones. Fluvial erosion hazard assessments will be conducted throughout the watersheds identified herein beginning later in 2012 and continuing in 2013. The resulting maps of FEH zones are intended for use by these communities as a hazard mitigation tool to achieve reductions in the future costs to life, property, and infrastructure from continued flood and erosion damage.

DES sent a list of tasks to each of the regional planning commissions. Proposed rates have been submitted, and DES has worked with the commissions to develop fair and reasonable rates and terms for each contract. The number of river miles, the number of communities in which assessments will be conducted, and the level of support needed for each community is different for the two commissions. Consequently, each agreement has an associated cost value commensurate with the requirements of a particular commission to fulfill the tasks associated with this program.

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

We respectfully request your approval.


Thomas S. Burack, Commissioner

Subject: Upgrade of Community Hazard Mitigation Plans FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03301	
1.3 Contractor Name Southwest Region Planning Commission		1.4 Contractor Address 20 Central Square, 2nd Flood, Keene, NH 03431	
1.5 Contractor Phone Number (603) 357-0557	1.6 Account Number 03-44-44-440010-1841-073	1.7 Completion Date 09/18/2014	1.8 Price Limitation \$23,940.00
1.9 Contracting Officer for State Agency Shane Csiki, Environmentalist IV		1.10 State Agency Telephone Number (603) 271-2876	
1.11 Contractor Signature <i>Tim Murphy</i>		1.12 Name and Title of Contractor Signatory Tim Murphy, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>July 17, 2012</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 <i>Rebecca I. Baldwin</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Rebecca I. Baldwin, Notary My Commission Expires on September 17, 2013			
1.14 State Agency Signature <i>Thomas S. Burack</i>		1.15 Name and Title of State Agency Signatory THOMAS S. BURACK COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>8-6-12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

Contractor Initials tm
Date 7-17-12

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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 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 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. 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 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.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

EXHIBIT A
SCOPE OF SERVICES

The Southwest Regional Planning Commission (SWRPC) shall perform the following tasks in support of the Piscataquog and Souhegan Hazard Mitigation and Fluvial Erosion Hazard Planning Projects, as described and provided in a cost proposal provided to DES on October 20, 2010:

Objective 1: By September 30, 2013, shadow New Hampshire Geological Survey (NHGS) staff for one day in the field while a fluvial geomorphology assessment is underway to gain a greater understanding of how these Fluvial Erosion Hazard (FEH) assessments are conducted.

Measurement of success: Completion of one day field assessment shadowing by a member of the SWRPC staff.

Task 1: One staff member at SWRPC to attend field shadow exercise. This exercise shall preferably be held in the Piscataquog or Souhegan River watersheds, though the Suncook River watershed may be substituted.

Objective 2: By September 30, 2013, a representative from SWRPC shall attend a watershed meeting with the river local advisory committee for the Piscataquog River and Souhegan River, fluvial erosion hazard program coordinator (or his designee) to discuss the assessments and how this information can be used.

Measurement of success: Attendance at one meeting each with Piscataquog and Souhegan River local advisory committees.

Task 2: Attendance by an SWRPC representative at each meeting with the Piscataquog River local advisory committee and the Souhegan River local advisory committee.

Objective 3: By September 30, 2013, conduct an outreach meeting with elected officials in each community for which assessments are being conducted to explain the concept of fluvial erosion hazards to town officials, to inform them of the upcoming assessment, and how the information will be utilized in hazard mitigation planning.

Measurement of success: A meeting conducted in each community in which assessments will be conducted that describe the FEH assessments and their use in community hazard mitigation plans.

Task 3: Prepare presentation and meeting content, which shall be coordinated with the fluvial erosion hazard program coordinator at DES. The content of such presentation must include information on how communities can utilize fluvial erosion hazard information in the development and revision of hazard mitigation plans and floodplain management.

Task 4: Meet with officials individually in the communities of Francestown, Greenfield, Greenville, New Ipswich and Temple to discuss the items under Task 3.

Objective 4: By March 31, 2013, attend one watershed-wide public meeting each for the Piscataquog and Souhegan River watersheds prior to the beginning of the assessments where members of the communities in a watershed and the local advisory committees can meet the contractor(s) who will be conducting the assessments in a particular watershed.

Measurement of success: Attendance at one watershed meeting each in the Piscataquog and Souhegan River watersheds.

Task 5: One representative from SWRPC shall attend the meeting in the Piscataquog River watershed and Souhegan River watershed.

Objective 5: By September 30, 2013, send a letter to property owners abutting the rivers selected for study within the communities of Francestown, Greenfield, Greenville, New Ipswich and Temple notifying them of the upcoming assessments.

Measurement of success: Notification letter sent to landowners adjacent to the rivers selected for study.

Task 6: Coordinate the wording of the letter with DES.

Task 7: Obtain parcel riverfront landowner name and address information manually from current tax assessor records on file in the appropriate communities, and input this data to a database for the creation of mailing labels for those communities for which that data does not reside in-house at SWRPC.

Task 8: Collate mailing and send the information letter to landowners.

Task 9: Provide a list of addresses to which the letter has been mailed to DES.

Objective 6: By September 30, 2013, SWRPC will provide a fact sheet on FEH to town officials in the communities of Francestown, Greenfield, Greenville, New Ipswich and Temple which will be provided to SWRPC by DES.

Measurement of success: Provision of an FEH fact sheet to town officials in each community within the watershed.

