



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



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November 4, 2024

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a contract with the Town of Hampton (VC #177399-B001), NH, in the amount of \$28,400 for the *Enhancing Coastal Resilience Through Strategic Project Organization and Outreach* project, effective upon Governor and Council approval through June 30, 2026. 100% Federal funds.

Funds are available in the following account:

	<u>FY 2025</u>
03-44-44-442010-3642-072-500574	\$28,400
Dept. of Environmental Services, Coastal Zone Management, Grants for Local Gov't- Federal	

**EXPLANATION**

NHDES requests approval to enter into a contract with the Town of Hampton to complete the Enhancing Coastal Resilience Through Strategic Project Organization and Outreach project (the Project). The NHDES Coastal Program (NHCP) issued a Request for Proposals (RFP) on April 19, 2024, for coastal community and habitat resilience projects. Projects eligible to receive funding from NHCP's competitive Coastal Resilience Grant funding opportunity included projects that build neighborhood, grassroots, or municipal capacity for coastal resilience work; integrate coastal flood risk guidance into local plans and regulations; and site-specific projects that increase the resilience of physical assets. Four eligible proposals were received and ranked according to selection criteria and selection committee discussion. Four proposals were selected, and all accepted to receive funding, including the proposal submitted by The Town of Hampton for the Project. A scoring matrix that includes a list of the selection committee, along with their titles and level of experience is provided in Attachment B.

The Town of Hampton (Hampton) will work with a Consultant to continue and expand Hampton's efforts in organizing and streamlining coastal resilience projects. This includes the development of a road map that will identify gaps in current efforts, highlight projects prioritized by multiple partners or stakeholders, outline feasible next steps for ongoing and completed projects, identify opportunities for collaboration to reduce redundancy, and ultimately evaluate the funding landscape to create a project Road Map for when funding opportunities arise.

Hampton is faced with more frequent and impactful flooding events, and combined with sea-level rise, the community is facing challenges that no longer allow them to just simply co-exist with their surroundings. More frequent and routine flooding is impacting daily services such as trash collection, mail service and simply being able to get in and out of the home and up and down the road. While the

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Town of Hampton has been able to imagine a framework for coastal resilience efforts, they acknowledged a need for additional capacity to build upon the work done, and for a more coordinated and sustained effort amongst the Town, partners, and community through building knowledge and trust.

Total project costs are budget at \$41,251. NHDES will provide \$28,400 of the project costs through this federal grant. Hampton will provide \$12,851 in non-federal matching funds. A budget breakdown is provided in Attachment A.

In the event federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", is written over a horizontal line.

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.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> PO Box 95, Concord, NH 03302	
<b>1.3. Grantee Name</b> Town of Hampton		<b>1.4. Grantee Address</b> 100 Winnacunnet Rd., Hampton, NH 03842	
<b>1.5. Grantee Phone #</b> 603-926-3202	<b>1.6. Account Number</b> 03-44-44-442010-3642-072-500574	<b>1.7. Completion Date</b> June 30, 2026	<b>1.8. Grant Limitation</b> \$28,400
<b>1.9. Grant Officer for State Agency</b> Kirsten Howard, NHDES Coastal Program		<b>1.10. State Agency Telephone Number</b> 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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> James Sullivan, Town Manager	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: 		Assistant Attorney General, On: 11/15/2024	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
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 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 or 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 intend 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**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XII) **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Number (UEI), and all applicable Executive Compensation Data information as required under the FFATA. The UEI is JNCKSK9ATN99.

**Exhibit B**  
**Scope of Services**

**Project Title:** Town of Hampton Enhancing Coastal Resilience Through Strategic Project Organization and Outreach

**Project Goal:** The goal of this project is to develop a Road Map through which the Town of Hampton is able to sustain previous and ongoing efforts and effectively plan for next steps as they work towards a long-term, sustainable coastal resilience municipal program. The Town of Hampton will hire a consultant to help align and prioritize their coastal resilience efforts; to optimize funding opportunities as they arise; effectively use funding and available capacity to advance and operationalize priority projects and ideas; and to ensure their priorities reflect the wants and needs of residents and other stakeholders.

