



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

September 1, 2022



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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to **RETROACTIVELY** amend a **SOLE SOURCE** contract (PO#1083893) with RiverSea Advisors Inc. (VC #387196-B001), Dover, NH, by increasing the contract amount by \$5,302 to \$10,450 from \$5,148 and extending the contract end date to August 31, 2023 from August 31, 2022, effective as of August 31, 2022 through August 31, 2023 upon Governor and Council approval. The original contract was approved as an internal contract by the Department of Environmental Services on January 6, 2022. 100% Federal Funds.

Funding is available in the following account.

03-44-44-442010-3642-102-500731

FY 2023
\$5,302

Dept. of Environmental Services, Coastal Zone Management, Contracts for Program Services

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** amendment to the RiverSea Advisors contract to provide additional funds to complete additional deliverables for the Coastal Neighbors Technical Assistance Program (N-TAP) as the lead evaluator of the program. This amendment is considered **SOLE SOURCE** as the increase exceeds 10% of the original agreement amount. The original agreement with RiverSea Advisors was part of the collaborative team that created and submitted the project proposal to the National Oceanic and Atmospheric Association (NOAA), and NHDES is required to adhere to the proposed work. NHDES is also requesting **RETROACTIVE** approval to extend the contract. Staff turnover and extended leave of NHDES staff on the project team prevented the extension request from being completed prior to the August 2022 G&C meeting closing date, resulting in this request appearing before Governor and Executive Council after the original contract end date.

The original agreement provided a scope of work and funds for the first year of grant funding with the stated expectation that DES would amend the agreement upon receipt of a second year of funding contingent upon NOAA approval of the Special Award Condition. The amended contract will support the second and final phase of the program evaluation and contributions to a journal publication. In March 2022, NOAA approved the Special Award Condition to provide the additional \$5,302 of federal funding to enable completion of the project.

His Excellency, Governor Christopher T. Sununu
and The Honorable Council

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To date, \$247.50 of the original agreement amount of \$5,148 has been spent. No matching funds are requested. A budget breakdown that includes the total amended contract amount of \$10,450 is provided in Attachment A.

The amendment has been approved by the Department of Justice as to form, substance, and execution.

In the event that the Federal funds become no longer available, general funds will not be requested to support this program. We respectfully request your approval.



for Robert R. Scott, Commissioner

Contract Agreement with RiverSea Advisors Inc.
Amendment No. 1

This Agreement (hereinafter called the Amendment) dated this 1 day of Aug 2022, 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 RiverSea Advisors Inc., acting by and through its President, Lindsey Williams (hereinafter referred to as the Contractor).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Commissioner on January 6, 2022, the Contractor 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 Contractor and the State have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in sub-paragraph 1.7 of the Agreement shall be changed from August 31, 2022 to August 31, 2023.
 - (B) The Price Limitation as set forth in sub-paragraph 1.8 of the Agreement shall be changed from \$5,148 to \$10,450.
 - (C) Exhibit B is amended as attached and noted with italics not bold (addition) and strikethrough (deletion).
 - (D) Exhibit C is amended as attached and noted with italics not bold (addition) and strikethrough (deletion).
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Commissioner.
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.

Exhibit B Scope of Services

The goal of this scope of services is to enable RiverSea Advisors Inc. (RiverSea) to provide expertise and support to the Coastal Neighbors Technical Assistance Program (N-TAP) in partnership with the New Hampshire Department of Environmental Services Coastal Program (NHCP) and the University of New Hampshire (UNH)/New Hampshire Sea Grant Extension (NHSG) office.

The research question that N-TAP seeks to answer is: How does a neighborhood-scale, peer-to-peer technical assistance approach to future coastal flood risk assessment and resilience planning influence knowledge, confidence, engagement, networks, and action among coastal New Hampshire residents at risk of sea-level rise and coastal flooding?

