



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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January 13, 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 City of Portsmouth (VC #177399-B001), NH, in the amount of \$9,486 for enhancing resilient wetlands through community engagement and field assessments, 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	\$9,486
Dept. of Environmental Services, Coastal Zone Management, Grants - Federal	

EXPLANATION

NHDES requests approval to enter into a grant agreement with the City of Portsmouth (Portsmouth) to complete the Resilient Wetlands: Enhancing Coastal Protection and Water Quality 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 Portsmouth 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 goal of this project is to develop buffer restoration plans for two highly visible public demonstration sites as a method for community engagement around wetland awareness and stewardship. In recent years there have been several encroachment violations of the vegetation standards, an increase in invasive species development, and an overall lack of awareness from property owners that a sensitive wetland resource lies on their property. These resources are also facing impacts from increased storm surge and flooding due to sea level rise, as well as heavy precipitation and impacts from overdevelopment. The project's vegetated wetland buffer planting and maintenance plans will serve as templates for restoration and enhancement on private properties.

Total project costs are budget at \$14,750. NHDES will provide \$9,486 of the project costs through this federal grant. Portsmouth will provide \$5,264 in non-federal matching funds. While this agreement is

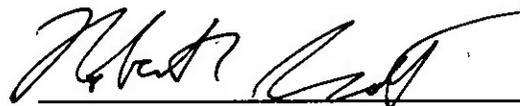
Her Excellency, Governor Kelly A. Ayotte
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under the \$10,000 threshold, it requires G&C approval because the City of Portsmouth has received more than \$10,000 total for other projects to date. A budget breakdown is provided in Attachment A.

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.

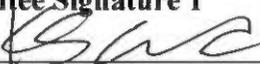
A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

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.

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 City of Portsmouth, NH		1.4. Grantee Address 1 Junkins Avenue, Portsmouth, NH 03801	
1.5 Grantee Phone # 603-610-7204	1.6. Account Number 03-44-44-442010-3642-072-500574	1.7. Completion Date June 30, 2026	1.8. Grant Limitation \$9,486
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 		1.12. Name & Title of Grantee Signor 1 Karen S. Conard, City Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:  Keely Lovato		Assistant Attorney General, On: 01 / 17 / 2026	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

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

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the 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 XTL2C874AZN7.

Exhibit B
Scope of Services

Project Title: Resilient Wetlands: Enhancing Coastal Protection and Water Quality

Project Goal: Wetlands and their buffers maintain vital functions for the protection of our waterways and ecosystem health in and around Portsmouth. The City of Portsmouth will begin the planning of buffer restoration on highly visible public demonstration sites as a method for community engagement and education around wetland awareness and stewardship. A key outcome of this project is to create highly visible and accessible examples of vibrant restoration areas in the form of professional plan sets and guidelines that are easy to maintain and create many co-benefits. These vegetated wetland buffer planting and maintenance plans will serve as templates for restoration and enhancement on private properties.

Project Team: (Project Lead) Kate Homet, City of Portsmouth Environmental Planner; Peter Britz, City of Portsmouth Director of Planning and Sustainability; Peter Rice, City of Portsmouth Director of Public works; Consultant

TASK 1: PROJECT COORDINATION AND MANAGEMENT

The project will have internal monthly meetings and more as needed beginning at the start of project until the project end date. In addition, this will include project initiation such as developing the sole source contract and hiring the Consultant as well as a kick-off meeting, project reporting to NHDES, 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: A sole source and/or purchase order with Consultant. 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). Attendance at meaningful engagement training.

Subtask 1.1: NHDES Engagement Training

The project leader will participate in the organized NHDES Coastal Program training.

Timeframe: February/March 2025

Subtask 1.2: HIRE CONSULTANT

The Project Team will create a draft scope of work and request for services/sole source contract to hire a contractor for the restoration planning, maintenance, and invasive species management plans, along with services for graphic design work.

