



The State of New Hampshire
Department of Environmental Services



Handwritten initials.

Robert R. Scott, Commissioner

Handwritten number 88.

January 10, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with the Nature Conservancy-NH (VC#177785-B002), Concord, NH, in the amount of \$30,000 for the *Restoration Planning for Climate Resilience, Biodiversity, and Ecosystem Function* project, effective upon Governor and Council approval through June 30, 2026. 100% Federal funds.

Funds are available in the following account:

03-44-44-442010-3642-072-500575	<u>FY 2025</u>
Dept. of Environmental Services, Coastal Zone Management, Grants-Federal	\$30,000

EXPLANATION

NHDES requests approval to enter into a grant agreement with the Nature Conservancy-NH (TNC) to complete the Restoration Planning for Climate Resilience, Biodiversity, and Ecosystem Function 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 Nature Conservancy 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.

TNC will work at three priority marsh sites in the Great Bay Estuary. The salt marshes of the Great Bay Estuary are in decline due to the combined impacts of sea-level rise, remnant agricultural alterations from historical marsh use, historical mosquito ditching, invasive species, and surrounding development. Traditionally, salt marsh restoration activities have focused on the dominant or co-dominant plant species of the major salt marsh zones (high and low marsh), ignoring many plant species that are rare, uncommon, or culturally important. The Project will fill an information gap, by providing critically important information about the current condition of and conservation opportunities for select rare, uncommon and culturally important plant species so there can be more species diversity incorporated into restoration plans and implementation.

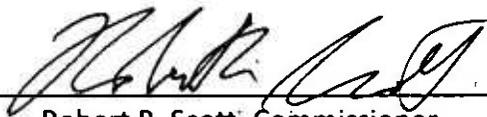
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The three marsh sites included in this project are priority breeding habitat for the salt marsh sparrow (candidate species for federal listing as Endangered). Restoration success at these sites would ideally balance the goals for both rare bird and plant species while restoring the resilience of the marsh and its overall health and function. TNC will work to 1) address an existing identified knowledge gap by surveying the three priority marsh sites for rare, uncommon, and bioculturally significant plant species; 2) compile a robust dataset of existing relevant biological data to marsh restoration planning; and 3) collaboratively develop goals for marsh restoration and/or activities to facilitate marsh migration at these three priority marsh sites in NH.

Total project costs are budget at \$45,521. NHDES will provide \$30,000 of the project costs through this federal grant. TNC will provide \$15,521 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.



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 NH Department of Environmental Services		1.2. State Agency Address PO Box 95, Concord, NH 03302	
1.3. Grantee Name <i>The Nature Conservancy</i>		1.4. Grantee Address <i>22 Bridge St, Concord, NH 03301</i>	
1.5 Grantee Phone # <i>(603) 224-5853</i>	1.6. Account Number 03-44-44-442010-3642-072-500575	1.7. Completion Date June 30, 2026	1.8. Grant Limitation \$30,000
1.9. Grant Officer for State Agency Aidan Barry, NHDES Coastal Program		1.10. State Agency Telephone Number 603-559-9189	
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 <i>Jeffrey Lougee 12-10-24</i>		1.12. Name & Title of Grantee Signor 1 Jeffrey Lougee, Director of Land Management	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <i>Robert R. Scott</i>		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: <i>Melissa Feres</i> , Melissa Feres Assistant Attorney General, On: <i>1/16/25</i>			
1.16. Approval by Governor and Council (if applicable) By: _____ On: <i>1/1</i>			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- 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

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 THG1JDUEQKQ8.

Exhibit B
Scope of Services

Project Title: The Nature Conservancy: Restoration Planning for Climate Resilience, Biodiversity, and Ecosystem Function

Project Goal: The overall goal of this planning project is to bring experts together to share knowledge and collaborate on the development of comprehensive Site Assessments for three priority salt marsh sites. Project locations include: Lubberland Creek Preserve (Newmarket), Chapman's Landing (Stratham), and the Stevens Property (Stratham). The specific goals are to 1) address an existing identified knowledge gap by surveying the three priority marsh sites for rare, uncommon, and bioculturally significant plant species; 2) compile a dataset of existing relevant biological data to marsh restoration planning; and 3) collaboratively develop a deeper understanding of the threats and opportunities to enhance marsh resilience and migration at three priority marsh sites in NH.