RiverSea will refer to the original full proposal (submitted to the NOAA Adaptation Sciences funding opportunity and selected for funding) entitled "Advancing scale-appropriate climate resilience: the New Hampshire Coastal Neighbors Technical Assistance Program (N-TAP)" for original description of the project scope of work, including project timeline. This Project Agreement supports the completion of activities and deliverables for Year 1 of the 2-year project proposal, ~~and will be amended and extended to provide funding to complete Year 2 activities and deliverables, if the NOAA Special Award Conditions are met.~~ Some details may be adjusted by the project team as the project progresses, so long as deliverables and outcomes remain generally the same or equivalent. Significant changes must be approved by NHCP (and where necessary, NOAA) and in some cases (timeline extension, etc.) may require an amendment to this contract. RiverSea will complete the following activities:

Activity 1 Participate in meetings

RiverSea will participate in meetings and provide input as the program evaluator Advisory Expert throughout the project. Meetings and requests for input will be coordinated by the N-TAP Coordinator. Meetings will take place approximately quarterly in both group format and in one-on-one interactions. Expertise represented will include ecosystem restoration and management (Dr. David Burdick, Dr. Gregg Moore, Dr. Alyson Eberhardt), floodplain management and flood insurance (Jennifer Gilbert, Kirsten Howard, Rayann Dionne), evaluation (Dr. Lindsey Williams), public health and housing (Seacoast Public Health Network and others), engagement and facilitation (PREP, GBNERR, UNH Extension/NH Sea Grant, NHCP), and local neighborhood expertise (SHEA, Neighborhood Coordinators, LTAP participants).

Outcome: RiverSea provides expertise to the program team throughout the project by participating in meetings and providing input upon request. Input requested will focus on the evaluation approach and plan, program evaluation, and feedback on progress/issues as they arise.

Deliverable: 3-4 6-8 meetings attended, input provided upon request

Estimated timeframe: throughout contract timeframe

Activity 2.1 (Task 3.1 in proposal): Develop a program evaluation plan

RiverSea will develop a program evaluation plan for N-TAP, with input and assistance from the Program Coordinator and Program Managers. Evaluation data collection methods included in the plan may consist of interviews with program participants and key stakeholders and participant

observation at community meetings, pre- and post-surveys and meeting evaluations. *The plan will include methods to evaluate the program mid-way through the period of performance and at the end of the project.*

Outcome: Project team agrees upon a plan for program evaluation.

Deliverable: Program evaluation plan developed

Estimated timeframe: August 2022

Activity 2.2 (Task 3.2 in proposal): Evaluate neighborhood scale program effectiveness

RiverSea will implement the evaluation plan developed in Activity 2.1, with assistance from the project team. RiverSea will lead development of an interim evaluation report at the project mid-point with initial evaluation results and recommendations for project adjustments to meet outcomes and scientific objectives by the completion of the project. A final evaluation report will summarize the findings across the full period of performance.

Outcome: Data analyzed and program effectiveness evaluated at mid-point and at the end of the project

Deliverables: Interim program evaluation report, final evaluation report

Estimated timeframe: interim report at project mid-point, final report at end of project

Activity 2.3 (Task 4.2 in proposal) Collaborate on peer-reviewed journal article

RiverSea will work with Program Managers and Program Coordinator to develop a manuscript and submit to a peer-reviewed journal, such as the Journal of Coastal Zone Management.

Outcome: Article drafted and submitted to peer-reviewed journal

Deliverables: Article drafted with team

Estimated timeframe: by end of project

Activity 3: Reporting

RiveSea will provide one Performance and Final Progress Reports and associated required financial reporting covering the Project Agreement start date through August 31, 2023. ~~May 31, 2022, due no later than June 11, 2022. If the Special Award Conditions of the NOAA Award are met subsequent reporting deadlines will be included in the contract amendment. If the Special Award Conditions of the NOAA Award are not met by the larger project team, SPHN will submit a final Performance Progress Report due no later than that Project Agreement end date of August 31, 2022.~~

Funding Credit and ADA Compliance: Funding Credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by National Oceanic and Atmospheric Administration in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Exhibit C
Method of Payment and Contract Price

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

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

The total reimbursement shall not exceed the contract award of ~~\$5,148~~ \$10,450. Matching funds are not required for this contract.

