



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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November 14, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the Town of Hampton, NH, (VC #177399-B002), for a total of \$158,341 to pilot a Coastal Resilience Coordinator position as part of *Project RECAP*, effective upon Governor and Council approval through March 31, 2024. 100% federal funds.

Funding is available in the following account.

	<u>FY 2023</u>
03-44-44-442010-1209-072-500574	\$158,341
Dept. of Environmental Services, Coastal Resilience, Grants Federal	

EXPLANATION

This agreement is **SOLE SOURCE** because establishment of the Town of Hampton (Town) Coastal Resilience Coordinator (CRC) position is explicitly identified in the NHDES Coastal Program's (NHCP) FFY2022 National Oceanic and Atmospheric Administration Project of Special Merit (PSM) federal award, entitled "*Project RECAP: A Model for Building Community-Led Resilience, Equity, and Capacity in Coastal New Hampshire*," and appropriated funding cannot be used for any other purpose. NHDES staff developed the competitive funding PSM proposal after lengthy discussion with the town about their need for additional capacity to address their significant resilience challenges. This need was written directly into the approved grant application. The town is considered the most flood-prone community in New Hampshire and accounts for 24 percent of all FEMA National Flood Insurance Program policies in the state. According to a recent analysis published by NHCP and its partners, high tide flooding in Hampton occurs approximately 130 days each year, occasionally two-times per day, and is expected to become more severe and frequent in the future with sea-level rise. The town's ability to successfully and expeditiously advance floodplain management priorities and resilience initiatives hinges upon having a dedicated staff person responsible for improving internal communication and coordination, developing, financing, and implementing coastal resilience projects, and improving resident awareness and support through public education and outreach. This agreement will enable the town to significantly increase its operational capacity to advance coastal resilience initiatives through the establishment of a full-time CRC position.

The purpose of this agreement is to enable the town to pilot a full-time CRC position to elevate, coordinate, and accelerate coastal resilience efforts. The CRC will be responsible for 1) improving internal communication, coordination, and capacity related to coastal resilience; 2) leading the development and financing of coastal resilience projects; 3) identifying opportunities to improve floodplain management administration and permitting; 4) operationalizing a community-led flood mitigation program; 5) conducting regular public outreach; 6) representing the town's interest in external partnerships and engagement opportunities; and 7) evaluating position effectiveness, and if deemed appropriate, identifying and pursuing long-term opportunities within the Town of Hampton to sustain the CRC position beyond the grant award. This grant award provides funding to pilot this position in Hampton and is not intended to provide funding for the position for the long-term.

Total project costs for this agreement are \$158,341. A budget breakdown is provided in Attachment A. No matching funds are required for this grant. In the event federal funds become no longer available, general funds will not be requested to support this project.

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

We respectfully request your approval of this item.






Robert R. Scott, Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

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. Grantee Name Town of Hampton, New Hampshire		1.4. Grantee Address 100 Winnacunnet Road, Hampton, NH 03842	
1.5. Grantee Phone # 603-926-6766	1.6. Account Number 03-44-44-1010-1209-72-500574	1.7. Completion Date 03/31/2024	1.8. Grant Limitation \$ 158,341
1.9. Grant Officer for State Agency Nathalie DiGeronimo, Coastal Program		1.10. State Agency Telephone Number 603-559-0029	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 James Sullivan, Town manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 11/30/22	
1.16. Approval by Governor and Council (if applicable)			
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"), 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 B (the scope of work being hereinafter 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1:14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (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 C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of 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 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 the 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 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, paper, 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. 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.
 - 12.2. 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 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.
- 12.3. 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.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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- 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 interest 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 B 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 omissions of the Grantee or 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.**
- 17.1 The Grantee shall, at its own 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 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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 17.1 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. Grantee shall furnish to the State, certificates 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.
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 of 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, if required or by the signing State Agency.
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.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Exhibit A Special Provisions

This Agreement shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire (block 1.16 of the General Provisions) or on the Federal Financial Assistance Award start date of October 1, 2022, whichever is later (the "Effective Date").