For the purpose of this scope and for all future coastal resilience work, "Equitable resilience" refers to the concept of creating and maintaining resilient systems—such as communities, infrastructure, or ecosystems—that not only withstand and recover from the disturbances of coastal flooding and other coastal hazards, but do so in a way that is fair and inclusive to all members of the community. In the context of advancing civic engagement and holding conversations with the public and gathering input on coastal flooding impacts and priorities, equitable resilience emphasizes the importance of:

1. **Inclusivity:** Ensuring that all voices, especially those from marginalized or vulnerable groups, are heard and considered. This means actively seeking out and engaging with diverse community members, including low-income residents, minorities, elderly individuals, and people with disabilities.
2. **Accessibility:** Making information and participation opportunities accessible to everyone. This could involve providing materials in multiple languages or formats, holding meetings at various times and locations to accommodate different schedules, and using various communication methods to reach a broader audience.
3. **Fairness:** Addressing the unequal distribution of resources, risks, and benefits. This involves recognizing that some neighborhoods and individuals may be more affected by coastal flooding than others and ensuring that support and resources are distributed in a manner that addresses these disparities.
4. **Transparency:** Being open and clear about decision-making processes, criteria, and outcomes. This builds trust and ensures that community members understand how their input is being used and wherever possible, putting the decision-making power in the hands of those most affected.
5. **Collaboration:** Working together with community members, local organizations, and stakeholders in a participatory manner. This collaborative approach ensures that solutions are co-created and tailored to the specific needs and contexts of the community. By focusing on resilience equitably, conversations about coastal flooding and community engagement become more than just a technical discussion about infrastructure and emergency response; they become a platform for fostering social justice, community empowerment, and sustainable development.

**TASK 1: HIRE CONSULTANT & PROJECT KICK-OFF**

The Town project team (i.e., Hampton DPW Director, Town Planner, Conservation Coordinator, Building Inspector, future Coastal Resilience Coordinator(s) (CRC) and others as deemed relevant) will continue to involve the Board of Selectman (BOS), NHDES Coastal Program (NHCP), and the Rockingham Planning Commission (RPC) in Hampton’s coastal resilience initiatives to ensure transparency and efficiency as this project works to align Town and partner efforts to advance equitable resilience, as defined by the Town of Hampton. The DPW Director and future CRC(s) will serve as the main point of contact for this project.

*Timeframe:* Upon G&C approval – June 2026

*Deliverables:* RFP; Consultant contract; Monthly meetings, including kick-off meeting; Meeting notes; Goal statements.

**Subtask 1.1: Hire Consultant .**

Town project team will prepare an RFP that outlines the work identified in this proposal. Staff will advertise the RFP through its website and external sites. The Town will solicit, review, and select a consultant in accordance with the Town’s Purchasing Policy and Procedures.

*Timeframe:* Fall 2024

**Subtask 1.2: Project Coordination**

Town project team will host a project kick-off meeting with the selected consultant to refine the project scope and discuss the final deliverables. Town project team will provide the consultant with access to existing relevant resources, reports, GIS data, databases, and other material. The Consultant will meet with Climate Ready Hampton monthly and as needed with specific team members throughout the duration of the project. 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 CRC(s), will be engaged to support and collaborate with partners, to oversee and lead synergized resiliency efforts for Hampton into the future.

*Timeframe:* Fall 2024-June 2026

**Subtask 1.3: Define Measurable Goals**

Town project team will collaborate with the consultant to establish clear project goals. This will involve detailing measurable objectives, such as categorizing coastal resilience projects and determining the number of projects per category to prioritize during the charrette and public engagement process. The goals will be aligned with the definition of coastal resilience, provided above.

*Timeframe:* January 2025

**TASK 2: CRE REVIEW & GAPS ANALYSIS**

The Consultant will review and enhance the Town’s existing Coastal Resilience Efforts (CRE) database, incorporating any new information and refining the format. A preliminary list of gaps, such projects that address specific geographic locations, natural resources,

Grantee Initials *JS*  
Date 10/28/24

populations, or vulnerabilities, along with research or data needs that are not listed in the CRE database will be identified.

