



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

October 16, 2018

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

OCT 31 '18 AM 9:43 DAS

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 \$59,831 to update best available science relevant to coastal flood risks in New Hampshire, effective upon Governor and Council approval through March 31, 2020. The funding source is 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-442010-3642-072-500573
Dept. Environmental Services, Coastal Zone Management, Grants – Federal

FY 2019
\$59,831

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire (UNH) has conducted extensive research and possesses unique expertise related to coastal flood risks relevant to New Hampshire. In particular, several of the researchers to be funded under this agreement, including Drs. Cameron Wake and Mary Stampone, were original authors of New Hampshire's 2014 Science and Technical Advisory Panel report entitled, *Sea-Level Rise, Storm Surges, and Extreme Precipitation in Coastal New Hampshire: Analysis of Past and Projected Future Trends*, which will be updated as part of this agreement. Furthermore, Drs. Jennifer Jacobs and Jayne Knott are the lead groundwater rise experts in New Hampshire and have developed model predictions of sea-level rise induced groundwater rise, which will be made publicly available for the first time via the NH Coastal Viewer as part of this agreement. The NH Coastal Viewer is the only online mapping and screening tool that provides public access to geospatial data relevant to coastal New Hampshire and is managed by the NH GRANIT project staff at the UNH Earth Systems Research Center.

This agreement is part of a larger project competitively funded through a National Oceanic and Atmospheric Administration (NOAA) Project of Special Merit award, entitled: *Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH*. This Project of Special Merit enables DES to work with the UNH, UNH Cooperative Extension, Strafford Regional Planning Commission (SRPC), Rockingham Planning Commission (RPC), and Studio NaCl to 1) update best available coastal flood risk science and guidance as required by RSA 483-B:22; 2) identify and test creative outreach and education strategies to build social capital for coastal resilience; and 3) improve community capacity to implement community tax revitalization incentives to enhance coastal resilience as authorized by RSA 79E:4-a.

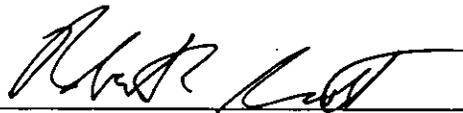
The purpose of this agreement is to enable UNH to support the execution of the *Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH* Project of Special Merit by performing the following tasks, as described in greater detail in Exhibit A of the agreement.

- Publish spatial datasets of predicted groundwater rise zones to the NH Coastal Viewer.
- Synthesize best-available science relevant to projected storm surge, sea-level rise, precipitation, and groundwater rise in New Hampshire Coastal Flood Risk Science Summary report.

Total project costs are budgeted at \$59,831. DES will provide \$59,831 of the project costs through a federal grant. No matching funds are required for this project. In the event that Federal funds become no longer available, General funds will not be requested to support the project.

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

We respectfully request your approval.



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 ("Effective date") and shall end on **3/31/20**. 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: Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH (UNH)

- 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: Nathalie Morison
Address: New Hampshire Coastal Program
Department of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
Phone: (603) 559-0029

Campus Project Administrator

Name: Lisa Scigliano
Address: University of New Hampshire
Sponsored Program Administration
Service Bldg. Rm. 111, 51 College Rd.
Durham, NH 03824
Phone: (603) 862-0529

- 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: New Hampshire Coastal Program
Department of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
Phone: (603) 559-0029

Campus Project Director

Name: Dr. Cameron Wake
Address: University of New Hampshire
Earth Systems Research Center
Morse Hall, Rm. 354, 8 College Rd.
Durham, NH 03824
Phone: (603) 862-2329

Campus Authorized Official KJ
Date 9/29/10

F. Total State funds in the amount of \$59,831 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 _____ % 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. NA18NOS4190086 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.

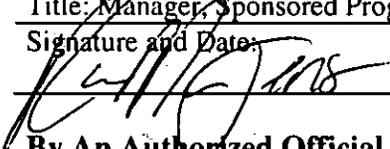
G. Check if applicable

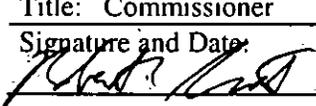
Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

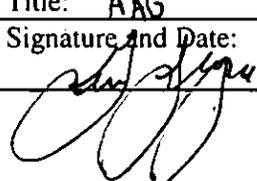
H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's 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 Program Administration
Signature and Date:  9/29/18

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date:  10-17-18

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Gordon Landrigan
Title: AAG
Signature and Date:  10-24-18