Timeframe: January – February 2025

TASK 2: CATALOGUE AVAILABLE ONLINE

The Project Leader and a working group will work to combine the deliverables from Tasks 3 and 4 onto the existing Conservation Commission webpage which provides guidance for property owners on Portsmouth's wetlands and wetland buffers. This webpage already serves as a go-to page for relevant wetland and wetland buffer information can be found for Portsmouth property owners. This can include questions, guidance or other information on vernal pools, freshwater, shoreline, or tidal wetlands, etc. The purpose of this webpage is to create a living catalog that provides access to local wetland guidance, plans, management, and best practices. Professional guidance will be retrieved through an in-house wetland scientist, local conservation groups and Portsmouth Conservation Commission members. While hosting a catalog for local and regional templates and samples, it will also create a landing page for all relevant Portsmouth wetland and buffer regulation information, frequently asked questions, conditional use permit instructions, etc.

Timeframe: January 2025 - June 2026

Deliverable: Draft content of catalogue, final catalogue content published on Portsmouth Conservation Commission webpage.

Subtask 2.1: Draft Online Catalogue

The project leader will gather the deliverables of Task 3 and 4, including the Vegetated Buffer Restoration Plans, Vegetated Buffer Maintenance Plans and the Invasive Species Management Plans, and create a drafted digital catalogue of the items in a format that can be published on the Portsmouth Conservation Commission webpage.

Timeframe: March 2025 - April 2026

Subtask 2.2: Publish Online Catalogue

The project leader will finalize and publish the digital catalogue. The formatting of this catalogue will be kept in an editable format to insure future updates and additions to the content of the catalogue.

Timeframe: March - April 2026

TASK 3: PEIRCE ISLAND

The Consultant will conduct onsite assessments of the wetlands and buffers on the Peirce Island site selected. The Consultant will then develop a site-specific planting plan, invasive species management plan and long-term buffer maintenance plan. The Consultant in partnership with the project team will then design a site-specific educational sign and a postcard-sized flyer for the purpose of leading them to a webpage where they can access stewardship resources.

Timeframe: March 2025 – March 2026

Deliverables: Vegetated Buffer Restoration Plan; Vegetated Buffer Maintenance Plan; Invasive Species Management Plan; educational sign and flyer.

Subtask 3.1: Onsite Assessment

The Consultant will conduct an onsite assessment of the wetlands and buffers on the Peirce Island site. The existing site is a shoreline consisting of maintained lawn

down towards the water's edge that has little functional value as a wetland buffer. This onsite assessment could include a site walk to survey current plant species in the wetland and 100' wetland buffer, an inventory of invasive species, a survey of soil types, onsite measurements for planting areas, and flagging, etc. Any methods used to survey this area are not anticipated to create any negative effects on the human environment, areas with unique characteristics, protected species or habitats, or historic structures. This assessment will aid the Consultant in the development of the restoration plan, maintenance plan and invasive species management plan.

Timeframe: May 2025 – July 2025

Subtask 3.2: Vegetated Buffer Planting Restoration Plan

The Consultant will develop a wetland buffer planting plan which will focus on the planting restoration of the first 25' of the coastal wetland buffer at the project site on Peirce Island. It will also be published on the City of Portsmouth website in an online catalogue. This plan will include the plant species, quantities and size to be located within the 25' vegetated buffer. The Consultant will tailor the plantings to be the best fit for soil, hydrology and wildlife onsite.

Timeframe: May 2025 – March 2026

Subtask 3.3: Vegetated Buffer Planting Maintenance Plan

The Consultant will develop a wetland buffer maintenance plan which will provide long-term maintenance guidance to align with the plantings designed within the planting restoration plan. It will also be published on the City of Portsmouth website in an online catalogue.

