

MEETING NOTICE AND AGENDA
EXECUTIVE COMMITTEE
Wednesday, November 30, 2016
6:00PM
RPC Conference Room
156 Water St., Exeter, NH

NOTE: A Bylaws Review Committee meeting will take place prior to this meeting, at 4:30PM

- 7:00 I. Approval of Minutes from October 26, 2016 **MOTION TO APPROVE** [Attachment 1]
- 7:05 II. FY 2016 Draft Financial Audit Presentation – *Sheryl Stephens Burke, CPA, MST, Melanson Heath* **[MOTION TO RECOMMEND]** [to be distributed]
- 7:35 III. Financial Report - Financial Report for October FY2017 [Attachment 2]
- 7:45 IV. Contract Approvals:
A. NHDES – NH Coastal Program -High Water Mark Display Project (NOAA Funding) **MOTION TO APPROVE** [Attachment 3]
B. CART Special Services Contract – Information Only
- 7:50 V. Raymond Membership Update
- 7:55 VI. Legislative Forum – Review of event: what was good and bad; what needs improvement? – *Barbara Kravitz*
- 8:05 VII. Strategic Planning Next Steps: Recap/outcomes of Staff meeting discussion on scoping new service(s) – *Don Marshall, Phil Wilson, Cliff Sinnott*
- 8:20 VIII. Other Business
A. December (MPO) / Commission meeting
B. Bylaw Committee Update
D. Project Updates
C. Other
- IX. Public Comment
- X. Adjourn

ATTACHMENT 1

MINUTES
Executive Committee

Rockingham Planning Commission
October 26, 2016
RPC Conference Room, Exeter NH

Committee Members Present: P.Wilson (Chairman); M. Turell (Treasurer); B. Kravitz (Vice Chair); R. McDermott, K.Woolhouse, J.Whitney, P.Merrill, D. Marshall, F. Chase, T. Moore (Members at Large); G. Coppelman (Past Chair)

Staff Present: C. Sinnott (Executive Director); A. Pettengill (Business Manager)

Chairman Wilson convened the meeting at 6 p.m.

I. Minutes of August 31, 2016

*Moore moved to approve the Minutes of August 31, 2016 as presented; McDermott seconded. **SO VOTED.** 4 abstentions*

II. Financial Report

September: Sinnott noted September was a lean month for income and included 3 payrolls so year to date expenses are showing slightly ahead of income at this point.

FY 16 Financial Audit Progress: Sinnott stated that auditors Melanson & Heath recently spent several days beginning the audit and its possible it will be ready for review in November. He also noted that the NH Retirement system performed an Employer Compliance Audit and all was well except for contributions not made while two employees were on short term disability (third party sick pay). The decision to suspend contributions during that time was made only after consulting NHRS staff. They have acknowledged providing incorrect advice and are providing a letter to this affect for our files.

III. Contract Amendment: Time Only Extension: Hazard Mitigation Planning So. Hampton & Rye

Sinnott referred to Attachment 3 to extend the current So. Hampton/Rye Hazard Mitigation Planning contract end date to Sept. 30, 2017. This is by request of NH Dept of Safety, Homeland Security, in an effort to facilitate FEMA's requirements that all town, state and federal approvals be completed prior to end of grant. This was not required in past contracts, only that drafts had been reviewed by HSEM.

*Coppelman moved to authorize the Executive Director to enter into the amended contract with NHHSEM; McDermott seconded. **SO VOTED.***

IV. Raymond Membership Update

Sinnott informed the Committee that there has been some delay in Raymond joining the RPC because Southern NH Planning Commission has raised questions about having provided some services (primarily MPO related) even though the Town was not contributing dues. They wrote a letter to the Governor stating their displeasure over that issue. The NH Office of Energy & Planning Director has been attempting to mediate between the town and SNHPC. Per OEP request, Sinnott sent a memo to OEP to be shred with the Governor's office providing some background about changing RPC boundaries in New Hampshire and past norms of how that occurs. Discussion followed.