TASK 1: DRAFT SITE ASSESSMENT

Develop a memo of the site history, available data, and current conditions.

Timeframe: January – June 2025

Deliverable: Draft Site assessments for the 3 project areas identifying all available data, summarizing the current conditions, and results of site-based research/analyses.

Sub-task 1.1: Kick-off team meeting to define botanical survey boundaries (as relates to sea-level rise and marsh migration projections); identify relevant available information; and develop site memo template.

Timeframe: January – February 2025

TASK 2: DATA COLLECTION & ASSEMBLY

Available data will be collated into a single, spatial database using ArcGIS online.

This data will be made available for Partners and public use, however, data will be stored and shared according to NH Natural Heritage Bureau (NHB) protocols for protecting sensitive data as relates to populations of rare and unique plant species; and NOAA's guidance for data sovereignty and protection of sensitive information as related to the collection and sharing of Indigenous Knowledge (as relates to sweetgrass or other bioculturally significant plant species that may be identified on sites). List of publicly available data incorporated into the geodatabase, to be shared with NHDES and NOAA.

Timeframe: January 2025 – June 2026

Deliverable: Shared cloud-based geodatabase with relevant biological, historical, and geophysical data compiled.

TASK 3: PLANT SURVEY

Complete plant surveys and update historical and existing rare plant records. Document select rare and culturally significant plant species current population status, microhabitat conditions, ecophysiological adaptations, ecological interdependencies; and assess present viability of individual rare and uncommon species populations; assess suitability of potential migration and

restoration areas; explore seed collection potential and key factors for germination and establishment for select species. Data will be collected by NH Natural Heritage Bureau and Coastal Maine Botanical Gardens staff according to the standard Natural Heritage population and natural community assessment procedures.

Timeframe: June 2025 – June 2026

Deliverables: Summary report of botanical findings to include: maps, populations and site conditions assessments.

Subtask 3.1: Hire Botanical Experts

The Project Team will hire botanical experts with experience in salt marsh ecology and an understanding of the climate change impacts on rare and uncommon plant species both within these marshes and the regions for graphic design work.

Timeframe: January – February 2025

Subtask 3.2: Journal to document team's approach to Indigenous partner engagement

Appendix to plant survey final report that journals or documents our team's acknowledgement of best practices for engaging Indigenous partners in this project (including adoption and implementation of the NOAA guidance on data sovereignty and protection of sensitive information as relates to the collection and sharing of Indigenous Knowledge).

Timeframe: January 2025 – June 2026

TASK 4: FINAL SITE ASSESSMENTS SUMMARIES

Final Site Assessments will include a summary of existing geospatial data, results of botanical field work, and an analysis of the data to complete a threats assessment towards identifying current and anticipate impairments for the three project sites. Salt Marsh Task Force members will be invited to join the project team's review of the comprehensive resources for each site to collaboratively develop our understanding of existing and anticipated threats and opportunities to salt marsh resilience and migration, and to identify Partners to bring into next Phase of restoration planning at these sites. Written Problem Statements summarizing the threats assessment will be added to the site assessment memos (Task 1) and be used to seek additional funding to progress with restoration planning for these sites.

Timeframe: December 2025 – June 2026

Deliverables: FINAL Site Assessments for the 3 project sites (to include: summary of geospatial data, botanical field work, results of collaborative threats/opportunities assessment, recommendations for partner collaboration, and problem statements).

Sub-task 4.1: Workshop with Salt Marsh Task Force members to review draft Site Assessment Memos, botanical survey results, and geospatial data for each project site. Collaborate on development of threats assessment and identification of opportunities to enhance resilience and migration potential in preparation for a larger restoration planning effort at the three project sites.