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

RiverSea Advisors

By: [Signature] 8/1/22
Lindsey Williams, President

STATE OF NEW HAMPSHIRE
COUNTY OF ~~ROCKINGHAM~~ Strafford

On this the 1 day of August, 2022, before the undersigned officer, personally appeared Lindsey Williams who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

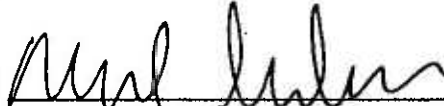
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

MADISON CONCHIGLIA
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 30, 2026

[Signature]
Notary Public
My Commission Expires: 6/30/26



THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: 
for Robert R. Scott, Commissioner

Approved by Attorney General this 11th day of October, 2022 *as to form, substance,*
and execution.

OFFICE OF ATTORNEY GENERAL

By: 



RiverSea

ADVISORS

Lindsey C. Williams, PhD
RiverSea Advisors
Dover, NH 03820
202-257-3469
lindsey@lindseycwilliams.com
www.riverseaadvisors.com

Certificate of Authority

I, Lindsey Williams, hereby certify that I am the sole owner, shareholder, and President of RiverSea Advisors Inc, a registered benefit corporation in the State of New Hampshire (under RSA 293-C). RiverSea Advisors Inc is a tradename registered with the Secretary of State under RSA 349.

I certify that I am the sole owner of the business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I have full authority to bind the business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

DATED: August 1, 2022

ATTEST:

Lindsey Williams, President, RiverSea Advisors, Inc.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RIVERSEA ADVISORS INC is a New Hampshire Benefit Corporation registered to transact business in New Hampshire on November 17, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 855796

Certificate Number: 0005837628



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of August A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



RiverSea

ADVISORS

Lindsey C. Williams, PhD
RiverSea Advisors
Dover, NH 03820
202-257-3469
lindsey@lindseycwilliams.com
www.riverseaadvisors.com

August 01, 2022

TO: New Hampshire Department of Environmental Services Coastal Program

RE: Exempt from Worker's Compensation Insurance Requirement

I certify that I am the sole owner, shareholder, and President of RiverSea Advisors, Inc, a registered benefit corporation in the State of New Hampshire (under RSA 293-C). As I do not have any employees, I am exempt from maintaining statutory worker's compensation insurance.

Sincerely,

Lindsey C. Williams, PhD
President
RiverSea Advisors

Attachment A

Item	Federal (NHCP)	Non-federal	Match Type (K = in-kind; C = cash; K/C = both)	Total
Personnel	9,500			9,500
Fringe				
Equipment				
Travel				
Supplies				
Sub-Contractual				
Construction				
Other				
Indirect	950			950
Totals	10,450			10,450



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

PO 1083893

December 29, 2021

Robert R. Scott
Commissioner
NH Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into an agreement with RiverSea Advisors Inc. (VC #387196-B001), Dover, NH, in the amount of \$5,148 to participate in the Coastal Neighbors Technical Assistance Program, effective upon approval through August 31, 2022. 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-442010-3642-102-500731

Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services

FY 2022 WU 11912436
\$5,148 RIQ 217538

EXPLANATION

RiverSea Advisors Inc. is a key, named partner entity on the National Oceanic and Atmospheric Administration (NOAA) Adaptation Sciences project proposal selected by this nationally competitive Federal Funding Opportunity. RiverSea collaborated directly with NHDES to develop the N-TAP grant proposal that was selected for funding by NOAA. In order to meet the requirements of the Federal Award, NHDES is required to adhere to the scope of work and budget proposed and selected for funding.