V. Legislative Forum

Kravitz reviewed the agenda and setup for the event and asked for comments. It was noted that invitations have gone out. Discussion followed regarding the speakers. There was consensus agreed with the Agenda and suggested format. Kravitz noted that Senator Stiles and Senator Feltes both met with the Legislative Policy Committee and will attend the Forum. Senator Feltes was heavily involved with the REGGI legislation and the legislature may be revisiting it soon. Senator Feltes offered to keep the Committee informed about any new related legislation. He also noted that he found Sinnott's white paper on the ADU very informational. Kravitz noted that she would like to recognize Senator Nancy Stiles after the Forum since she is leaving the legislature. Discussion followed regarding time allowed for each speaker.

VI. Updating RPC Legislative Policies

Sinnott distributed a draft of RPC Legislative Policies with changes. Through discussion and review, a number of changes were made to various sections. Wilson expressed reservations about approving the document without seeing final language of changes made. It was agreed that language was worked out prior to the vote adopt the policies and Sinnott will send out the final document for Executive Committee review prior to distribution at the Forum. *Taintor moved to adopt the Legislative Policies as amended on 10/26/16; Turell seconded. SO VOTED.* Kravitz noted that the amended version should be sent to Moore for review also.

VII. Other Business

- A. Commissioner Orientation: 1 hour before Commission meeting in February; subset of Executive Committee and staff to meet with new commissioners;
- B. December 14th MPO Meeting: STIP adoption, LRTP update, TAP update; location to be determined;
- C. Project Updates: staff submitted Project of Special Merit application for locating 3-4 high water displays from previous floods & storms around the region and the Coastal Program has decided to fund it (funded by FEMA at \$22k); CART contract is being signed – this is a contract for RPC staff to perform admin tasks in support of CART;
- D. Other: November Executive Committee: November 30th If Needed; Bylaws committee did not meet; New Services workshop did not occur – scheduled for November 15th or 22nd with D. Marshall

VIII. Public Comment – None

Meeting Adjourned at 8:20 p.m.

Respectfully submitted,

Annette Pettengill, Recording Secretary

ATTACHMENT 2

Rockingham Planning Commission
Financial Statement
Budget vs. Actual
October 2016

	October 2016	YTD FY 17	FY 17 Budget	Balance	% Budget
Income					
RESOURCES					
Federal Contracts	\$ -	\$ -	\$ -	\$ -	
Grants	\$ -	\$ -	\$ -	\$ -	
Local Dues	\$ -	\$ 132,495	\$ 132,495	\$ -	100.0%
Other Income	\$ -	\$ -	\$ 6,500	\$ 6,500	0.0%
Local Planning Contracts	\$ 4,587	\$ 85,805	\$ 233,592	\$ 147,787	36.7%
State Contracts	\$ 115,620	\$ 214,873	\$ 693,470	\$ 478,597	31.0%
Total RESOURCES	\$ 120,207	\$ 433,173	\$ 1,066,057	\$ 632,884	40.6%
Total Income	\$ 120,207	\$ 433,173	\$ 1,066,057	\$ 632,884	40.6%
Expense					
Newspaper/Media			\$ 1,500	\$ 1,500	0.0%
Contracted Printing	\$ -	\$ 272	\$ 2,000	\$ 1,728	13.6%
Contracted Services	\$ 8,402	\$ 30,621	\$ 74,590	\$ 43,969	41.1%
Total Salaries	\$ 47,720	\$ 221,635	\$ 648,384	\$ 426,749	34.2%
Travel	\$ 615	\$ 2,029	\$ 7,500	\$ 5,471	27.1%
Reconciliation Discrepancies			\$ -	\$ -	
Payroll Processing Fees	\$ 33	\$ 167	\$ 500	\$ 333	33.4%
Janitorial	\$ -	\$ 300	\$ 2,000	\$ 1,700	15.0%
Accounting	\$ -		\$ 1,200	\$ 1,200	0.0%
Audit	\$ -		\$ 11,250	\$ 11,250	0.0%
Bank & Service Charges	\$ -	\$ 250	\$ 350	\$ 100	71.4%
**Dues & Subscriptions	\$ 113	\$ 3,598	\$ 6,500	\$ 2,902	55.4%
Employee Co Contrib of Benefits					
C Deferred Comp 457	\$ 2,958	\$ 12,046	\$ 33,952	\$ 21,906	35.5%
C Dental Insurance	\$ 773	\$ 3,478	\$ 10,907	\$ 7,429	31.9%
C Health Ins.	\$ 3,525	\$ 17,826	\$ 60,737	\$ 42,911	29.3%
C Life Insurance	\$ 75	\$ 337	\$ 1,100	\$ 763	30.6%
C LTD Insurance	\$ 106	\$ 477	\$ 1,881	\$ 1,404	25.4%
C NH Retirement 414E	\$ 2,690	\$ 12,078	\$ 38,350	\$ 26,272	31.5%
C STD Insurance	\$ 77	\$ 347	\$ 1,111	\$ 764	31.2%
**Equipment	\$ -		\$ 10,100	\$ 10,100	0.0%
**Equipment & Software Maint.	\$ 475	\$ 6,981	\$ 12,500	\$ 5,519	55.8%

