

**STRAFFORD COUNTY**

259 County Farm Road
Dover, New Hampshire 03820
Telephone: 603-742-1458

MEMORANDUM OF SUBCONTRACTOR AGREEMENT
BETWEEN STRAFFORD COUNTY & EAST COAST EVOLUTION LEADERSHIP LLC

This Agreement ("Agreement") dated this 23rd day of October, 2024, is between Strafford County of 259 County Farm Road, Suite 204, Dover, New Hampshire 03820, ("Client") and East Coast Evolution Leadership LLC ("Subcontractor"), a NH corporation with principal offices at 190 Elm Street, Manchester, NH 03101. This MOU shall govern certain activities and responsibilities related to Cold Weather Sheltering to be carried out by the Subcontractor on behalf of Strafford County.

A. BACKGROUND

1. Strafford County, New Hampshire is a governmental entity serving approximately 133,243 (in 2023) people who reside in one of the thirteen (13) cities and towns located in the 369 square miles of the County borders. Strafford County is located in the southeastern area of New Hampshire and is bordered by Carroll, Rockingham, Merrimack and Belknap counties, as well as the State of Maine.
2. A state-wide housing crisis has contributed to increasing numbers of unsheltered County residents over the last 7 years. Covid-19 related economic factors including increased rents, extended unemployment, and increased childcare and cost-of-living expenses have contributed to the number of people experiencing housing insecurity during the pandemic. The Willand Warming Center was procured by the City of Dover, NH, in December 2020 with CDBG-CV grant funds designed to assist regional partners with urgent emergency shelter decompression. In an effort to protect the life safety of vulnerable housing insecure County residents.
3. As part of the current collaborative effort, Strafford County will provide operational oversight for the Willand Emergency Cold Weather Warming Center during the 2024-2025 winter season. The Cities of Dover, Rochester, and Somersworth have partnered to provide financial and in-kind support for this effort. Strafford County has agreed to administer these monies (and other funds as available) to support Willand Warming Center operations.
4. A competitive RFP was issued to solicit a vendor/subcontractor to staff and manage Willand Warming Center operations. The selected Subcontractor, is a qualified community partner organization who run similar operations in Manchester, New Hampshire with capacity to provide community engagement, site management, and direct staff to the Warming Center site during operational hours per the terms specified in the RFP.
5. The Client is of the opinion that the Subcontractor has the necessary qualifications, experience and abilities to provide services to the Client. The Subcontractor has an extensive history operating community health programs with staff skilled and knowledgeable in peer support, peer recovery and client services for vulnerable populations.

6. The Subcontractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

B. TERMS AND CONDITIONS

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Subcontractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

The facility will open a maximum of 120 days at the direction of local EMDs.

I. Scope of Services

The Client agrees to engage the Subcontractor at a price of \$199,000 to provide the Client with services (the "Services") consisting of:

1. Preparation/Planning for Willand Warming Center.
 - Identify at least one organizational representative as the designated Shelter Coordinator to participate in regular planning meetings with representatives from Strafford County and the Tri-Cities (Dover/Rochester/Somersworth) upon contract execution.
 - Hold at least three community volunteer training events for potential Willand Warming Center volunteer staff. Volunteer Training must include (but is not limited to): Supportive Sheltering for Vulnerable Populations, De-Escalation Skills, Narcan Administration & Covid-19 Safety. Technical Assistance is available to support community volunteer training.
2. Operation of Willand Warming Center
 - Operate the Willand Warming Center overnight during extreme winter weather from 4pm-10am, with 4pm-5pm and 9am-10am for administrative/training/set-up time.
 - Provide Warming Center staffing on the following schedule with a minimum of 75% of time fully staffed (i.e., at least 13.5 hours of every 18-hour shift must be fully staffed per the guidance below)
 - 4pm-5pm: 2 staff for set-up [minimum of 1 paid staff member]
 - 5pm-9pm: 4 staff [min of 2 paid staff members]
 - 9pm-7am: 3 staff [minimum of 1 paid staff member]
 - 7am-9am: 4 staff [minimum of 2 paid staff members]
 - 9am-10am: 2 staff for cleaning and resupply [minimum of 1 paid staff member]