Timeframe: May 2025 – March 2026

Subtask 3.4: Invasive Species Management Plan

The Consultant will develop an invasive species management plan. This plan will provide step by step guidance for the identification, removal, and prevention of invasive species within the wetland and wetland buffer. This plan will be utilized by the Department of Public Works for use as invasive species management guidelines for this site and similar sites across Portsmouth. It will also be published on the City of Portsmouth website in an online catalogue.

Timeframe: May 2025 – March 2026

Subtask 3.5: Outreach Materials

The Consultant in partnership with the project team will design an educational sign for the Peirce Island site containing information on the project and on wetland buffers in general. The postcard-flyer will be designed to direct property owners towards the new wetland stewardship catalogue that will be on the City of Portsmouth's website, as well as inform that they own property that contains sensitive ecosystems.

Timeframe: May 2025 – March 2026

TASK 4: BANFIELD ROAD

The Consultant will conduct onsite assessments of the wetlands and buffers on the Banfield Road site selected. The Consultant will then develop a site-specific planting plan, invasive species management plan and long-term buffer maintenance plan. The Consultant in partnership with the project team will then design a site-specific educational sign and a postcard-sized flyer for the purpose of leading them to webpage where they can access stewardship resources.

Timeframe: March 2025 – March 2026

Deliverables: Vegetated Buffer Restoration Plan; Vegetated Buffer Maintenance Plan; Invasive Species Management Plan; educational sign and flyer.

Subtask 4.1: Onsite Assessment

The Consultant will conduct an onsite assessment of the wetlands and buffers on the Banfield Road site. The existing site consists of a variety of native and invasive species that are not routinely maintained or cut by City staff and do little to protect nutrients and other runoff from entering into the freshwater wetland on site. This onsite assessment could include a site walk to survey current plant species in the wetland and 100' wetland buffer, an inventory of invasive species, a survey of soil types, onsite measurements for planting areas, and flagging, etc. Any methods used to survey this area are not anticipated to create any negative effects on the human environment, areas with unique characteristics, protected species or habitats, or historic structures. This assessment will aid the Consultant in the development of the restoration plan, maintenance plan and invasive species management plan.

Timeframe: May 2025 – March 2026

Subtask 4.2: Vegetated Buffer Planting Restoration Plan

The Consultant will develop a wetland buffer planting plan which will focus on the restoration of the first 25' of the coastal wetland buffer at the project site on Banfield Road. It will also be published on the City of Portsmouth website in an online catalogue. This plan will include the plant species, quantities and size to be located within the 25' vegetated buffer. The Consultant will tailor the plantings to be the best fit for soil, hydrology and wildlife onsite.

Timeframe: May 2025 – March 2026

Subtask 4.3: Vegetated Buffer Planting Maintenance Plan

The Consultant will develop a wetland buffer maintenance plan which will provide long-term monitoring guidance to align with the plantings designed within the restoration plan. It will also be published on the City of Portsmouth website in an online catalogue.

Timeframe: May 2025 – March 2026

Subtask 4.4: Invasive Species Management Plan

The Consultant will develop an invasive species management plan. This plan will provide step by step guidance for the identification, removal, and prevention of invasive species within the wetland and wetland buffer and will be utilized by the Department of Public Works for ongoing maintenance of the site. It will also be published on the City of Portsmouth website in an online catalogue.

Timeframe: May 2025 – March 2026

Subtask 4.5: Outreach Materials

The Consultant in partnership with the project team will design an educational sign for the Banfield Road site containing information on the project and on wetland buffers in general. The postcard-flyer will be designed to direct property owners towards the new stewardship catalogue that will be on the City of Portsmouth’s website, as well as inform that they own property that contains sensitive ecosystems.

Timeframe: May 2025 – March 2026

TASK 5: FLYERS

The flyers designed by the Consultant in Subtask 3.5 and 4.5 will be then organized, addressed, and postmarked to be mailed to wetland and wetland buffer property owners.

Timeframe: March – June 2026

Deliverable: Designed and printed flyers, list of wetland and wetland buffer property owners, postcards sent out, digital version of postcard available on the City website.