Rockingham Planning Commission
Financial Statement
Budget vs. Actual
October 2016

	October 2016	YTD FY 17	FY 17 Budget	Balance	% Budget
General Insurance	\$ 294	\$ 1,176	\$ 4,625	\$ 3,449	25.4%
Misc	\$ (1,569)	\$ (1,569)	\$ 6,500	\$ 8,069	-24.1%
**Office Supplies	\$ 1,603	\$ 3,158	\$ 12,750	\$ 9,592	24.8%
Payroll Expenses (C Portion)					
P/R Taxes - Other	\$ 3,584	\$ 16,681	\$ 49,601	\$ 32,920	33.6%
SUTA	\$ -		\$ 500	\$ 500	0.0%
**Postage	\$ -	\$ 200	\$ 2,500	\$ 2,300	8.0%
Rent	\$ 4,161	\$ 16,484	\$ 49,772	\$ 33,288	33.1%
Telephone & Internet	\$ 376	\$ 1,501	\$ 5,100	\$ 3,599	29.4%
**Training & Workshops	\$ 111	\$ 286	\$ 2,000	\$ 1,714	14.3%
Utilities	\$ 681	\$ 2,448	\$ 6,250	\$ 3,802	39.2%
Total Expense	\$ 76,803	\$ 352,807	\$ 1,066,010	\$ 713,203	33.1%
Net Ordinary Income	\$ 43,404	\$ 80,366			
Unobligated Funds			\$ 4,857	\$ 4,857	
Fund Balance Accrual	\$ -		\$ 5,000	\$ 5,000	
ICR Reserve			\$ -	\$ -	
Net	\$ 43,404	\$ 80,366	\$ 1,075,867	\$ 723,060	

NOTE: October 31st is 33.3% through the fiscal year

ATTACHMENT 3

GRANT AGREEMENT

Subject: Coastal Resilience: Seacoast High Water Mark Initiative

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 Rockingham Planning Commission		1.4 Grantee Address 156 Water Street Exeter, NH 03833	
1.5 Effective Date Upon G&C approval	1.6 Completion Date June 30, 2018	1.7 Audit Date N/A	1.8 Grant Limitation \$25,908
1.9 Grant Officer for State Agency Kirsten Howard, NH Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Grantee Signature		1.12 Name & Title of Grantee Signor Cliff Sinnott, Executive Director	
1.13 Acknowledgment: State of New Hampshire, County of Rockingham On ____ / ____ / _____, 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			
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: ____ / ____ / _____			
1.17 Approval by the Governor and Council By: _____ On: ____ / ____ / _____			

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 OR 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 of 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.

Exhibit A Scope of Services

The purpose of this Scope of Services is for the Rockingham Planning Commission to work with municipalities to design, coordinate, and implement community-based High Water Mark Initiatives (HWM) and identify flood mitigation actions. The Rockingham Planning Commission (RPC) will work closely with four municipalities (Portsmouth, Rye, Hampton, and Seabrook) and other key stakeholders, including the Federal Emergency Management Agency (FEMA) and state agencies (NHDES, Office of Energy and Planning, and others as needed), to install at least one and no more than two high water markers in each community. The HWM project will result in the following deliverables:

- Permanent markers and signage installed in strategic locations showing the elevation and causes of flooding from past and/or future events (e.g. future projected sea-level rise) and climate related conditions.
- Information on flooding and flood risks provided to large numbers of local residents and visitors from the Seacoast region.
- Municipal decision makers engaged in discussions about flood risks in their community and what their community is doing and can do to address those risks.
- Case studies about how communities are responding to flood risks for distribution to local, regional, state and national organizations.

