



The State of New Hampshire DEC 02 '19 PM 2:20 DAS
Department of Environmental Services



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Robert R. Scott, Commissioner

November 18, 2019

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire (VC # 177867-B046), Durham, NH, in the amount of \$8,000 to oversee New Hampshire's 2019-2021 National Oceanic and Atmospheric Administration (NOAA) Coastal Management Fellowship project, entitled *Keeping New Hampshire's Coast Afloat: Creative Financing & Policy Making for Resilient Coastal Communities*, effective upon Governor and Council approval through March 31, 2021. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2020</u>
03-44-44-442010-1209-072-500733	\$8,000
Dept. Environmental Services, Coastal Zone Management, Grants – Federal	

EXPLANATION

NHDES requests approval to enter into a **SOLE SOURCE** Cooperative Project Agreement with the Piscataqua Region Estuaries Partnership (PREP) program at the University of New Hampshire. PREP involves federal, state and local government; non-governmental organizations, businesses, and the public to improve the environmental quality of the State's estuaries. This project is **SOLE SOURCE** because PREP was specifically named in the National Oceanic and Atmospheric Administration (NOAA) proposal to receive these funds. PREP was selected for this project because it is responsible for promoting the implementation of the Piscataqua Region Comprehensive Conservation and Management Plan (CCMP). The upcoming 2020-2030 CCMP includes an action plan specific to the exploration and creation of stormwater and resilience fees, as described in more detail below. PREP has secured additional funding to support this project as needed. This grant award, while less than \$10,000, requires Governor and Council approval because PREP has already received funds in excess of the minimum threshold for the 2020 fiscal year.

This agreement is part of a larger project competitively funded through a NOAA Project of Special Merit award, entitled *Coast Shift: Changing how the New Hampshire Seacoast transports, plans, permits, and finances for resilience*. This Project of Special Merit enables the NHDES Coastal Program (NHCP) to work with PREP to provide additional capacity to oversee and carry out the completion of New Hampshire's 2019-2021 NOAA Coastal Management Fellowship Project, entitled *Keeping New Hampshire's Coast*

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Afloat: Creative Financing and Policy Making for Resilient Coastal Communities: This project seeks to advance the adoption of creative financing mechanisms and state policies that facilitate on-the-ground adaptation and resilience efforts in coastal New Hampshire. In particular, PREP will help supervise New Hampshire's 2019-2021 Coastal Management Fellow in: 1) establishing a coordinated partnership to advance coastal community understanding and implementation of local stormwater and resilience funding; and 2) facilitating a collaborative process to investigate and recommend state coastal resilience policy options. Additional detail is provided in Exhibit A.

Total project costs are budgeted at \$8,000. NHDES will provide \$8,000 of the project costs through a federal grant. Matching funds are not required for this project. In the event that 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 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 the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **3/31/21**. 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: Keeping New Hampshire's Coast Afloat: Creative Financing & Policy Making for Resilient Coastal Communities

- 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 Programs Administration
51 College Road, Rm 112
Durham, NH 03824
Phone: (603) 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: 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: Rachel Rouillard
Address: University of New Hampshire
Nesmith Hall
131 Main St.
Durham, NH 03824
Phone: (603) 862-3948

Campus Authorized Official KJ
Date 11/11/19

F. Total State funds in the amount of \$8,000 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. NA19NOS4190142 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, _____ have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

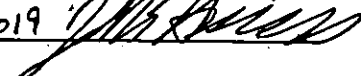
 11/19/19

By An Authorized Official of: the New
Hampshire Office of the Attorney General

Name: Joshua C. Harrison

Title: Assistant Attorney General

Signature and Date:

11/22/2019 

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

 11/19/19

By An Authorized Official of: the New
Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Keeping New Hampshire's Coast Afloat: Creative Financing and Policy Making for Resilient Coastal Communities
- B. Project Period:** Upon Governor and Council approval – March 31, 2021
- C. Objectives:** The goal of this project is to provide additional capacity needed to oversee and carry out completion of the 2019-2021 New Hampshire Coastal Management Fellowship Project, entitled *Keeping New Hampshire's Coast Afloat: Creative Financing and Policy Making for Resilient Coastal Communities*, which seeks to advance the adoption and use of creative financing mechanisms for on-the-ground adaptation and state policies that facilitate on-the-ground adaptation and resilience efforts in coastal New Hampshire. Specifically, the Afloat project will: 1) establish a coordinated partnership to advance coastal community understanding and implementation of local stormwater and resilience fees (Track 1 – Stormwater and Resilience Fees); and 2) facilitate a collaborative process to investigate and recommend state coastal resilience policies (Track 2 – Coastal Resilience Policy Options).
- D. Scope of Work:** Campus shall perform the following tasks as part of New Hampshire's FFY19 National Oceanic and Atmospheric Administration (NOAA) Project of Special Merit, entitled *Coast Shift: Changing How the New Hampshire Seacoast Transports, Plans, Permits, and Finances for Resilience*, which is incorporated herein by reference.

Tasks

1. Participate in regular check-in meetings with Coastal Fellow on an ongoing basis throughout the duration of the project.
 2. Participate in regular Advisory Team meetings for Track 1 (Stormwater and Resilience Fees) and Track 2 (Coastal Resilience Policy Options), no less frequently than quarterly, throughout the duration of the project.
 3. Oversee the development and implementation of Coastal Fellow work plan for Track 1 (Stormwater and Resilience Fees) and Track 2 (Coastal Resilience Policy Options).
- E. Deliverables Schedule:** Campus shall submit three interim Performance Progress Reports (PPR) summarizing work completed to date. The first PPR shall cover the period from project start through March 31, 2020 and shall be due on April 15, 2020. The second PPR shall cover the period April 1, 2020 through September 30, 2020 and shall be due on October 14, 2020. The third PPR shall cover the period October 1 through March 31, 2021 and shall be due on March 31, 2021. Campus shall submit one final Performance Progress Report (PPR) summarizing major project outcomes completed during the project award period from project start through March 21, 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 no later than 60 days after the Project Period end date.

Budget Category	State Funding	Cost Sharing	Total
Salaries & Wages	\$4,158	-	\$4,158
Fringe Benefits	\$1,759	-	\$1,759
Travel	-	-	-
Supplies & Services	-	-	-
Other	-	-	-
Facilities & Admin.	\$2,083	-	\$2,083
Subtotal:	\$8,000	\$0	\$8,000
Total Project Cost:	\$8,000		

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).