



The State of New Hampshire
Department of Environmental Services

MAY 20 '20 PM 1:36 DAS

Robert R. Scott, Commissioner



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May 5, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Sponsored Programs Administration (VC #315187-B083), Durham, NH, in the amount of \$12,500 to provide planning technical assistance to member coastal communities, effective as of July 1, 2020 through June 30, 2021, upon Governor and Council approval. The funding source is 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-442010-3642-102-500731 FY 2021
\$12,500
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services

EXPLANATION

This award is **SOLE SOURCE** because the University of New Hampshire Cooperative Extension/New Hampshire Sea Grant (UNHCE/NHSG) is the only 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 UNHCE/NHSG programs, 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 UNHCE/NHSG, 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 more than 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 the UNHCE/NHSG in its provision of technical planning assistance. Funds will be used to 1) collaborate with the New Hampshire Coastal Adaptation Workgroup

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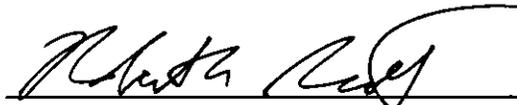
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(CAW) to assist coastal municipalities prepare for coastal flooding; 2) complete a local outreach program for at least one municipality focused on coastal resilience; and 3) develop public outreach and engagement products related to efforts conducted under this contract in partnership with NHCP.

Total project costs are budgeted at \$25,000. DES will provide \$12,500 of the project costs through this federal grant. The UNHCE/NHSG will provide \$12,500 in matching funds. A budget breakdown is provided in the Cooperative Project Agreement. In the event that the Federal funds become no longer available, general funds will not be requested to support this program.

This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval of this item.



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 when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this Project Agreement but not prior to 07/01/2020 ("Effective date") and shall end on 6/30/21. 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: UNH Cooperative Extension and NH Sea Grant 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: Steven Couture
Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
Phone: 603-271-8801

Campus Project Administrator

Name: Cheryl Moore
Address: University of New Hampshire
Sponsored Programs Administration
Service Building/51 College Road
Durham, NH 03824
Phone: 603-862-1992

- 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: Nathalie Morison
Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
Phone: 603-559-0029

Campus Project Director

Name: Amanda Stone
Address: University of New Hampshire
Cooperative Extension
Room 220, Nesmith Hall
Durham, NH 03824
Phone: 603-862-1067

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. NA20NOS4190038 from National Oceanic and Atmospheric Administration (NOAA) 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:

Karen Jensen 4/8/20

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

Robert R. Scott 5/6/20

By An Authorized Official of: the New Hampshire

Office of the Attorney General

Name: Joshua C. Harrison

Title: Assistant Attorney General

Signature and Date:

Joshua C. Harrison 5/12/2020

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** UNH Cooperative Extension and NH Sea Grant Technical Assistance
- B. **Project Period:** July 1, 2020, contingent upon National Oceanic and Atmospheric Administration and Governor and Council approval, through June 30, 2021
- C. **Objectives:** The goal of this task is to provide education, outreach, and technical assistance to support coastal resilience planning in New Hampshire's coastal zone and coastal watershed.
- D. **Scope of Work:** UNH Cooperative Extension/NH Sea Grant (UNHCE/NHSG) will complete the following activities:

Activity 1: Collaborate with the NH Coastal Adaptation Workgroup (CAW)

- Continue to support CAW activities. This includes attending the Full CAW group and CAW Outreach Subcommittee meetings. UNHCE/NHSG staff will continue to provide leadership as chair of the CAW Outreach Subcommittee and will serve on other CAW subcommittees, including the CAW Social Media Team, as needed. UNHCE/NHSG staff will participate in CAW's 2020 strategic planning retreat to support CAW's growth and incorporating outcomes into outreach programming.
- Facilitate the planning and implementation of public outreach programs to help communities build resilience and learn about climate preparedness strategies. For CAW workshops and other outreach events, UNHCE/NHSG staff will produce publicity, agendas, evaluations, handouts and other materials as needed. UNHCE/NHSG staff will also document several metrics, including number of events and participants (and participant demographics where available), as well as a summary of evaluations.
- Serve as the lead coordinator for maintaining the CAW Projects and Outcomes database and producing reports, including an annual summary and other reports as requested.
- Develop and coordinate content for the CAW E-newsletter, published 3 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.
- 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.
- Attend up to two professional development events, such as the Maine-New Hampshire annual professional development opportunity, etc.

Activity 2: Implement Coastal Resilience Outreach Program in Coastal Zone Municipalities

UNHCE/NHSG staff will work with the NH Coastal Program and CAW partners to develop a strategic outreach plan for municipal boards and staff, professionals and others to use and apply the science in the *2020 NH Coastal Flood Risk Summary Part II: Guidance for Using Scientific Projections (Guidance)*. UNHCE/NHSG staff will assist with implementing the plan by using creative outreach and engagement approaches to conduct programming focused on coastal resilience with conservation commissions, other community leaders and the public, as appropriate.

UNHCE/NHSG staff will use outreach programs as a forum to share other available resources helpful for communities working on climate and related projects. UNHCE/NHSG staff will investigate future opportunities to work directly with at least one of the 17 municipalities in the coastal zone. This work will be coordinated with Rockingham or Strafford regional planning commissions, as appropriate. Project staff will commit to a more detailed scope with NHCP by September 18, 2020.

UNHCE/NHSG staff will also continue to work on ongoing tasks with communities assisted with NHCP programming in the past year. This includes follow up technical assistance to Exeter, Hampton, North Hampton and Rye and other communities if needed.

UNHCE/NHSG staff will work with NHCP and other CAW partners to lay groundwork and conduct preliminary planning for projects that may start in the following year (July 2021 to June 2020).

Activity 3: Educational or outreach product

UNHCE/NHSG staff will publish at least one blog post, news article, social media post, etc. to get the news out on outreach activities related to the Guidance and/or a successful community-based project related to the Guidance described in Activity 2.

Deliverables:

- Activity 1: Three e-newsletters and specific articles written by project staff
- Activity 2: Strategic Outreach Plan for Coastal Flood Risk Guidance
- Activity 2: Handout materials developed for public education events
- Activity 3: Educational or outreach product summarizing Activity 2 efforts

E. Deliverables Schedule: Reports: Campus Project Director shall provide one (1) semi-annual progress report and one (1) final report that summarizes the project activities. The semi-annual report will cover the period of the project start date through December 31, 2020 and will be due on January 8, 2021. The final report will summarize activities throughout the entire project period and include UNHCE and NHSG responses to a NHCP Technical Assistance Program Review intended to provide feedback about how this grant funding supports the objectives of this grant. The final report will be due on June 30, 2021.

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than 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 as shown below. 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	\$ 6,899	\$ 6,899	\$ 13,798
2. Fringe Benefits	\$ 3,022	\$ 3,022	\$ 6,044
3. Travel	-	-	-
4. Supplies and Services	-	-	-
5. Other (IT support)	-	-	-
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 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 NH Department of Environmental Services Coastal Program." All final work products must meet the Americans with Disabilities Act (ADA) 508 requirements and Web Content Accessibility Guidelines (WCAG) AAA standards. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, 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).**