Federal funds paid under this agreement are from a Federal Cooperative 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 Cooperative 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 24, 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 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 Grantee 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 Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) ***Debarment and Suspension.*** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that they have not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make 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 contract or match funds, the Grantee 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 Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the Contract Owner and the State.

b. Subcontracts. The Grantee 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 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 Grantee 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 Grantee 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 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.** The Grantee shall comply with 2 CFR Part 200 Subpart D for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$250,000), 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 Grantee'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 NHDES with their Unique Entity ID (UEI) number, and all applicable Executive Compensation Data information as required under the FFATA. The UEI number is JNCKSK9ATN99.

Exhibit B
Scope of Services

The goal of this Agreement is to pilot a full-time Coastal Resilience Coordinator (CRC) position to elevate, coordinate, and accelerate coastal resilience efforts in Hampton, NH.

This Agreement is part of the New Hampshire Department of Environmental Services Coastal Program's (NHCP) FFY2022 National Oceanic and Atmospheric Administration Project of Special Merit (PSM) federal financial assistance award, entitled "Project RECAP: A Model for Building Community-Led Resilience, Equity, and Capacity in Coastal NH."

TASKS:

The Town of Hampton will perform the following tasks as described in the Project RECAP proposal, which is incorporated herein by reference:

Task 2.1. Establish and Fill Coastal Resilience Coordinator Position in Hampton, NH: Upon award notification, the Town of Hampton, NH will complete the hiring process to pilot a new and innovative Coastal Resilience Coordinator (CRC) position. The CRC will be responsible for developing, implementing, and coordinating a comprehensive Coastal Resilience Program for the Town and executing the specific tasks proposed in Tasks 2.2-2.7. The CRC will report to the Town Manager and Board of Selectmen. NHCP will serve in an advisory capacity throughout the hiring and onboarding process and will provide as needed guidance to the CRC throughout the duration of the project.

Task 2.2. Improve Internal Communication, Coordination, and Capacity Related to Coastal Resilience: The CRC will work across Town departments and volunteer boards and committees to improve internal communication, coordination, and capacity related to coastal resilience in Hampton. The CRC will: (1) attend department, board, and committee meetings to educate Town staff and volunteer board and committee members about the coastal flood risks facing the community, possible adaptation measures, and ongoing coastal resilience initiatives; (2) coordinate and track implementation of existing coastal resilience recommendations identified in Town plans and studies (e.g., Master Plan Coastal Resilience Chapter, Hazard Mitigation Plan, Coastal Hazards and Adaptation Team (CHAT) Recommendations, Hampton Beach Area Master Plan, Meadow Pond Flood Study and Hampton Harbor Flood Study); (3) collaborate with the Town's Planning and Building departments, Planning Board, and Conservation Commission to build on an ongoing coastal resilience audit of land use regulations and identify amendments for increasing coastal resilience; (4) review land use permit applications for projects located in areas vulnerable to current and future high tide flooding and provide written comments to the Planning and Building departments, Planning Board, Plan Review Committee, Conservation Commission, and Zoning Board of Adjustment; and (5) participate in monthly Hampton CHAT meetings to coordinate coastal resilience initiatives and public outreach.

Task 2.3. Lead the Development and Financing of Coastal Resilience Projects: Working with Town departments and boards and committees, the CRC will develop a pipeline of coastal resilience projects for Hampton. The resulting Hampton-specific coastal resilience and grant tracking database will help inform future investments in coastal resilience and better position the Town to compete for future federal and/or state funding opportunities. The CRC will: (1) complete a review of Town plans and compile proposed investments in hazard mitigation and community resilience; (2) collaborate with Town departments, boards, and committees to identify and prioritize additional projects; (3) create a coastal resilience project and grant tracking database for Hampton; (4) lead the development of at least one grant proposal project concept and/or application to obtain state and/or federal funding for a priority coastal resilience project should a relevant funding opportunity become available during the grant period; and (5) work with the Town Manager, Board of Selectmen, and Budget Committee to recommend long-term resilience financing options and generate non-federal match for grant-funded coastal resilience projects (e.g., establishing a Coastal Resilience Fund with the RPC authorized under RSA 36:53-a, creating a non-lapsing Coastal Resilience Incentive Zone (CRIZ) fund authorized under RSA 79-E:4-a, resilience fees, etc.). Task 2.3 will leverage and build directly upon NHCP's FFY21 Flood Smart

Seacoast Project of Special Merit task to develop a regional portfolio of coastal hazard mitigation projects eligible to apply for FEMA Hazard Mitigation Assistance grants.