*Timeframe:* January 2025-October 2025

*Deliverable:* Updated CRE Database; Gap Analysis.

**Subtask 2.1: CRE Audit**

The Consultant will categorize the list of existing projects, highlight projects that are interdependent or sequential, and identify any ongoing or planned projects at the regional or state level that are relevant to coastal resilience in Hampton. The Consultant will develop visual aids to classify the variety of projects already captured in the database and those that are missing. Gaps will be reviewed and refined with Town project team and through input from the community.

*Timeframe:* January 2025 - April 2025

**Subtask 2.2: Finalize Gap Analysis**

The Consultant will prepare a final gap analysis based off the findings in Task 3.1 and Task 4. This information will be summarized into a short report and incorporated into the Coastal Resilience Road Map.

*Timeframe:* September 2025 - October 2025

**TASK 3: STAKEHOLDER ENGAGEMENT**

The Consultant, with support from Town project team, will develop two in-person charrettes as outlined in Subtask 3.1. The charrettes will be designed to build trust and share information as well as open a dialogue between all stakeholders equitably. SHEA, CHAT, Hampton Planning Board, Hampton Beach Area Commission, NH Sea Grant, NHDES Coastal Program, Young Fishermen’s Alliance, and RPC will be invited to attend the event and if interested, they are welcome to help facilitate. The Consultant will thoroughly prepare them by reviewing resources about equitable civic engagement and provide a strategy to help facilitators strive to reach consensus.

*Timeframe:* May 2025 - September 2025

*Deliverables:* Charrette agendas, outlines, and facilitator notes; charrette invitations and outreach materials; event notes and feedback summary.

**Subtask 3.1: Develop Charrette(s) & Conduct Outreach**

The Consultant with support from Town project team will design the charrettes and prepare the facilitators to help attendees develop a strategy for prioritizing projects within defined categories. The Consultant will ensure that attendees have the opportunity to participate in a small group, one-on- one and/or anonymously through written feedback. All community members will be encouraged to attend the charrettes.

*Timeframe:* May 2025

**Subtask 3.2: Conduct Outreach**

The events will be advertised in a variety of locations and online platforms and through partner networks. Additionally, the consultant will send invitations to the identified partners and to at least 50 residents, targeting those who have previously

expressed interest in Hampton's coastal resilience work and who live in vulnerable neighborhoods. The consultant will connect those who wish to participate but are unable to attend the charrettes with others (who were or were not able to attend) or have the opportunity to provide thoughts, comments, or questions directly to the consultant. Those who are invited to the charrettes will also be connected to other community groups and resources such as CHAT or FRN so they are able to continue with meaningful engagement beyond the scope of this project.

*Timeframe:* May – June 2025

**Subtask 3.3: Hold Charrette(s) & Analyze Input**

The Consultant, with the Town project team and partners, will convene two charrettes. The consultant will record and capture notes of the information obtained from the charrettes and will share the information with all attendees via a feedback summary. Additionally, the consultant will incorporate this information into the CRE database where appropriate and into the Coastal Resilience Road Map.

*Timeframe:* July 2025- September 2025

**TASK 4: REVIEW FUNDING OPPORTUNITIES & GRANT PROPOSAL**

Building off prior efforts to identify the funding landscape through Project RECAP, the Consultant will identify state, federal, and other funding opportunities (including potential sustainable municipal funding options) for the coastal resilience projects within the Road Map.

*Timeframe:* September 2025 – June 2026

*Deliverable:* Funding opportunity spreadsheets; grant proposal.

**Subtask 4.1: Inventory Funding Opportunities and Prepare Grant Proposal**

The Consultant, with support from Town project team, will prepare a spreadsheet of funding opportunities that could support the CRE priority projects. The consultant, with support from Town project team, will prepare at least one grant proposal. The grant proposal will advance one or more priority projects identified through the project prioritization process described in Activities 3 and 4. It is the intent that the grant proposal would be submitted prior to June 2026. In the event that the optimal grant opportunity does not align with the project period of this grant, a detailed project workplan, schedule, funding, and engagement methods for a priority project would be developed and ready to incorporate into a proposal when the grant opportunity opens.