**Unpredictable extreme weather may require extended hours of operation as determined by the Tri-City EMD's. Some capacity for staffing flexibility is expected.*

- Greet and sign each guest in to the facility using person-first language that reflects knowledge of people skills that are appropriate for individual styles, personalities, cultures, the nature of the work, and the environment in which the work is being done.
- Collect de-identified demographic information and other data required for data analysis and billing daily from each guest to include *usual community of residence* and *morning destination*.
- Assess/survey each guest for acute and ongoing health, behavioral health, or social service concerns or needs.
- Provide guests with appropriate recommendations/referrals (and convey referral information to appropriate agency as indicated) during business hours in response to guest-identified needs.
- Complete hourly indoor/outdoor facility rounds to assess for safety, cleanliness and that all guests are sheltering indoors (no cars etc.)
- Ensure that guests may only sign in and leave once during an overnight activation except to smoke tobacco in a designated, supervised area onsite.
- Provide or facilitate the provision of evening and morning food/nutrition services.
- Maintain a stock of appropriate snacks and beverages for any-time guest consumption.
- Manage all communication and logistics related to community donations in an orderly manner.
- Provide conflict resolution using de-escalation and crisis intervention techniques. Use appropriate problem-solving behavior to settle conflicts, including de-escalation and crisis intervention.
- Provide written updates to include guest and staff census and an operations summary to the Tri-City Mayors Team upon Warming Center closure each day.
- Provide a licensed and insured driver to transport Warming Center guests to and from (at a minimum) a Rochester site by the COAST Rochester City Hall Transfer Point and/or the Dover Transportation Center each evening and morning in a vehicle provided by the City of Dover to reduce transportation barriers to warming center access.
- All inquiries and/or concerns regarding WC operations not pertaining to staffing, volunteerism, trainings or donations, including by social media and traditional media will be directed to the Dover EMD for review and resolution by the Tri-City EMDs and Mayors team as appropriate.
- The Vendor/Contractor will designate/identify a single point of contact/responsible party to address fire and life safety code compliance, City of Somersworth ordinance compliance, and related inspections.
- The successful respondent selected as the vendor to operate the WC will be requested to submit additional operational policies & procedures which will be reviewed for approval and implementation by the Tri-city EMDs.
- Document any/all unacceptable behaviors or actions of clients served and the sanctions applied. Said documentation to be provided to the Tri-city EMDs after each Operational Period.

3. Demobilization of Willand Road Warming Center

- Facilitate availability of meals and snacks during operational hours.
- After each Operational Period: Clean the facility. Organize any non-perishables. Distribute any perishables, prioritizing needs of vulnerable populations. Provide a summary operational report to the Strafford County point-of-contact.
- Consult with Strafford County representatives to develop a Closure Plan to be followed at the end of the season stipulating end-of-year cleaning, inventorying of equipment & supplies and packing for long term storage.
- Within 30 days of the closure of the facility, the Subcontractor shall submit an After Action Report/ Operational Summary Report. Format for this report will be provided by Strafford County.

II. Insurances

a. Subcontractor shall secure and maintain a General Liability Insurance policy or policies at no cost to Strafford County for the duration of this Agreement. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to Strafford County within 10 days of entering into the Agreement, as well as proof of an endorsement or policy additional insured provisions confirming Strafford County's additional insured status. Strafford County and the Tri-City partners (Dover/Rochester/ Somersworth) shall be named as additional insureds on said general liability insurance policy, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified above, cover Strafford County and the Tri-Cities with the same scope of coverage provided to the Subcontractor under the general liability policy without subjecting Strafford County or the Tri-Cities to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to Strafford County prior to cancellation of the policy. Subcontractor shall also provide Strafford County certificates of renewal and, if requested, proof of an endorsement or policy with additional insured provisions for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy. For purposes of the insurance required by this paragraph, to the extent that Strafford County, the Tri-Cities and the Subcontractor are insured or covered by the same insurer or risk pool with respect to a claim, then the parties hereby agree that, as between Strafford County, the Tri-Cities, and the Subcontractor, whichever party is or may be found to be primarily at fault for any asserted claim shall bear the adverse impact (or experience factor) for purposes of future insurance or risk pooling underwriting, risk rating, costs, or premium determinations.

b. Subcontractor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by Subcontractor in connection with this Agreement at no cost to Strafford County. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence.