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

EXHIBIT A

- A. Project Title:** Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH (UNH)
- B. Project Period:** Upon Governor and Council approval – March 31, 2020
- C. Objectives:** The goal of this project is to establish a shared understanding of best available science relevant to coastal flood risks in New Hampshire and enable its use in planning, regulatory, and engineering decisions. To do so, this project seeks to accomplish the following objectives: 1) Publish publicly accessible spatial datasets of predicted groundwater rise zones; and 2) Synthesize best available science relevant to projected storm surge, sea-level rise, precipitation, and groundwater rise in New Hampshire Coastal Flood Risk (CFR) Science Summary.
- D. Scope of Work:** Campus shall perform the following tasks that comprise components of New Hampshire's FFY18 National Oceanic and Atmospheric Administration (NOAA) Project of Special Merit award proposal, entitled "Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH," which is incorporated herein by reference.
- 1. Update Best Available Coastal Flood Risk Science and Guidance**
- 1.01 Attend and participate in full Science and Technical Advisory Panel (STAP) Meeting #1 to review and provide input on objectives, work plan, and concepts for the New Hampshire Coastal Flood Risk (CFR) Science Summary and Guidance.
- 1.02 Map groundwater rise zones for three sea-level rise scenarios; prepare shapefiles and metadata; and publish to the New Hampshire Coastal Viewer.
- 1.03 Review and synthesize best available science relevant to coastal flooding in New Hampshire, including, but not limited to, updated projections of sea-level rise, storm surge, precipitation, and groundwater rise in draft CFR Science Summary.
- 1.04 Attend and participate in STAP Science Advisor meeting to review draft CFR Science Summary and prepare presentation of findings for full STAP Meeting #2 (see Task 1.06).
- 1.06 Attend and participate in full STAP Meeting #2 to review and provide feedback on draft CFR Science Summary and Guidance framework.
- 1.07 Collaborate with NHCP to respond to External Reviewer comments on draft CFR Science Summary and revise as needed.
- 1.08 Attend and participate in STAP Steering Committee and Science Advisor meeting to review responses to external review comments and approve final CFR Science Summary.
- 4. Submit semi-annual reports to NHCP**
- 4.01 Using template to be provided by NHCP, prepare and submit three (3) semi-annual performance progress reports to NHCP in accordance with deliverable schedule below.
- E. Deliverables Schedule:** Campus will produce the following deliverables:
1. Predicted Groundwater Rise Zones (Task 1.02): Campus shall publish shapefiles and metadata of predicted groundwater rise zones for three sea-level rise scenarios to the New Hampshire Coastal Viewer by April 30, 2019.

2. Coastal Flood Risk (CFR) Science Summary (Tasks 1.03-1.08): Campus shall submit a draft CFR Science Summary, including, but not limited to, updated projections of sea-level rise, storm surge, precipitation, and groundwater rise for NHCP and full STAP review by March 31, 2019. Campus shall submit a revised CFR Science Summary addressing External Reviewer comments for NHCP and STAP Steering Committee approval by June 30, 2019.
3. Performance Progress Reports (Task 4.01): Campus shall submit three semi-annual Performance Progress Reports (PPR) summarizing work completed to date. The first PPR shall cover the period from project start through March 31, 2019 and shall be due on April 12, 2019. The second PPR shall cover the period April 1, 2019 through September 30, 2019 and shall be due on October 11, 2019. The third PPR shall cover the period October 1, 2019 through March 31, 2020 and shall be due on March 31, 2020.

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 no later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 31,094	-	\$ 31,094
2. Fringe Benefits	\$ 8,851	-	\$ 8,851
3. Travel	\$ 200	-	\$ 200
4. Supplies & Services	\$ 380	-	\$ 380
5. Other	\$ 3,987	-	\$ 3,987
6. Facilities & Admin.	\$ 15,319	-	\$ 15,319
Subtotals:	\$ 59,831	\$ 0	\$ 59,831
Total Project Costs:	\$ 59,831		

G. Other: Funding Credit – All final work products and outreach materials shall include the NOAA, NHCP, and NHDES 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.” 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 (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). 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) in lieu of Circulars listed in paragraph above.**

**Attachment A
Budget Estimate**

Budget Item	Federal Funding	Match	Total
Personnel	\$ 31,094.00	\$ 0.00	\$ 31,094.00
Fringe Benefits	\$ 8,851.00	\$ 0.00	\$ 8,851.00
Travel	\$ 200.00	\$ 0.00	\$ 200.00
Supplies	\$ 380.00	\$ 0.00	\$ 380.00
Contractual	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Other	\$987.00	\$ 0.00	\$987.00
Indirect	15,319.00	\$ 0.00	15,319.00
Subtotals:	\$ 59,831.00	\$ 0.00	\$ 59,831.00
In-Kind Contribution		\$0.00	\$0.00
Total Project Costs			\$ 59,831.00