



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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October 8, 2024

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 enter into a **SOLE SOURCE** agreement with the Town of Hampton (VC #177399-B001), NH, in the amount of \$50,060 for the *Coastal Hazard Preparedness and Resilience project*, effective upon Governor and Council approval through September 30, 2025. 100% Federal Funds.

Funding is available in the following account.

	<u>FY 2025</u>
03-44-44-442010-1209-072-500574	\$50,060
Dept. of Environmental Services, Coastal Resilience, Grants- Federal	

EXPLANATION

NHDES requests approval to enter into a **SOLE SOURCE** agreement with the Town of Hampton (Town) for Hampton's coastal hazard preparedness and resilience projects. This agreement is **SOLE SOURCE** because the Town is explicitly identified as a subawardee in the NHDES Coastal Program's FFY2022 National Oceanic and Atmospheric Administration Project of Special Merit federal award for building community-led resilience in coastal New Hampshire, and appropriated funding cannot be used for any other purpose.

The purpose of the project is to build the Town's coastal resiliency program to implement a coastal resilience vision and action plan. 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. This project aims to improve the Town's ability to recover from flood and storm events, as well as properly plan, develop guidelines and ordinances, organize and maintain compliance and manage development. Town staff capacity has been limited, and this project will help the Town build capacity. The Town's ability to advance floodplain management priorities and resilience initiatives hinges on improving internal communication and coordination, developing, financing, and implementing coastal resilience projects, and improving resident awareness and support through education and outreach.

Total project costs for this agreement are \$50,060. A budget breakdown is provided in Attachment A. In the event that 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 Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 0302-0095	
1.3. Grantee Name Town of Hampton		1.4. Grantee Address 100 Winnacunnet Road, Hampton, NH 03842	
1.5. Grantee Phone # 603-926-3202	1.5. Account Number 03-44-44-44410-1209-72-500574	1.7. Completion Date September 30, 2025	1.8. Grant Limitation \$50,060
1.9. Grant Officer for State Agency Kirsten Howard, Coastal Program		1.10. State Agency Telephone Number 603-559-0020	
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 NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Melissa Teles, Assistant Attorney General, On: 10/10/24			
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 A (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 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.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member 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

- 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.

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

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."

Project Goal: The goal of this Agreement is to build a coastal resiliency program to implement a coastal resilience vision and action plan for our residents, businesses, visitors and our infrastructure. Climate Ready Hampton (CRH), a municipal based task force - initially consisting of the Planning Director, Conservation Commission Coordinator, Director of Public Works, Building Inspector and future Climate Resilience Coordinators (CRC)(s), will be engaged to support and collaborate with partners, to oversee and lead synergized resiliency efforts for Hampton into the future. The CRH will be purposed with removing social barriers and confirming and/or expanding municipal authority to plan, permit, and operationalize planned coastal resilience projects throughout Hampton and within Hampton's sections of the regional estuary.

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

Task 2.2.1a Municipal Coordination and Collaboration: Climate Ready Hampton will (1) provide updates at the weekly Manager's meeting on the coastal resilience efforts and ongoing coastal resilience initiatives of each respective Townwide Department head, intended to inform and receive feedback related to the ongoing work and/or concerns and needs from other Townwide Departments. (2) CRH will initiate regular standing meetings (CRH Connects Meetings) with the New Hampshire Coastal Program (NHCP) and Rockingham Planning Commission (RPC) to discuss regional opportunities, community priorities, share experiences and knowledge; (3) As members of CRH, each respective member will continue to promote public engagement, collaboration and outreach by initially providing volunteer boards and community members with CRH Task Force Updates, posting educational and informative information to the Coastal Resilience Section of the Town's Website and Social Media; and (4) CRH will continue to reach out to partners who are defining Coastal Resilience.

- *Estimated Timeframe:* Upon Governor & Council Approval – September 30, 2025
- *Milestones:* CRH becomes an operational task force for Hampton's Coastal Resilience efforts; Department Heads meet weekly to invoke perspective, provide updates and share information with other Department Staff; CRH meets at least monthly with the NHCP and RPC with an agenda that includes: sharing resources and announcements, action items/progress updates, and new business (project opportunities); CRH initially promotes continued public engagement, collaboration and outreach through Planning Board, Conservation Commission and Board of Selectman meetings, website and social media postings with future plans for public education outreach sessions.

Task 2.2.4.a Land Use Permit Tracking Database: Climate Ready Hampton will expand upon the Resilience Land-Use Permitting Reviews Database by: (1) adjusting town wide applications to include whether a property is located in the SFHA Zone or routinely floods; reviewing applications and tracking comments and projects for the Planning Board (including PRC, Site Plan/Subdivision Approvals and Town Wetland Permits), DPW Permits applications (Driveway, Excavation and Sewer), Building Permits (Building, Demolition Electrical and Mechanical Permits) and Zoning Board Approvals (Variances); and (2) integrating this information in Task 2.4.2a.

- *Estimated Timeframe:* Upon Governor & Council Approval – September 30, 2025
- *Milestones:* Updated applications to require applicants to identify properties that are within the SHFA or have existing flooding vulnerabilities; CRH maintains and update the Resilience Land-Use Permitting Reviews Database; Permits are tracked through People GIS and Forerunner (New Software for Flood Development Compliance Tracking see Task 2.4.2a: Floodplain Management).