An insurance certificate shall be supplied to Strafford County by Subcontractor. Subcontractor shall also provide Strafford County with certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy. For purposes of the insurance required by this paragraph, to the extent that Strafford County, the Tri-Cities, and the Subcontractor are insured or covered by the same insurer or risk pool with respect to a claim, then the parties hereby agree that, as between Strafford County, the Tri-Cities, and the Subcontractor, whichever party is or may be found to be primarily at fault for any asserted claim shall bear the adverse impact (or experience factor) for purposes of future insurance or risk pooling underwriting, risk rating, costs, or premium determinations.

c. By signing the resultant Agreement, Subcontractor agrees, certifies, and warrants that Subcontractor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Subcontractor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

III. Indemnification

Subcontractor, as a condition of operating the Willand Warming Center, shall defend (with counsel acceptable to Strafford County and Tri-Cities), indemnify, and hold harmless Strafford County and the Tri-Cities (Dover, Rochester and Somersworth) and their public officials, officers, employees, agents, and/or contractors (collectively "Indemnitees") against any demands, claims, causes of action and suits any injury, bodily injury, property damage, accident, fire, loss, theft or other incident, accident or casualty of any kind whatsoever, including but not limited to injuries or damages caused by or to clients or prospective clients of the Willand Warming Center together with any manner of property damage or injury to Strafford County and Tri-Cities, which occurs or is alleged to have occur in relation to and/or arising out of the preparation and/or operation and/or close down of the Willand Warming Center by Subcontractor and/or Subcontractor agents, employees, volunteers, contractors, vendors, and/or consultants. East Coast Evolution Leadership is not responsible for property damage caused by guests seeking services or shelter at Willand Warming Center. This indemnification will survive the termination of this Agreement.

The Indemnitees shall promptly, and no later than ten (10) days after receiving actual notice of a claim, notify Subcontractor in writing of said claim. Thereafter, Subcontractor shall promptly provide a defense to the Indemnitees with counsel reasonably acceptable to the Indemnitees. The Indemnitees shall cooperate with Subcontractor in defending any claims for which indemnification is sought and make available witnesses, documents and materials as may be reasonably necessary for the defense of the indemnified matter. Subcontractor's obligations to defend, indemnify, and hold harmless the Indemnitees provided herein shall endure and continue to and until the last to occur of (i) the last date permitted by law for the bringing of any claim or action with respect to which indemnification may be claimed or

(ii) the date on which all claims or actions for which indemnification may be claimed are fully and finally resolved and, if applicable, with respect to each such claim and action, any compromise thereof or judgment or award thereon is paid in full by Subcontractor, and the Indemnitees are reimbursed for any amounts paid and compromised thereof or upon a judgment or award thereon and in defense of such action or claim.

C. TERMS OF AGREEMENT

1. The term of this Agreement (the "Term") will begin on date of MOU and will remain in full force and effect until the end of the season, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
2. In the event that either Party wishes to terminate this Agreement prior to the end of the season, that Party will be required to provide 30 (thirty) days written notice to the other Party.
3. Performance: The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
4. Currency: Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (U.S. Dollars).
5. Compensation: The authorized cost for this scope of work is **\$199,000**. Compensation is reimbursement based on documentation acceptable to the State of New Hampshire. Invoices submitted by the Subcontractor to the Client are payable within fourteen (14) days of receipt. All invoices are to be submitted within 21 days of Willand Warming Center demobilization.
6. Reimbursement of Expenses: The Subcontractor will not be reimbursed for any personal expenses incurred in connection with providing the Services of this Agreement outside those identified in the Scope of Services. The Subcontractor shall provide or cause to be provided all reasonable personal materials and equipment necessary to complete the tasks associated with the Scope of Service.
7. Confidentiality:
 - a. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
 - b. The Subcontractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Subcontractor has obtained, except as authorized by the Client or as required by law. The obligation of confidentiality will apply during the term of this agreement and will end on the termination of this Agreement.
8. Ownership of Intellectual Property:
 - a. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