*Timeframe:* September 2025 - June 2026

**TASK 5: COASTAL RESILIENCE ROAD MAP AND PRESENTATION**

The Consultant, with support from Town project team, will design an interactive and user friendly, public-facing Road Map that lays out the next steps for existing, ongoing, and prioritized projects. The Consultant will present the findings of the Coastal Resilience Road Map at a public meeting.

*Timeframe:* November 2025 - February 2026

*Deliverable:* Coastal Resilience Road Map; Presentation and materials.

**Subtask 5.1: Finalize Road Map**

The Consultant will finalize the Coastal Resilience Road Map which will include a funding schedule for priority projects within the Road Map that outlines the source of funding and a timeline for developing proposals and implementing projects. The Road Map will incorporate visuals to show project sequencing and interconnectivity where relevant. The updated CRE will be included in the appendix.

*Timeframe:* November 2025 - January 2026

**Subtask 5.2: Presentation to the Public**

The Consultant and Town project team will invite charrette participants and other interested stakeholders to attend a public presentation of the Road Map that will also serve as a celebration and a "thank you" to all who help develop the Road Map. Charrette participants will be invited to join the presentation to share information about specific priority projects. The presentation will be advertised, members of the public will be encouraged to attend, and a meal will be provided.

*Timeframe:* February 2026

**TASK 6: MEANINGFUL ENGAGEMENT TRAINING**

At least one staff from the Town project team and the Consultant will participate in a Meaningful Engagement Training Activity organized by the NH Coastal Program. Required participation will not exceed four hours of time.

*Timeframe:* February - March 2025

*Deliverables:* Attendance at meaningful engagement training

**TASK 7: PROJECT MANAGEMENT**

This will include project initiation such as developing the RFP and hiring the consultant as well as a kick-off meeting, project reporting, and oversight throughout the duration of the project. Staff will prepare and submit interim and final reports to NHDES to track progress and keep the project team accountable.

*Timeframe:* Upon Governor & Executive Council Approval - June 30, 2026

*Deliverables:* Three (3) semi-annual interim progress reports that summarize progress on listed tasks. They will be due at the end of December and end of June, covering the periods from the project start date through the semi-annual interim progress report deadlines but not including the final six month period of the project. One (1) final cumulative report that summarizes all project activities and includes deliverables will be due at the project end date (June 30, 2026).

**DELIVERABLES AND ESTIMATED END DATES**

**Task 1**

- RFP (Fall 2024)
- Consultant contract (December 2024)
- Kick-off meeting (January 2025)
- Goal statements (January 2025)
- Project team/consultant meetings and meeting notes (monthly throughout project period)

Grantee Initials *JS*  
Date 10/28/24

**Task 2**

- Updated CRE Database (April 2025)
- Gap Analysis (October 2025)

**Task 3**

- Charrette agendas, outlines, and facilitator notes (May 2025)
- Charrette invitations and outreach materials (June 2025)
- Two charrettes completed (September 2025)
- Event notes and feedback summary (September 2025)

**Task 4**

- Funding opportunity spreadsheets (January 2026)
- Grant proposal (June 2026)

**Task 5**

- Coastal Resilience Road Map (January 2026)
- Presentation and materials (February 2026)

**Task 6**

- Meaningful engagement training (February/March 2025)

**Task 7**

- Semi-annual reports (due June and December through project period, except for final 6-month period)
- Final report (project end date)

**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 Contract Price**

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

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

The total reimbursement shall not exceed the grant award of \$28,400. Matching funds provided by the Contractor shall total at least \$12,851 of non-federal cash and in-kind services.

# 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 October 23, 2024, at which a quorum of the Selectmen were present and voting.

