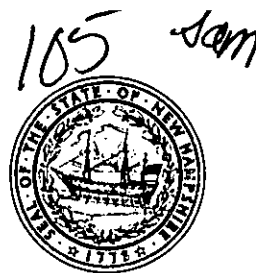




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

MAY 16 '19 PM 12:38 DAS



Robert R. Scott, Commissioner

May 6, 2019

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$12,500 to provide planning technical assistance to member coastal communities, effective as of July 1, 2019 through June 30, 2020, upon Governor and Council approval. The funding source is 100% Federal Funds.

Funding is available in the account as follows. Funding for FY 2020 is contingent upon continuing appropriation and availability of funds.

	<u>FY 2020</u>
03-44-44-442010-3642-102-500731	\$12,500
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services	

**EXPLANATION**

This agreement is **SOLE SOURCE** because the Natural Resources Outreach Coalition (NROC) is the only UNH entity that provides technical planning assistance to coastal zone and coastal watershed municipalities on a partnership basis. The New Hampshire Coastal Program (NHCP) annual program budget includes local technical planning assistance funds for the Natural Resources Outreach Coalition (NROC), the Seabrook-Hamptons Estuaries Alliance (SHEA), and the two Regional Planning Agencies – Rockingham Planning Commission (RPC) and Strafford Regional Planning Commission (SRPC) – that serve communities located in the coastal zone. These funds were specifically targeted for technical assistance to support partnerships with NROC, SHEA, RPC, and SRPC on environmental issues of common concern where the planning agencies can broaden the NHCP’s expertise and outreach to communities throughout the coastal region. The NHCP Technical Assistance contracts have been part of the overall NOAA approved program and annual work plans for the past twenty years. NHCP staff meets annually with the directors and staff of the technical assistance grantees to develop program priorities and annual work programs for inclusion in the annual NHCP budget. All four organizations provide professional planning assistance and services to municipal planning boards and staff in the communities they serve.

The purpose of this agreement is to support NROC in its provision of technical planning assistance. Grant funds will be used to 1) complete a local outreach program for at least one municipality focused on coastal resilience; and 2) collaborate with the New Hampshire Coastal Adaptation Workgroup (CAW) to assist NH coastal municipalities in preparing for coastal flooding.

Total project costs are budgeted at \$25,000. DES will provide \$12,500 of the project costs through this federal grant. NROC will provide \$12,500 in matching funds. A budget breakdown is providing in the Cooperative Program Agreement.

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

We respectfully request your approval.

  
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Robert R. Scott, Commissioner

**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, Department of Environmental Services**

and the

**University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement, but not prior to July 1, 2019 and shall end on 6/30/20. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: Natural Resources Outreach Coalition Technical Assistance**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Steve Couture  
 Address: NH Coastal Program  
 Dept. of Environmental Services  
 222 International Drive, Suite 175  
 Portsmouth, NH 03801  
 Phone: 271-8801

**Campus Project Administrator**

Name: Cheryl Moore  
 Address: University of New Hampshire  
 Sponsored Programs Administration  
 Service Building/51 College Road  
 Durham, NH 03824  
 Phone: 862-1992

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Kirsten Howard  
 Address: NH Coastal Program  
 Dept. of Environmental Services  
 222 International Drive, Suite 175  
 Portsmouth, NH 03801  
 Phone: 559-0020

**Campus Project Director**

Name: Amanda Stone  
 Address: University of New Hampshire  
 Cooperative Extension  
 Room 220, Nesmith Hall  
 Durham, NH 03824  
 Phone: 862-1067

F. Total State funds in the amount of \$12,500 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 50 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. NA18NOS4190024 from National Oceanic and Atmospheric Administration under CFDA# 11.419. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen not to take possession of equipment purchased under this Project Agreement.  
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

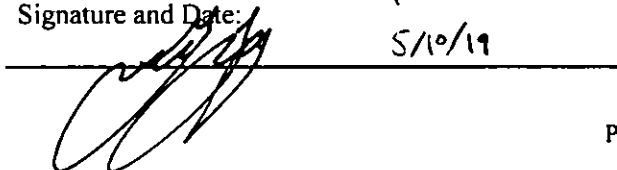
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

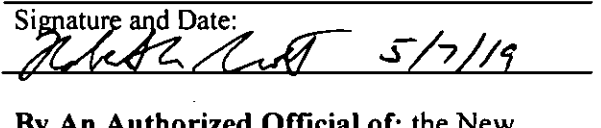
By An Authorized Official of:  
University of New Hampshire  
Name: Karen M. Jensen  
Title: Manager, Sponsored Programs Administration  
Signature and Date:

 3/22/19

By An Authorized Official of: the New Hampshire Office of the Attorney General  
Name: Gordon P. Landry  
Title: Assistant Attorney General  
Signature and Date:

 5/10/19

By An Authorized Official of:  
Department of Environmental Services  
Name: Robert R. Scott  
Title: Commissioner  
Signature and Date:

 5/17/19

By An Authorized Official of: the New Hampshire Governor & Executive Council  
Name:  
Title:  
Signature and Date:

\_\_\_\_\_  
Signature and Date:

## EXHIBIT A

- A. **Project Title:** Natural Resources Outreach Coalition Technical Assistance
- B. **Project Period:** July 1, 2019; contingent upon NH Governor & Council approval; to June 30, 2020
- C. **Objectives:** NROC staff will continue work with the New Hampshire Coastal Adaptation Workgroup and conduct an outreach project focused on coastal resilience with at least one coastal municipality.
- D. **Scope of Work:** NROC will complete the following activities:

**Activity 1: Implement a coastal resilience outreach program with at least one municipality**

NROC staff will develop and conduct an outreach project focused on coastal resilience with at least one of the 17 municipalities in the coastal zone and will draw on creative outreach approaches to engage a broader suite of audiences. This work will be coordinated with Strafford or Rockingham regional planning commissions, as appropriate. NROC staff will work with NHDES and other NH Coastal Adaptation Workgroup (CAW) partners to lay the groundwork and conduct preliminary planning for projects that may start in the following year (July 2020 to June 2021). NROC staff will also continue to work on completing ongoing tasks with communities assisted with NHCP programming in the past year. This includes final implementation of the Dover Rising Waters high water mark art project, started during the previous grant round, and follow up meetings with communities assisted as part of the Setting SAIL project task focused on the 2016 Coastal Water Resources Plan.

Outreach materials should include the NOAA, NHCP and DES logos. All press releases and articles 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 NH Department of Environmental Services Coastal Program."

**Activity 2: Collaborate with the NH Coastal Adaptation Workgroup**

In partnership with the NH Coastal Adaptation Workgroup (CAW), NROC will provide education, outreach and technical assistance to support coastal resilience planning in NH's Coastal Zone and Coastal Watershed. This includes attending the Full CAW group and CAW Outreach Subcommittee meetings and providing leadership by chairing the CAW Outreach Team. NROC staff will also serve on other CAW subcommittees, including the CAW Social Media Team, as needed. NROC's role will continue to include facilitating the planning and implementation of public outreach programs to help communities build resilience and learn about climate preparedness strategies. For any CAW workshops or other outreach events, NROC will produce publicity, agendas, evaluations, and other materials as needed. NROC will also document several metrics, including number of events and participants (and participant demographics where available), as well as a summary of evaluations. NROC staff will continue to take a coordination role in maintaining the CAW Projects and Outcomes database, such as periodically requesting updates from CAW members and producing reports, including an annual summary and other reports as requested. NROC staff will develop and coordinate content for the CAW E-newsletter, published 3-4 times per year, with updates about coastal resilience projects in NH's coastal watershed, upcoming events, relevant news, and resources for communities. Special releases to publicize events and new information will be sent out as needed. NROC will work with NHCP staff to co-manage the CAW website (updating and adding information), integrate the E-newsletter with the website, assist with CAW social media content, and plan and implement King Tide Photo Contests. NROC staff will evaluate the effectiveness of participation in

CAW collaborative activities (including reflection on workshop or other event evaluation results as well as progress captured by the projects and outcomes database) and will work with CAW Outreach Subcommittee members to provide recommendations to enhance CAW's effectiveness. These recommendations will be included in NROC's final report.

Outreach materials should include the NOAA, NHCP and DES logos. All press releases and articles 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 NH Department of Environmental Services Coastal Program."

**E. Deliverables Schedule: Reports.** Campus Director shall provide a progress report summarizing activities through December 31, 2019, due no later than January 10, 2020. Campus Director shall provide a final report due on June 30, 2020 documenting the results of the project.

**F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories, and shall document cumulative cost sharing through the end of the invoicing period. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 6,842	\$ 6,842	\$13,684
2. Fringe Benefits	\$ 3,079	\$ 3,079	\$6,158
3. Travel	-	-	-
4. Supplies and Services	-	-	-
5. Other (Volunteers)	-	-	-
6. Facilities and Admin.	\$ 2,579	\$ 2,579	\$ 5,158
Subtotals:	\$12,500	\$12,500	\$25,000
Total Project Costs: \$25,000			

**G. Other**

Funding credit requirement on final work products and outreach materials: All final work products and outreach materials associated with the work for the items above shall include the NOAA, NHCP and NHDES logos. All work products and outreach materials 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 N.H. Department of Environmental Services Coastal Program." Examples of final work products and outreach materials include, but are not limited to, final reports, press releases, newsletter articles, website pages, and signage.

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted. References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or **Uniform Guidance issued by the Office of Management and Budget (OMB).**