The purpose of this agreement is to enable RiverSea to participate as an Advisory Expert on the project team to develop a neighborhood-scale, peer-to-peer technical assistance program to assist coastal New Hampshire residents at risk of sea-level rise and coastal flooding. RiverSea will be the lead program evaluator of the N-TAP program, and will develop an evaluation plan and begin implementing the plan as part of this contract.

Total project costs for this contract are \$5,148 for the duration of this contract period, with intention to enter into agreement for a second period of work upon NOAA approval of the multi-year Special Award Condition which provides a second year of funding.

No matching funds are requested. A budget breakdown is provided in Attachment A.

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Robert R. Scott Commissioner
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In the event that the Federal funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Kirsten Howard". The signature is fluid and cursive, with the first name "Kirsten" written in a larger, more prominent script than the last name "Howard".

Kirsten Howard
Coastal Resilience Coordinator



Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name RiverSea Advisors Inc		1.4 Contractor Address 45 Mast Road, Dover, NH 03820	
1.5 Contractor Phone Number 202-257-3469 (cell)	1.6 Account Number 03-44-44-442010-3642-102-500731	1.7 Completion Date August 31, 2022	1.8 Price Limitation \$5,148
1.9 Contracting Officer for State Agency Kirsten Howard, Coastal Program		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature  Date: 12-14-21		1.12 Name and Title of Contractor Signatory Lindsey C. Williams	
1.13 State Agency Signature  Date: 1/6/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**Exhibit A
Special Provisions**

Federal Funds paid under this agreement are from a Contract Agreement to the State from the US Department of Commerce (DOC), National Oceanic and Atmospheric Administration under CFDA # 11.431. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

The Contractor is expected to complete the activities in Exhibit B Scope of Services primarily via email, phone, and virtual meetings. Due to the low risk nature of this contract, the State waives the requirements of Paragraph 14 of the General Provisions.

In addition to the General Provisions of Paragraph 1 through 13 and 15 through 24, the following provisions as required by federal regulations apply to this Agreement:

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

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

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

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

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

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

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

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

b. Subcontracts. The Contractor shall:

- i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
- ii. Ensure that every subcontract includes any clauses required by Federal statute and executive orders and their implementing regulations; and
- iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

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

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

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

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

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

XII) Federal Funding Accountability and Transparency Act (FFATA). The Contractor shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 118439169.

Exhibit B
Scope of Services

The goal of this scope of services is to enable RiverSea Advisors Inc. (RiverSea) to provide expertise and support to the Coastal Neighbors Technical Assistance Program (N-TAP) in partnership with the New Hampshire Department of Environmental Services Coastal Program (NHCP) and the University of New Hampshire (UNH)/New Hampshire Sea Grant Extension (NHSG) office.

The research question that N-TAP seeks to answer is: How does a neighborhood-scale, peer-to-peer technical assistance approach to future coastal flood risk assessment and resilience planning influence knowledge, confidence, engagement, networks, and action among coastal New Hampshire residents at risk of sea-level rise and coastal flooding?

RiverSea will refer to the original/full proposal (submitted to the NOAA Adaptation Sciences funding opportunity and selected for funding) entitled "Advancing scale-appropriate climate resilience: the New Hampshire Coastal Neighbors Technical Assistance Program (N-TAP)" for original description of the project scope of work, including project timeline. This Project Agreement supports the completion of activities and deliverables for Year 1 of the 2-year project proposal, and will be amended and extended to provide funding to complete Year 2 activities and deliverables, if the NOAA Special Award Conditions are met. Some details may be adjusted by the project team as the project progresses, so long as deliverables and outcomes remain generally the same or equivalent. Significant changes must be approved by NHCP (and where necessary, NOAA) and in some cases (timeline extension, etc.) may require an amendment to this contract. RiverSea will complete the following activities:

Activity 1 Participate in meetings

RiverSea will participate in meetings and provide input as the program evaluator Advisory Expert throughout the project. Meetings and requests for input will be coordinated by the N-TAP Coordinator. Meetings will take place approximately quarterly in both group format and in one-on-one interactions. Expertise represented will include ecosystem restoration and management (Dr. David Burdick, Dr. Gregg Moore, Dr. Alyson Eberhardt), floodplain management and flood insurance (Jennifer Gilbert, Kirsten Howard, Rayann Dionne), evaluation (Dr. Lindsey Williams), public health and housing (Seacoast Public Health Network and others), engagement and facilitation (PREP, GBNERR, UNH Extension/NH Sea Grant, NHCP), and local neighborhood expertise (SHEA, Neighborhood Coordinators, LTAP participants).