Task 2.4. Identify and Address Opportunities for Improving Floodplain Administration and Permitting: The CRC will collaborate with the Town's Building Inspector/Floodplain Administrator to audit the Town's current permitting, compliance, and enforcement processes for floodplain development and implement approaches to improve efficiency and maintain compliance with NFIP requirements. Anticipated improvements include: (1) developing a standard operating procedure and checklist, in accordance with federal and state guidance, for reviewing floodplain development permits and ensuring compliance with minimum NFIP and locally imposed higher standards before issuing a certificate of occupancy; and (2) designing and implementing a separate record system so floodplain development permits can be readily accessible for public inspection and shared with FEMA to demonstrate compliance. The CRC will review the Town's Floodplain Ordinance (see Task 2.2) to identify areas that could be strengthened based on the Menu of Higher Floodplain Regulation Standards for New Hampshire Communities, as well as additional floodplain management activities that are creditable under the NFIP Community Rating System (CRS). Task 2.4 will leverage and build directly upon NHCP's FFY21 Flood Smart Seacoast PSM tasks to update the Menu of Higher Floodplain Regulation Standards and complete a CRS needs assessment, and will better position the Town to join the CRS.

Task 2.5. Operationalize Community-Led Flood Mitigation and Relocation Program: As part of NHCP's FFY21 Flood Smart Seacoast PSM, NHCP is partnering with the RPC and Town of Hampton to design and pilot a just and equitable process to identify and prioritize home elevation and voluntary buyout projects in Hampton, NH. The CRC will participate on the project team for the Flood Smart Seacoast Project and help inform the development of a long-term strategy for securing and administering FEMA Hazard Mitigation Assistance funding for future home elevation and voluntary buy-out projects. At the conclusion of the Flood Smart Seacoast Project, the CRC will (1) operationalize the long-term strategy to support continued access to home elevations and buy-out projects for priority sites and (2) advance an additional 1-3 priority home elevation and voluntary buy-out projects.

Task 2.6. Conduct Regular Public Education and Outreach: The CRC will conduct regular public education and outreach to help residents understand Hampton's coastal flood risks and possible mitigation measures, as well as build support for ongoing coastal resilience initiatives and future investments. To do so, the CRC will: (1) develop and maintain a Town webpage to disseminate information related to flood hazards, mitigation measures, and ongoing community resilience building initiatives; (2) publish a quarterly newsletter to share regular resilience-related updates and educational information; (3) convene quarterly community learning and listening sessions to educate residents on flood-related issues and obtain community feedback on ongoing resilience initiatives and future investments; and (4) serve as the Town's primary resilience point of contact and provide one-on-one assistance to residents interested in protecting their properties from flooding. The CRC will identify opportunities to engage diverse populations and ensure all education and outreach activities are inclusive and equitable.

Task 2.7. Represent Hampton's Interests in External Partnerships and Engagement Opportunities: The CRC will participate in external partnerships and engagement opportunities to ensure that the Town's coastal resilience challenges, needs, and priorities are considered. The CRC will participate in NHCP's DELIA assessment (Project RECAP, Task 1) and attend monthly Coastal Adaptation Workgroup (CAW) meetings. Other entities the CRC will likely engage with include the Hampton Beach Area Commission, Hampton Beach Village District, RPC, NH Office of Planning and Development, NH Homeland Security and Emergency Management, and Seabrook-Hamptons Estuary Alliance.