TASK 6: CONSERVATION COMMISSION PRESENTATION

Final presentation on the project will be presented to the Portsmouth Conservation Commission. This final task will take place at the end of the project period.

Timeframe: May – June 2026

Deliverables: Presentation slides and recording.

Subtask 6.1: Conservation Commission Presentation

The Project Leader will give a final presentation to the Portsmouth Conservation Commission on the overall project, engagement outcomes, and next steps. This is anticipated to be up to a 1-hour presentation during a regular meeting of the Commission and will require approximately 8 hours of preparation for content development and rehearsal.

Timeframe: May – June 2026

DELIVERABLES AND ESTIMATED END DATES:

Task 1

- Sole source contract and/or purchase order (February 2025)
- Semi-annual reports (due June and December through project period, except for final 6-month period)
- Final report (project end date)
- Attendance at meaningful engagement training (February/March 2025)

Task 2

- Draft catalogue content in publishable format for COP website (April 2026)
- Publish final catalogue on website (June 2026)

Task 3:

- Vegetated Buffer Restoration Plan (March 2026)
- Vegetated Buffer Maintenance Plan (March 2026)
- Invasive Species Management Plan (March 2026)
- Educational sign and flyer (March 2026)

Task 4:

- Vegetated Buffer Restoration Plan (March 2026)
- Vegetated Buffer Maintenance Plan (March 2026)
- Invasive Species Management Plan (March 2026)
- Educational sign and flyer (March 2026)

Task 5:

- Designed and printed flyers (June 2026)
- List of wetland and wetland buffer property owners (June 2026)
- Postcards sent out (June 2026)
- Digital version of postcard available on the City website (June 2026)

Task 6:

- Presentation slides and recording (June 2026)

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 \$9,486. Matching funds provided by the Contractor shall total at least \$5,264 of non-federal cash and in-kind services.

CERTIFICATE OF AUTHORITY

I, Trevor P. McCourt, Deputy City Attorney of the City of Portsmouth, do

hereby certify that:

- (1) I am the Deputy City Attorney for the City of Portsmouth;
- (2) at the meeting held on August 5, 2024, the Portsmouth City Council voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the City Council further authorized the City Manager to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Karen S. Conard, City Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the Deputy City Attorney of the City of Portsmouth, this 21st day of November, 2024.


Trevor P. McCourt, Deputy City Attorney

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 21st day of November, 2024, before me Donna D. Splaine the undersigned officer, personally appeared Trevor P. McCourt, who acknowledged himself to be the Deputy City Attorney of the City of Portsmouth 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.


(Notary Public Signature)

Commission Expiration Date:
(Seal)

Donna D Splaine
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 1/26/2027





CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> City of Portsmouth One Junkins Avenue Portsmouth, NH 03801		<i>Member Number:</i> 275	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716			
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2024	7/1/2025	Each Occurrence	\$ 2,000,000	
				General Aggregate	\$ 10,000,000	
				Fire Damage (Any one fire)		
				Med Exp (Any one person)		
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	\$2,000,000	
				Aggregate	\$10,000,000	
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2024	7/1/2025	<input checked="" type="checkbox"/>	Statutory	
				Each Accident	\$2,000,000	
				Disease - Each Employee	\$2,000,000	
				Disease - Policy Limit		
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)		
				Deductible: \$1,000		

Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 12/2/2024 mpurcell@nhprimex.org
State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

**Attachment A
City of Portsmouth**

PROJECT BUDGET

Item	Federal (NHCP)	Non-federal	Match Type	Total
Personnel	-	5,264	In-kind	5,264
Fringe	-	-	-	-
Equipment	-	-	-	-
Travel	-	-	-	-
Supplies	-	-	-	-
Contractual	7,500	-	-	7,500
Other	1,986	-	-	1,986
Indirect	-	-	-	-
Totals	9,486	5,264	-	14,750

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