Task 10: Photocopy the fact sheet.

Task 11: Mail the fact sheet to town officials in each of the towns within the watershed.

Objective 7: By September 18, 2014, in collaboration with Central New Hampshire Planning Commission, Southern New Hampshire Planning Commission and Nashua Regional Planning Commission, attend one meeting each with the Piscataquog River local advisory committee and Souhegan River local advisory committee after the assessment is completed.

Measurement of success: Attendance at one meeting each with the Piscataquog and Souhegan River local advisory committees after the FEH assessments are completed.

Task 12: Attend one meeting each with the Piscataquog River local advisory committee and Souhegan River local advisory committee to ask for local advisory committee support in their communities for floodplain management goals while the FEH information is presented.

Objective 8: By September 18, 2014, work with community officials in Francestown, Greenfield, Greenville, New Ipswich and Temple to present the final fluvial erosion hazard information.

Measurement of success: Presentation of final FEH zone information to each of the listed communities.

Task 13: With the final FEH zones provided to SWRPC by DES, produce draft maps suitable for printing for display purposes to town officials in Francestown, Greenfield, Greenville, New Ipswich and Temple.

Task 14: Present at one meeting each in Francestown, Greenfield, Greenville, New Ipswich and Temple to elected officials and present the FEH zone maps. Also, results of the bridge and culvert assessments that have been conducted for the assessed rivers should be presented, and those crossings which could benefit from future rehabilitation or replacement to reduce future hazards will be presented.

Objective 9: By September 18, 2014, work with community officials in Francestown, Greenfield, Greenville, New Ipswich and Temple to perform hazard mitigation plan updates, incorporating the information collected as part of the FEH assessments, and working with community officials in the hazard mitigation options available to them by using the FEH data.

Measurement of success: Presentation of the available options with FEH data to each of the listed communities.

Task 15: Perform updates of the hazard mitigation plans in the communities of Francestown, Greenville, and New Ipswich, ensuring that information on Fluvial Erosion Hazards, including the zones delineated as a result of this study, are incorporated.

Task 16: Provide information to community officials in Greenfield and Temple on the options available to them on the use of FEH zones as a public safety tool to reduce continued public safety threats within delineated FEH zones.

Objective 10: Through September 18, 2014, provide to DES quarterly match summaries.

Task 17: Quarterly through the course of the project, SWRPC will provide updated summaries on the total amount of matching funds through SWRPC and community contribution that have been expended to date to DES. Submitted summaries shall include a statement indicating the total amount of match expended, copies of sign-in sheets for meetings that are held, and total matching funds available through the in-kind services of community officials working on hazard mitigation plan updates.

**EXHIBIT B
CONTRACT PRICE AND METHOD OF PAYMENT**

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated invoice. Documentation shall be provided with each payment request. The contract price is limited to \$23,940.00. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A:

Upon submittal and DES approval of Task 1	\$1,080.00
Upon submittal and DES approval of Task 2	\$420.00
Upon submittal and DES approval of Tasks 3 – 4	\$1,980.00
Upon submittal and DES approval of Task 5	\$420.00
Upon submittal and DES approval of Tasks 6 – 9	\$4,140.00
Upon submittal and DES approval of Tasks 10 – 11	\$480.00
Upon submittal and DES approval of Task 12	\$840.00
Upon submittal and DES approval of Tasks 13 – 14	\$4,440.00

Reimbursement requests for costs associated with Tasks 15 through 17 shall be made by SWRPC to DES. The payment request shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimburseable costs include invoices for staff time and supplies associated with the completion of Tasks 15 and 16. Payments shall be made to SWRPC no more frequently than monthly.

The total reimbursement for Tasks 15 through 17 will not exceed \$10,140.00.

**EXHIBIT C
SPECIAL PROVISIONS**

Paragraph 14.1 of the General Provisions is amended as follows:

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury or death, in amounts of not less than \$1,000,000 per occurrence; and

14.1.2 automobile liability insurance against all claims in amounts of not less than \$1,000,000 per occurrence.

Certificate of Authority:
Southwest Region Planning Commission

I, Richard Berry, Vice-Chairman of Southwest Region Planning Commission do
Printed Name of Certifying Officer Title Name of Company
hereby certify that Tim Murphy is authorized to execute any documents
Printed Name of Person authorized to sign
which may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I hereunto set my hand as the Vice-Chairman, of
Office/Position of Certifying Officer
Southwest Region Planning Commission, this 17th day of July, 2012.
Name of Company Date Month Year



Signature of Certifying Officer

Notarization

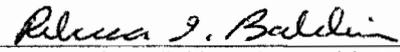
State of New Hampshire, County of Cheshire. On July 17, 2012,
Date

before me, Rebecca I. Baldwin, the undersigned officer,
Name of Notary or Justice of the Peace

personally appeared Richard Berry who acknowledged him/herself to be
Printed name of Certifying Officer

Vice-Chairman of Southwest Region Planning Commission, and that she/he, being
Office/Position Name of Company
authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public or Justice of the Peace

(affix seal)

Commission Expires: September 17, 2013



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: Southwest Region Planning Commission 20 Central Square, 2nd Floor Keene, NH 03431		Member Number: 566	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2012	1/1/2013	<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
NH Dept of Environmental Services PO Box 95 Concord, NH 03302			By: <i>Tammy Damer</i>
			Date: 7/18/2012 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

