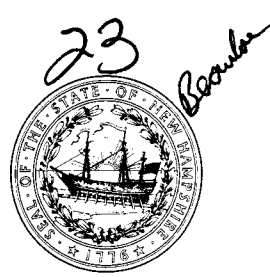




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

June 3, 2016

Her Excellency, Governor Margaret Wood Hassan  
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 technical planning assistance to coastal communities, effective upon Governor and Council approval through December 31, 2017. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY17</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) based at UNH is the only entity that provides technical planning assistance to coastal zone and coastal watershed municipalities on a partnership basis. The Coastal Program annual program budget includes local technical planning assistance funds for the NROC 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 grants to support partnerships with NROC, RPC and SRPC on environmental issues of common concern where the planning agencies can broaden the Coastal Program’s expertise and outreach to communities throughout the coastal region. The Coastal Program’s technical assistance grants have been part of the overall National Oceanic Atmospheric Administration’s approved program and annual work plans for the past twenty years. Coastal Program staff meets annually with the directors and staff of the three organizations to develop program priorities and annual work programs for inclusion in the annual budget. All three agencies provide professional planning assistance to municipal planning boards and staff.

The purpose of this agreement is to support NROC in its provision of technical planning assistance. Grant funds will be used to 1) provide education, outreach and technical assistance that support climate

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

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adaptation planning to enhance local capacity through NROC's participation and leadership of the NH Coastal Adaptation Workgroup (CAW) outreach committee; 2) hold one or more coordinated outreach programs to help municipalities plan and prepare for increased flooding and intensified coastal storms; and 3) provide outreach support to the New Hampshire Coastal Risks and Hazards Commission.

Total project costs are budgeted at \$25,000. The Department of Environmental Services will provide \$12,500 of the project costs through a federal grant. NROC will provide \$12,500 in matching funds. A budget breakdown is provided in Attachment A.

In the event that Federal funds become no longer available, General funds will not be requested to support the project.

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

We respectfully request your approval.

  
Thomas S. Burack, 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 and shall end on **12/31/17**. 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 Grant**

- 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: Catherine Coletti  
 Address: NH Coastal Program  
 Dept. of Environmental Services  
 222 International Drive, Suite 175  
 Portsmouth, NH 03801  
 Phone: 559-0024

**Campus Project Administrator**

Name: Dianne Hall  
 Address: University of New Hampshire  
 Sponsored Programs Administration  
 Service Building/51 College Road  
 Durham, NH 03824  
 Phone: 862-1942

- 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: Catherine Coletti  
 Address: NH Coastal Program  
 Dept. of Environmental Services  
 222 International Drive, Suite 175  
 Portsmouth, NH 03801  
 Phone: 559-0024

**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. NA16NOS4190111 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: [Signature] 5/19/16

*As to form substance to execution*

**By An Authorized Official of: the New**

**Hampshire Office of the Attorney General**

Name: [Signature]

Title: Sr. Assistant Attorney General

Signature and Date: Lauren J. Neuman 6/12/16

**By An Authorized Official of:**

**Department of Environmental Services**

Name: Thomas S. Burack

Title: Commissioner

Signature and Date: [Signature] 6/3/2016

[Signature]

**By An Authorized Official of: the New**

**Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

## EXHIBIT A

- A. Project Title:** Natural Resources Outreach Coalition Technical Assistance Grant
- B. Project Period:** Upon G&C Approval – December 31, 2017
- C. Objectives:** Natural Resources Outreach Coalition (NROC) will provide technical assistance, education and outreach to communities in New Hampshire's coastal watershed that are working to conserve their resources in the context of climate change and growth.
- D. Scope of Work:** A detailed scope of work is provided in the proposal titled "UNH Cooperative Extension-Natural Resources Outreach Coalition Proposal for Funding," dated January 2016, and incorporated by reference. Specific tasks include:

Task 1: Conduct the "Climate in the Classroom" program in Rockingham or Strafford County. The NROC team will engage with teachers as well as students and their parents in a collaborative process for gaining and demonstrating community support on municipal climate resiliency. This will involve identifying school teachers to partner with and lead the classroom activities, while NROC will lead planning and facilitating a community event to bring together students to present findings and local concerns about climate change to parents and municipal leaders at a public space, such as a library. This program would likely be incorporated into the classroom in spring 2017, with the public presentation sessions occurring later in the season. Lessons learned from implementing this program in the town of Durham (2015-2016) will be transferred to this project.

Task 2: Collaborate with the New Hampshire Coastal Adaptation Workgroup (CAW). In partnership with the CAW, NROC will provide education, outreach and technical assistance to support climate adaptation planning and increased community capacity to deal with the effects of climate change in New Hampshire's coastal zone and coastal watershed. This includes attending the full CAW group and CAW outreach subcommittee meetings twice a month. NROC staff will continue to provide leadership as chair of the CAW Outreach Team. This will include facilitating the planning and implementation of public outreach programs (such as the popular Water, Weather, Climate and Community workshop series) to help communities build resiliency and learn about and consider adaptation strategies that deal with the effects of extreme weather events in the context of climate change. As in the past, these workshops are targeted toward municipal board members, volunteers, and staff, as well as community organizations, business owners, residents, and topic-specific audiences. NROC staff will also write and compile the CAW e-newsletter *The Crow's Nest* with updates about ongoing climate adaptation projects in New Hampshire's coastal watershed, upcoming events, climate change in the news, and climate resources for communities, published 3-4 times a year.

Task 3: Provide outreach support to the New Hampshire Coastal Risks and Hazards Commission. The New Hampshire Coastal Risks & Hazards Commission was established by the New Hampshire state legislature in July 2013 to "recommend legislation, rules, and other actions to prepare for projected sea level rise and other coastal and coastal watershed hazards such as storms, increased river flooding, and storm water runoff, and the risks such hazards pose to municipalities and state assets in New Hampshire." By the time this project starts, the Commission will have completed (or be near

completion) developing and releasing final recommendations for coastal New Hampshire communities.

NROC will collaborate with the CAW to provide outreach to coastal communities on the Commission’s recommendations. Since the regional planning commissions work primarily with planning and select boards, NROC will focus on outreach to conservation commissions. NROC will work with conservation commissions to help them understand and apply Commission recommendations that are specific to their role in the community.

- E. Deliverables Schedule: Reports.** Campus Project Director shall provide progress reports on January 13, 2017 and July 7, 2017, summarizing work to date. Campus Project Director shall submit a final report due on December 31, 2017 (electronic version in PDF) documenting the results of the project. The final report shall include a final budget summary and detailed documentation of the required matching funds.
- 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	\$ 7,225	\$ 7,225	\$14,450
2. Fringe Benefits	\$ 2,695	\$ 2,695	\$5,390
3. Travel	-	-	-
4. Supplies and Services	-	-	-
5. Other (Volunteers)	-	-	-
6. Facilities and Admin.	2,580	2,580	5,160
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 (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 .