**VOTED:** To apply and accept funding and enter into a contract with the New Hampshire Department of Environmental Services and to duly authorize James Sullivan, Town Manager, to enter into contracts or agreements on behalf of the Town of Hampton 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. 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: 10/28/2024

ATTEST: [Signature]

## STATE OF NEW HAMPSHIRE

### County of Rockingham

On this the 28 day of October, 2024 before me Kristi Pulliam the undersigned officer, personally appeared Tracy Hamilton who acknowledged himself to be the Town Clerk of the Organization being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

[Signature]

(Notary Public Signature)

KRISTI PULLIAM, Notary Public  
My Commission Expires February 3, 2026

Commission Expiration Date:  
(Seal)



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Town of Hampton 100 Winnacunnet Road Hampton, NH 03842		<b>Member Number:</b> 191	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> 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"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <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"/> <b>Automobile Liability</b> 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"/> <b>Workers' Compensation &amp; Employers' Liability</b>	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"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
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: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**Attachment A  
Town of Hampton**

**PROJECT BUDGET**

<b>Item</b>	<b>Federal (NHCP)</b>	<b>Non-federal</b>	<b>Match Type</b>	<b>Total</b>
<b>Personnel</b>	-	9,177	In-kind	9,177
<b>Fringe</b>	-	3,674	In-kind	3,674
<b>Equipment</b>	-	-	-	-
<b>Travel</b>	-	-	-	-
<b>Supplies</b>	2,000	-	-	2,000
<b>Sub-Contractual</b>	26,400	-	-	26,400
<b>Other</b>	-	-	-	-
<b>Indirect</b>	-	-	-	-
<b>Totals</b>	28,400	12,851	-	41,251

**Attachment B**  
**Grant Proposal Scoring Matrix**

Applicant	Project Title	Reviewers												Avg.	Rank
		A	B	C	D	E	F	G	H	I	J	K	L		
City of Portsmouth	Resilient Wetlands: Enhancing Coastal Protection and Water Quality	50	41	42	33.5	43	41	40	41	35	34	46	45	40.96	1
Town of Exeter	NH Community-Centered Approach for Enhancing Climate Resilience in Exeter's Swasey Park	36	44	41	33.5	41	41	42	43	36	40.5	44	43	40.42	2
The Nature Conservancy	Restoration Planning for Climate Resilience, Biodiversity, and Ecosystem Function	45	41	42	33	42	40.5	38	38	35	41.5	37	43	39.67	3
Town of Hampton	Enhancing Coastal Resilience Through Strategic Project Organization and Outreach	38	41.5	44	32	40	40.5	41	40	35	42.5	37	43	39.29	4

**Review Team Members:**

- Abigail Lyon - Community Engagement Manager for the Piscataqua Region Estuaries Partnership (PREP) and Co-Chair for the NH Coastal Adaptation Workgroup (NHCAW), 10 years of community experience in the coastal watershed on coastal resilience, water quality, and natural resources
- Aidan Barry - Coastal Resilience & Habitat Specialist, NHDES Coastal Program, 4 years of habitat restoration work
- Becca Katz - Coastal Resilience Grants Specialist, NHDES Coastal Program, 2 years of grants management and application experience and 1.5 years of coastal resilience policy
- Christian Williams - Program Coordinator, NHDES Coastal Program, 18 years of coastal and ocean policy and regulatory experience
- Jennifer Gilbert, Resilience Project Manager, NHDES Coastal Program, 26 years of environmental planning and project and grant management experience.

- **Kate Swails**- New England Coastal Program Liaison, NOAA Office for Coastal Management. 18 years at NOAA in various roles (permitting, natural resource policy development, community engagement, and communications).
- **Kevin Lucey** - Habitat Coordinator, NHDES Coastal Program, 20 years of habitat assessment and restoration work
- **Kirsten Howard** - Resilience Program Coordinator, NHDES Coastal Program, 15 years of coastal resilience policy and project management experience and Co-Chair for the NH Coastal Adaptation Workgroup (NHCAW)
- **Lisa Wise** - Climate Adaptation Program Manager, NH Sea Grant and UNH Extension, 8 years of coastal resilience related outreach and engagement experience
- **Lucy Perkins** - NOAA Coastal Management Fellow, NHDES Coastal Program, 5 years of experience in municipal government, with a focus on coastal resilience program management, and master's degree in urban and environmental planning and policy
- **Polly Crocker** - Watershed Management Specialist, NHDES Coastal Program, 15 years of stormwater management and project management experience