Outcome: RiverSea provides expertise to the program team throughout the project by participating in meetings and providing input upon request. Input requested will focus on the evaluation approach and plan, program evaluation, and feedback on progress/issues as they arise.

Deliverable: 3-4 meetings attended, input provided upon request

Estimated timeframe: throughout contract timeframe

Activity 2.1: Develop a program evaluation plan

RiverSea will develop a program evaluation plan for N-TAP, with input and assistance from the Program Coordinator and Program Managers. Evaluation data collection methods included in the

plan may consist of interviews with program participants and key stakeholders and participant observation at community meetings, pre- and post-surveys and meeting evaluations.

Outcome: Project team agrees upon a plan for program evaluation.

Deliverable: Program evaluation plan developed

Estimated timeframe: August 2022

Activity 3: Reporting

RiveSea will provide one Performance Progress Report and associated required financial reporting covering the Project Agreement start date through May 31, 2022, due no later than June 11, 2022. If the Special Award Conditions of the NOAA Award are met subsequent reporting deadlines will be included in the contract amendment. If the Special Award Conditions of the NOAA Award are not met by the larger project team, RiverSea will submit a final Performance Progress Report due no later than that Project Agreement end date of August 31, 2022.

Funding Credit and ADA Compliance: Funding Credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by National Oceanic and Atmospheric Administration in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

Exhibit C
Method of Payment and Contract Price

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

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

The total reimbursement shall not exceed the contract award of \$5,148. Matching funds are not required for this contract.



RiverSea

ADVISORS

Lindsey C. Williams, PhD
RiverSea Advisors
Dover, NH 03820
202-257-3469
lindsey@lindseywilliams.com
www.riverseadvisors.com

Certificate of Authority

I, Lindsey Williams, hereby certify that I am the sole owner, shareholder, and President of RiverSea Advisors Inc, a registered benefit corporation in the State of New Hampshire (under RSA 293-C). RiverSea Advisors Inc is a tradename registered with the Secretary of State under RSA 349.

I certify that I am the sole owner of the business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I have full authority to bind the business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

DATED: Dec. 6, 2021

ATTEST:

Lindsey Williams, President, RiverSea Advisors, Inc.



RiverSea

ADVISORS

Lindsey C. Williams, PhD
RiverSea Advisors
Dover, NH 03820
202-257-3469
lindsey@lindseycwilliams.com
www.riverseaadvisors.com

Dec. 6, 2021

TO: New Hampshire Department of Environmental Services Coastal Program

RE: Exempt from Worker's Compensation Insurance Requirement

I certify that I am the sole owner, shareholder, and President of RiverSea Advisors, Inc, a registered benefit corporation in the State of New Hampshire (under RSA 293-C). As I do not have any employees, I am exempt from maintaining statutory worker's compensation insurance.

Sincerely,

Lindsey C. Williams, PhD
President
RiverSea Advisors

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERSEA ADVISORS INC is a New Hampshire Benefit Corporation registered to transact business in New Hampshire on November 17, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 855796

Certificate Number: 0005473121



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of November A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Attachment A

Item	Federal (NHCP)	Non-federal	Match Type (K = in-kind; C = cash; K/C = both)	Total
Personnel	4,680			4,680
Fringe				
Equipment				
Travel				
Supplies				
Sub-Contractual				
Construction				
Other				
Indirect	468			468
Totals	5,148			5,148

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