- b. The Subcontractor may not use the Intellectual property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Subcontractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
- 9. Return of Property: Upon the expiration or termination of this Agreement, the Subcontractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the client.
- 10. Capacity/Subcontractor: In providing the Services under this Agreement, it is expressly agreed that the Subcontractor is acting as an independent entity and not as an employee/representative of the Client. The Subcontractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
- 11. Notice: All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Carrie Conway, Criminal Justice Programming
Coordinator
Strafford County Community Corrections
259 County Farm Road, Suite 103
Dover, NH 03820
 - b. George Maglaras, Strafford County Commissioner
Chair Strafford County Commissioners Office
259 County Farm Road, Suite 204
Dover, NH 03820
 - c. Melanie Haney
East Coast Evolution Leadership LLC
190 Elm Street
Manchester, NH 03101
 - d. Jonathan King
East Coast Evolution Leadership LLC
190 Elm Street
Manchester, NH 03101
Phone: 603-777-2989
jake@thriveoutdoorsnh.com

Or to such address as any Party may from time to time notify the other.

12. **Dispute Resolution:** In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation and good faith mediation before resorting to litigation.
13. **Modification of Agreement:** Any amendment or modification or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
14. **Time of the Essence:** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
15. **Assignment:** The Subcontractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this agreement without the prior written consent of the Client
16. **Entire Agreement:** It is agreed that there is no representation, warranty, collateral agreement, or condition_ affecting this Agreement except as expressly provided in this Agreement.
17. **Titles/Headings:** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
18. **Gender:** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
19. **Governing Law:** It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be considered in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Hampshire, without regard to the jurisdiction in which any action or special proceeding may be instituted.
20. **Severability:** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid and unenforceable parts severed from the remainder of this Agreement.
21. **Waiver:** The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

D. SIGNATURES OF AGREEMENT:

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this date of October 23, 2024.

George Maglaras, Chair (Date)
Strafford County

Melanie Haney (Date)
East Coast Evolution Leadership LLC

Carrie Conway, CJ Coordinator (Date)
Strafford County

Jonathan King (Date)
East Coast Evolution Leadership LLC

Exhibit A

1. Please describe your organization's experience working with vulnerable populations with emphasis on unsheltered or co-occurring SUD populations. Include a brief statement of work for any current housing-related organizational initiatives and the key personnel for those initiatives. (0-20 points)

- *East Coast Evolution Leadership is currently contracted by the city of Manchester to staff and operate the 39 Beech St Engagement Center and Shelter and to manage the city's 2024-2025 Warming Station.*

East Coast Evolution Leadership and our sister company, Thrive Outdoors, have run shelters and warming stations for over a decade. We have successfully staffed and managed the SOPs and daily operations for the Concord Cold Weather Center, the former Homeless Day Center in Manchester, and the Nashua Warming Center in 2023-2024.

2. Please describe your staffing plan for the Tri-City Willand Road Warming Center to include description of efforts to ensure operational stability/flexibility/redundancy based on the coverage described in the RFP. Please include specific individual biographies, if known. (0-20 points)

- *In our experience with staffing overnight warming centers, we understand that flexibility and redundancies are necessary. We account for all scenarios by hiring a team of experienced and well-equipped staff members. We have designed schedules that account for staff redundancy and on-call hours, especially as there may be times when volunteers may not be available, and our staff will need to cover.*

I have attached staff biographies and resumes highlighting some exceptional staff and management members on our team.

