



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



**Thomas S. Burack, Commissioner**

May 7, 2013

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

*Sole Source*

**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 \$12,500.00 to provide technical planning assistance to coastal communities, effective as of July 1, 2014 through December 31, 2015 upon approval of Governor and Council. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY15</u>
03-44-44-442010-3642-102-500731	\$12,500.00
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 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 NHCP’s expertise and outreach to communities throughout the coastal region. The NHCP Technical Assistance grants 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 three organizations to develop program priorities and annual work programs for inclusion in the annual NHCP budget. All three agencies provide professional planning assistance to municipal planning boards and staff including master plan updates, zoning and subdivision ordinance revisions, open space plans, build-out analyses, GIS-based natural resource assessments, identification of natural resource protection priorities, and other services.

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Page 2

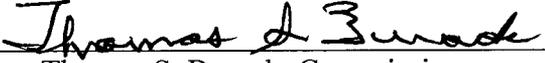
The purpose of this agreement is to support NROC in its provision of technical planning assistance to its member coastal communities. Grant funds will be used to 1) provide education, outreach and technical assistance that support climate adaptation planning to enhance local capacity to deal with the effects of climate change; 2) work with one community (to be determined) to provide hands-on assistance with activities to plan and prepare for increased flooding and intensified coastal storms; and 3) coordinate and facilitate regular meetings of the NROC team two to three times per year, and continue to work with and provide guidance to the expanded NROC group involved in Great Bay Outreach planning.

Total project costs are budgeted at \$25,000.00. DES will provide \$12,500.00 of the project costs through a federal grant. The NROC will provide \$12,500.00 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 ("Effective date") and shall end on **12/31/15**. 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: 603-559-0024

**Campus Project Administrator**

Name: Dianne Hall  
 Address: University of New Hampshire  
 Sponsored Programs Administration  
 51 College Rd. Rm 116  
 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: Catherine Coletti  
 Address: NH Coastal Program  
 Dept. of Environmental Services  
 222 International Drive, Suite 175  
 Portsmouth, NH 03801  
 Phone: 603-559-0024

**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. NA14NOS4190067 from **National Ocean 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:

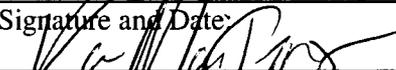
H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.  
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's 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:  5/21/14

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

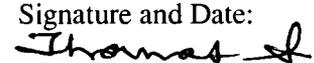
Name:  Lauren J. Nsether  
Title: Senior Assistant Attorney General

Signature and Date:  5-23-2014

(Form, substance and execution)

**By An Authorized Official of:  
Department of Environmental Services**

Name: Thomas S. Burack  
Title: Commissioner

Signature and Date:  5/20/14

**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:** July 1, 2014 through December 31, 2015
- 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 31, 2014, and incorporated by reference. Specific tasks include:

Task 1: Collaboration with the NH Coastal Adaptation Workgroup. NROC will provide education, outreach and technical assistance that support climate adaptation planning and increases community capacity to deal with the effects of climate change in NH's Coastal Zone and Coastal Watershed. NROC will continue its collaboration with the NH Coastal Adaptation Workgroup (CAW) – a coalition of 20 organizations working in NH's coastal watershed - both as a participant in NH CAW and by continuing to provide leadership to the CAW Outreach Team. This will include: 1) attending full CAW and CAW Outreach Team meetings twice a month; 2) facilitating the planning and implementation of public outreach programs (such as the popular Water, Weather, Climate and Community series) to help communities build resiliency and consider adaptation strategies that deal with the effects of extreme weather events in the context of climate change; 3) writing, compiling and publishing the CAW E-newsletter The Crow's Nest with updates about ongoing climate adaptation projects, upcoming events, climate adaptation in the news and climate resources for communities, and updating The Crow's Nest Blog; and 4) incorporate the results of the 2014 PREPA study into NROC's climate adaptation work.

Task 2: Planning and Preparing for Climate Change. The NROC team will work with one community in NH's coastal zone to provide hands-on assistance with activities to plan and prepare for climate change. This assistance will be customized to the community's needs, and may include topics such as: development of board and community outreach materials and assistance with outreach program delivery, delivery of the results of the 2014 PREPA Study that pertain to climate change, assessing community vulnerabilities to extreme weather, presentation of the NH Coastal Viewer (currently under development), development, delivery or assistance with Community Rating System materials for reducing flood risk, stormwater management, or implementing climate adaptation strategies. NROC staff will meet with the community for up to 4 meetings to help them move forward with their goals. Specific tasks will include: 1) identify and select a community in the NH Coastal Zone; 2) identify key players to participate in this effort; and 3) assist the selected community in developing a program to work towards climate adaptation planning.

Task 3: NROC Administration and Great Bay Outreach Planning. NROC will coordinate and facilitate regular meetings of the NROC team two or three times per year. NROC will continue to work with and provide guidance to the expanded NROC group involved in Great Bay Outreach planning (also known as NROC –The Next Phase), an updated and revised approach based on the NROC Dealing with Growth program. The group is planning a focus on combined watershed-wide messaging, and communicating and coordinating around new studies and regulations, e.g. the 2012 State of Our

Estuaries Report, the Great Bay Nitrogen Pollution Source Study, PREPA 2014 study, MS4 permits, managing stormwater and updating regulations, etc. Some of this work would use the NROC model of coordinated follow-up assistance to communities in the Coastal Watershed.

- E. Deliverables Schedule:** Campus Project Director shall provide Progress Reports on December 31, 2014 and June 30, 2015, summarizing work to date. Campus Project Director shall submit a Final Report due on December 31, 2015 (one print copy and an electronic version in PDF format) 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:** Using standard Campus invoices Campus shall submit invoices quarterly and will specify actual expenses, by major budget categories, and shall document cumulative cost sharing through the end of the invoicing period. Upon receipt by the State Project Director of the progress report, final report and invoices, State shall issue payment to Campus based on the costs documented by Campus. The final billing must be received by the State no more than 30 days after the completion date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	6,839	6,866	13,705
2. Employee Fringe Benefits	3,082	3,055	6,137
3. Travel	0	0	0
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	2,579	2,579	5,158
Volunteer Time			
Subtotals	12,500	12,500	25,000
Total Project Costs:			25,000

- G. OTHER: Funding Credit:** An appropriate funding credit statement and logos of NOAA, NH DES and the NH Coastal Program shall appear on all materials intended for public distribution. The funding credit statement shall read as follows: This project was funded under the Coastal Zone Management Act by NOAA's Office of Ocean and Coastal Resource Management in conjunction with the New Hampshire Coastal Program.

Campus Authorized Official   
 Date 5/2/14

## 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 .

**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>State Funding</b>	<b>Match</b>	<b>Total</b>
Salaries & Wages	\$6,839.00	\$6,866.00	\$13,705.00
Employee Fringe Benefits	\$3,082.00	\$3,055.00	\$6,137.00
Travel	\$0.00	\$0.00	\$0.00
Supplies & Services	\$0.00	\$0.00	\$0.00
Volunteer and Fellowship Time	\$0.00		\$0.00
Facilities and Administrative Costs	\$2,579.00	\$2,579.00	\$5,158.00
<b>Subtotals</b>	<b>\$12,500.00</b>	<b>\$12,500.00</b>	<b>\$25,000.00</b>
In-Kind Contribution		\$0.00	\$0.00
<b>Total Project Cost</b>			<b>\$25,000.00</b>