Task 2.3.1a Costal Resilience Efforts Database: The Coastal Resilience Efforts, Hampton NH Database will serve as the foundation for the proposed Coastal Resilience Road Map. CRH will continue to track ongoing and future coastal resilience efforts by (1) maintaining the Coastal Resilience Efforts, Hampton NH Database, information will be shared and each respective member of CRH will update the database for their Department; (2) incorporating projects that have been prioritized and identified by the Masterplan Implementation Committee (MPIC), projects within the Town’s Hazard Mitigation Plan (Recently approved by FEMA) and projects included in the Town’s Capital Improvement Plan.

- *Estimated Timeframe:* Upon Governor & Council Approval – September 30, 2025
- *Milestones:* CRH monitors the maintenance and expands upon the Coastal Resilience Efforts, Hampton NH Database with existing known initiatives.

Task 2.3.5a Support for Financing Options: CRH working with project partners will (1) develop educational resources that define what options are available to municipalities related of long-term resilience financing options (e.g., what it means and what is required to - establish a Coastal Resilience Fund with the RPC authorized under RSA 36:53-a, create a non-lapsing Coastal Resilience Incentive Zone (CRIZ) fund authorized under RSA 79-E:4-a, collect resilience fees, and other options that may be identified (2) present the education material to the BOS for discussion and direction on moving an option or options forward; and (3) hold at least two meetings with the community to understand their knowledge and concerns related to long-term financing options; and (4) prepare one Warrant Article for 2026 to be presented to the BOS, Budget Committee and, with authorization, to the Voters of Hampton.

- *Estimated Timeframe:* Upon Governor & Council Approval – September 30, 2025
- *Milestones:* Completion of education materials, presentation to BOS for direction/decision on options; two public meetings for collaborations; and preparation of a warrant article for March 2025 Town Meeting.

Task 2.4.2a Floodplain Management: CRH will continue to look at opportunities to identify areas that could be strengthened based on the Menu of Higher Floodplain Regulation Standards for New Hampshire Communities by working with project partners to identify at least one additional standard to review with the community, appropriate Boards and ultimately 2026 Town Meeting to strengthen development with floodplain areas. As part of this task, Hampton will (1) purchase the Forerunner software to implement within the Town's Building Department; (2) commit to budgeting the yearly maintenance costs after the first year; (3) provide a demonstration to NHCP and other interested partners once it is implemented; and (4) include a summary of how the program is operating in the final grant report.

- *Estimated Timeframe:* Upon Governor & Council approval – September 30, 2025
- *Milestones:* Identify Floodplain Standard to be strengthened, presentation of proposed change to community and appropriate Boards, purchase and install Forerunner Software; integrate with existing PeopleGIS Permitting/Database Software; populate needed information for ongoing permits; provide demonstration; summary of effectiveness in final report.

Task 2.5.2a VEPAR: CRH along with project partners, will continue the progress made with the VEPAR program by (1) using the VEPAR Framework to create the necessary documents and Formal VEPAR program; (2) reviewing the Gantt Chart to realign efforts and timelines based on current and proposed staffing capacity; (3) Completing and publishing the LOI; (4) Selecting applicant(s) to move through the process (with BOS Approval); (5) Submitting at least 2 applications to FEMA for the VEPAR Program; (6) working with the applicant to advance the project process by providing guidance and support as required; (7) updating the Coastal Resilience Program Website with educational and VEPAR related materials; and (8) providing at least 2 program update public sessions on the program.

- *Estimated Timeframe:* Upon Governor & Council Approval – September 30, 2025
- *Milestones:* Completed LOI, Select Applicant for Application, Provide on-going support for residents, educational materials, VEPAR Program Resource Documents, updated website, meeting announcements, agenda and minutes.

Task 2.8.1a Semi-Annual and Final Reports: The Town will submit three (3) semi-annual progress reports summarizing progress made to-date for the following reporting periods: Upon Governor & Council Approval -March 31, 2025; and April 1, 2025 -September 30, 2025. The Town will submit one (1) final report summarizing work from Governor & Council Approval to September 30, 2025, completed by September 30, 2025. The final report will include a statement summarizing the Town of Hampton's staff capacity needs to enable priority coastal resilience work to continue beyond available grant funding.

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. Documentation of reimbursable 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 \$50,060.

Town of Hampton



I, Tracy Hamilton, hereby certify that I am duly elected Clerk of Town of Hampton.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Selectmen, duly called and held on September 9, 2024, at which a quorum of the Selectmen were present and voting.

VOTED: That James Sullivan, Town Manager, is duly authorized to enter into contracts or agreements on behalf of the Town of Hampton with the State of New Hampshire with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 9/11/2024

ATTEST: Tracy Hamilton
Town Clerk



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 PO Box 23 Hooksett, NH 03106-9716	
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) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$ 2,000,000
			Aggregate	\$ 10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
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
NH Department of Environmental Services 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			By: <i>Mary Beth Purcell</i>
			Date: 9/9/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
Budget Estimate**

Item	Amount
Personnel	-
Fringe	-
Equipment	-
Travel	\$335
Supplies	\$17,175
Sub-Contractual	\$32,550
Construction	-
Other	\$0
Indirect	-
TOTALS	\$50,060

J
2/10/24