Timeframe: March – April 2026

TASK 5: ENGAGEMENT TRAINING

At least one member of the project team staff and/or the consultant will participate in the NHDES Engagement Training Activity.

Timeframe: February/March 2025

Deliverables: Attendance at meaningful engagement training

TASK 6: PROJECT MANAGEMENT

This will include project initiation 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: Up to three (3) semi-annual interim progress reports that summarize progress on listed tasks. They will be due every 6 months in December and June until the end of the grant. One (1) final cumulative report that summarizes all project activities and includes deliverables, due June 30, 2026.

DELIVERABLES AND ESTIMATED END DATES:

Task 1:

- Three (3) Draft Site assessments for the 3 project areas (June 2025)

Task 2:

- Shared cloud-based geodatabase (June 2026)

Task 3:

- Summary report of botanical findings (June 2026)

Task 4:

- FINAL Site Assessments for the three (3) project sites (June 2026)

Task 5:

- Attendance at meaningful engagement training (February/March 2025)

Task 6:

- 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 \$30,000. Matching funds provided by the Contractor shall total at least \$15,521 of non-federal cash and in-kind services.

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CERTIFICATE OF AUTHORITY

I, Hans P. Birle, Assistant Secretary of The Nature Conservancy, do
certifying officer's name certifying officer's title
hereby certify that:

(1) I am the duly elected Assistant Secretary;
certifying officer's title

(2) at the meeting held on September 19, 2023, The Nature Conservancy voted to accept DES funds and to enter into a contract with the Department of Environmental Services;

(3) The Nature Conservancy further authorized the Director of Land Management for the New Hampshire Business unit to execute any signatory's title documents which may be necessary for this contract;

(4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and

(5) the following person has been appointed to and now occupies the office indicated in (3) above:

Jeff Lougee
Printed name of signatory

IN WITNESS WHEREOF, I have hereunto set my hand at the Providence, Rhode Island office of
(Office of Certifying Officer)

The Nature Conservancy, this 4th day of December, 2024.

Hans P. Birle
Signature of Certifying Officer

STATE OF RHODE ISLAND

County of Providence

On this the 4th day of December, 2024, before me, Katherine Pelletier the undersigned officer, personally appeared Hans P. Birle who acknowledged

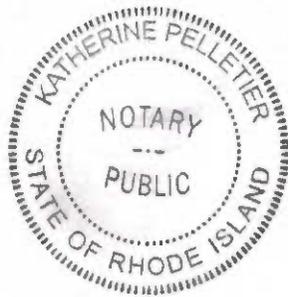
him/herself to be the Assistant Secretary of The Nature Conservancy being authorized so to do, executed the foregoing instrument for the purpose therein contained.

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

Katherine Pelletier
(Notary Public Signature)

ID# 764375

Commission Expiration Date:
(Seal) 8/1/27



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE NATURE CONSERVANCY is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 75056

Certificate Number: 0006195482



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Kelly Mitchum	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: KMitchum@alliant.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

The Nature Conservancy
Attn: John Dwoolley
4245 North Fairfax Dr - #100
Arlington, VA 22203-1606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	X		G47312115	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC70304533	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NH-DES Coastal Resilience Grant (contract and grant # TBD) - Salt Marsh Project in Rockingham and Strafford County, NH January 2025 - June 2026
State of New Hampshire Department of Environmental Services are included as Additional Insured with respect to General Liability as agreed under a written contract, provided such contract was executed prior to the date of loss.

CERTIFICATE HOLDER State of New Hampshire Department of Environmental Services PO Box 95 Concord, NH 03303-0200	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Attachment A
The Nature Conservancy

PROJECT BUDGET

Item	Federal (NHCP)	Non-federal	Match Type	Total
Personnel	-	10,000	In-kind	10,000
Fringe	-	-	-	-
Equipment	-	-	-	-
Travel	-	-	-	-
Supplies	-	-	-	-
Sub-Contractual	30,000	5,521	In-kind	35,521
Other	-	-	-	-
Indirect	-	-	-	-
Totals	30,000	15,521	In-kind	45,521

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 - Resiliencè 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