The specific activities undertaken by the Rockingham Planning Commission include:

- 1. Project Management & Municipal Coordination:** Coordinate with municipal staff on HWM site selection and installation showing past flood events and future projected sea-level rise; select 1-2 sites per municipality.
- 2. Coordination with State Agencies:** [If installation on state property] meet with agency staff to identify site(s) and coordinate installation.
- 3. Production of Informational Materials:** Produce public informational materials including those needed for project publicity, the launch and installation event, and presentations to municipal decision makers.
- 4. Coordination with FEMA Staff Overseeing the HWM Program:** Coordinate with FEMA HWM program staff on site election, signage, installation, and launch event.
- 5. Surveying Flood and Sea-Level Rise Elevations:** Subcontract with surveyor to mark flood and future projected sea-level rise elevations at installation site(s), consistent with the NH Coastal Risk and Hazards Commission Science and Technical Advisory Panel projections for sea-level rise.
- 6. Compilation of Municipal Climate Mitigation Actions:** Create implementation checklist by compiling adaptation and resiliency recommendations and actions from existing plans (master plans, hazard mitigation plans, Tides to Storms report, Coastal Risk and Hazards Commission report).
- 7. Summary Case Stories:** Create HWM case story summaries for each HWM site to assist other municipalities with the HWM process, and post stories on the RPC and NH Coastal Adaptation Workgroup websites.
- 8. Public Launch Event and Presentations:** Plan launch event and present HWM Initiative at the launch event. Also, present HWM and implementation checklists (Activity 6) to municipal decision makers (up to 4 with boards/commissions, one per municipality) and share how they can be used to guide adaptation, resiliency and flood awareness.

Funding Credit: All work products intended for public distribution, including websites, flyers, newsletters, signage etc., shall include the logos of the sponsoring agencies as follows: the National Oceanic Atmospheric Administration (NOAA), New Hampshire Coastal Program (NHCP), and New Hampshire Department of Environmental Services (NHDES). Additionally, all work products intended for public distribution shall include the following funding credit statement: “This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program.”

Progress Report: Prepare and submit two (2) electronic semi-annual Progress Reports to NHCP in .pdf format. The first progress report shall summarize project activity during the period from the start of the project through June 30, 2017 and is due June 30, 2017. The second progress report shall summarize project activity during the period from July 1, 2017 through December 31, 2017 and is due December 31, 2017.

Final Report: Prepare and submit a Final Report to NHCP by June 30, 2018. An electronic copy of the Final Report shall be submitted in .pdf format. The final report shall describe all project activity and shall include a summary budget table of project costs by Federal budget category. The funding credit language quoted in “Funding Credit” above shall appear on the final report along with the logos of sponsoring agencies (NHDES, NHCP & NOAA).

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 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 \$25,908. Matching funds provided by the Grantee shall total at least \$11,200 of non-federal cash and in-kind services.

Exhibit C Special Provisions

Subparagraph 1.7 of the General Provisions shall not apply to this Agreement.

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

In addition to the General Provisions of Paragraph 1 through 23, the following provisions as required by federal regulations apply to this Agreement:

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

II) ***Financial management.*** The Grantee shall comply with 15 CFR part 24.20 and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) ***Allowable costs.*** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 15 CFR part 24.22; and [OMB Circular A-87](#).

IV) ***Matching funds.*** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 15 CFR part 24.24 and [OMB Circular A-87](#).

V) ***Property Management.*** The Grantee shall comply with the property management and procedures detailed in 15 CFR part 24.32 and 15 CFR part 24.33.

VI) ***Debarment and Suspension.*** The grantee shall comply with 15 CFR part 26. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. The Grantee will not make any award or permit any award (subgrant or subcontract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) ***Procurement.*** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 15 CFR part 24.36 which include procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

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

b. **Subcontracts.** The Contractor shall:

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

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

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

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 15 CFR part 24.36(e), which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 15 CFR part 28 and [OMB Circular A-87](#) which prohibit the use of federal grant funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.

X) **Drug-Free Workplace.** The Grantee shall comply with the terms of 15 CFR part 26 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Grantee certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$100,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing DES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The Grantee's DUNS number is 099363210.