Task 2.8. Evaluate Position Effectiveness and Opportunities for Extension: The CRC will work with the Town Manager and Board of Selectmen to evaluate position effectiveness and, if deemed appropriate, identify and pursue long-term opportunities to sustain the position beyond this grant. The CRC will: (1) gather feedback from department staff, board and committee members, and Hampton residents for input on position effectiveness; (2) develop a detailed report summarizing the work accomplished by the position over the course of the project, remaining gaps, and recommended next steps; and (3) pursue funding opportunities to establish the CRC as a permanent position.

Task 3.1. Semi-Annual and Final Reports: The CRC will submit three (3) semi-annual progress reports summarizing progress made to-date for the following reporting periods: October 1, 2022-March 31, 2023; April 1, 2023-September 30, 2023; and October 1, 2023-March 31, 2024.

MILESTONE(S) AND DATE OF COMPLETION:

- CRC hiring process initiated (**upon award notification**) and CRC hired (**October 2022**)
- CRC attendance at department, board, and committee meetings; participation in CHAT and CAW (**ongoing**)
- Land use permit applications reviewed for coastal resilience (**ongoing**)
- Implementation status of coastal resilience recommendations reported (**quarterly**)
- Newsletter disseminated and community learning and listening sessions convened (**quarterly**)
- Floodplain permitting, compliance, and enforcement processes audited (**October 2023**)
- Coastal resilience webpage published (**March 2023**)
- Feedback to evaluate position effectiveness gathered (**January 2024**)
- Project and grant tracking database created, long-term financing options identified, and at least one (1) grant proposal project concept and/or application prepared (**March 2024**)
- 1-3 additional home elevation and/or voluntary buyout projects identified (**March 2024**)

OUTCOME(S) AND DATE OF COMPLETION:

- Town staff, volunteers, CHAT, and CAW are informed of coastal resilience issues in Hampton (**March 2024**)
- Progress and accountability in implementing coastal resilience recommendations (**March 2024**)
- Amendments to zoning and land use regulations drafted (**March 2024**)
- Hampton is better positioned to take advantage of federal funding for resilience (**March 2024**)
- Floodplain administration and permitting is efficient and compliant (**March 2024**)
- Community-led flood mitigation and relocation program fully operationalized (**March 2024**)
- Hampton residents are informed and support coastal resilience initiatives (**March 2024**)
- Position effectiveness and long-term options for extension are evaluated (**March 2024**)
- Three (3) semi-annual progress reports (**April 2023, October 2023, March 2024**)

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 NOAA's Office for Coastal Management under the Coastal Zone Management Act 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, final work products shall include sans-serif fonts, 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 Grant Amount

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

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

The total reimbursement shall not exceed the grant award of \$158,341.

Town of Hampton



CERTIFICATE

I, Shirley Doheny, Town Clerk of the Town of Hampton, do hereby certify that:

- (1) I am the duly elected Town Clerk;
- (2) at the meeting held on September 12, 2022, the Town of Hampton Board of Selectmen voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Town of Hampton Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

James Sullivan

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of the Town of Hampton, this 19th day of September 2022.

Shirley Doheny, Town Clerk

JULIE E. GLOVER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
March 23, 2027



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Hampton 100 Winnacunnet Road Hampton, NH 03842		Member Number: 191	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2021 7/1/2022	7/1/2022 7/1/2023	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange	
			By: <i>Mary Beth Purcell</i>	
NH Department of Environmental Services Hazen Dr PO Box 95 Concord, NH 03302			Date: 6/6/2022 mpurcell@nhprimex.org	
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax	

**Attachment A
Budget Estimate**

Item	Federal	Non-Federal	Match Type (C/K)*	Total
Personnel	\$90,000	-	-	\$90,000
Fringe	\$66,793	-	-	\$66,793
Equipment	-	-	-	-
Travel	\$348	-	-	\$348
Supplies	-	-	-	-
Sub-Contractual	-	-	-	-
Construction	-	-	-	-
Other	\$1,200	-	-	\$1,200
Indirect	-	-	-	-
TOTALS	\$158,341	-	-	\$158,341

* Match Type: Indicate "C" is cash match; "K" if in-kind