3. Please describe your organization's experience coordinating with local medical, behavioral health, and social service providers including knowledge of HMIS (Homeless Management Information System) and Coordinated Entry systems. (0-20 points)

- *Jake King will act as our Staff Director and oversee the Site Coordinator. Jake is a former Londonderry police officer and Army Ranger who has successfully run two companies that emphasize stress management and community well-being.*

Jake and East Coast Evolution Leadership have implemented weekly Care Fairs at Manchester's 39 Beech Engagement Center. These are times when we coordinate connections between our guests and local agencies that can help them with various necessary aids for getting them on the road to permanent housing. Such services include mental health, medical attention, care plans, clothing distribution, license and identifying paperwork help, etc.

All of our current and future staff are trained in HMIS, and the team includes dedicated HMIS data entry personnel.

4. Please describe any organizational community outreach and engagement experience including volunteer training (0-10 points)

- *As mentioned above, we have weekly Care Fairs. These are coordinated by dedicated staff who continue to seek local agencies and volunteers. These staff manage social media for community outreach, engagement, and donations and work closely to train, guide, and assist volunteers. All volunteers who work with us must sign appropriate waivers and engagement forms.*

5. Please describe any organizational experience/capacity to assess individual needs and prioritize referrals for services. (0-10 points) Please Submit completed Excel Spreadsheet Budget Template with

- *Our current and future staff are certified in Mental Health and First Aid, and we also have dedicated SOAR staff. East Coast Evolution Leadership is proud to offer ongoing in-house training for our staff in drug use recognition, stress management, and situational awareness. Staff are all trained on the proper steps for contacting therapists, agencies, and rapid response teams as needed.*

Exhibit B**Additionally (Reponses):**

- Do you mean 50 beds or 50 people? In terms of the capacity of *bodies* in the building being more than fifty, as it is an emergency cold weather center, we would first allow them in via the check-in process (out of life-saving necessity) but also begin a resolution process of calling 211 and also reaching out to other area shelters to see if any arrivals to WC would be good fits for their shelter instead. The following day, a staff member would be assigned to find an alternative solution for the individual to work with area providers during their regular operating hours.
- To be helpful in the process, we can record where individuals arrive from and share information with city welfare and the commission, but we cannot be responsible for billing or charging other communities.
- Our suggestion would be not to have port-a-potties, as they would be more of a draw for loitering during the days and nights and require more staff monitors. Instead, we recommend an ironclad bathroom protocol for the two bathrooms that are already available. If the FD requires port-a-potties, we can manage that scenario with staff monitoring and the helpful placement of cameras.
- Bins for personal effects will be assigned to guests as they arrive. The bins will be placed where they are monitored by staff and inaccessible to guests unless retrieved by staff and monitored throughout the duration.
- We do not understand the question about “service fairs” as these would not be a part of an overnight emergency warming station.
- Criteria: If a person can clean themselves, utilize the facilities (and restrooms), and are ambulatory without staff or volunteer assistance, and if they can take their medication on their own without staff or volunteer assistance.

In the event that a guest is determined to be incapable of self-care or is not ambulatory without assistance, our staff will offer to transfer the guest, but the decision is ultimately up to the individual guest. If they decline or refuse, our staff will then call an ambulance, and the EMTs at which point the conversation and decision is between the guest and the EMT.

- If a guest is caught with drugs, using drugs, or having used drugs on site, they will be issued a ban which will be put into effect as soon as they are sober, and will remain for the 24 hours after the 1st infraction, 48 hours after the second (for more please see the infractions table in the operations document that we sent)

- Regarding the de-escalation strategies, we agree with the suggestion. Our staff is all specifically trained in mental health first aid, MOAB and de-escalation strategies.
- If a guest attends five different nights, consecutive or not, they should be required to show that they are accessing services that are available for them, for whatever their specific needs or conditions are.
- We will call the PD every time there is a victim of a crime (victim being defined as either the city, staff of East Coast Evolution Leadership). In terms of criminal activity between guests of the warming center, it is at the discretion of the guest whether or not the PD is called. If the victim-guest is unable to call the police on their own and requests us to, we will do so.
- A trespass is a last resort, permanent, and is placed the police at our request. A trespass is for a year.
A ban is not permanent, and is at the discretion of our staff (reference the operations document with the chart that we sent)