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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 8, 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 award a **SOLE SOURCE** agreement to the University of New Hampshire, Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$13,333.00 to provide technical planning assistance to coastal communities, effective as of July 1, 2013 through December 31, 2014 upon approval of Governor and Council. 100% Federal Funds.

Funding is available in the account as follows. Funding for FY 2014 is contingent upon continuing appropriation and availability of funds.

	<u>FY14</u>
03-44-44-442010-3642-102-500731	\$13,333.00
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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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 through NROC's participation with the NH Coastal Adaptation Workgroup (CAW); 2) work with RPC to apply the NOAA Roadmap for Coastal Adaptation Planning process in one community in the RPC planning region to incorporate adaptation strategies into town documents and develop citizen-led initiatives; and 3) work with the Piscataqua Region Estuaries Partnership (PREP), RPC, SRPC, and through the CAW outreach team to update the Piscataqua Region Environmental Planning Assessment, which documents the current status of environmental planning efforts and land use regulations for the communities in the Piscataqua River watershed.

Total project costs are budgeted at \$26,666.00. DES will provide \$13,333.00 of the project costs through a federal grant. The NROC will provide \$13,333.00 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 **12/31/14**. 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: David Murphy
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: 559-0021

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: David Murphy
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: 559-0021

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 \$13,333 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. NA12NOS4190085 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:

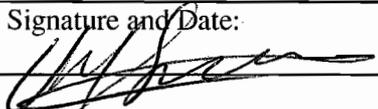
H. State has chosen not to take possession of equipment purchased under this Project Agreement.
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. 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: Victor G Sosa
Title: Director, Sponsored Programs Administration

Signature and Date:  4-29-13

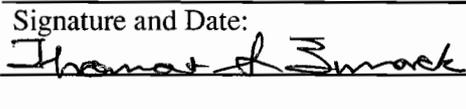
**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: 
Title: 

Signature and Date:  5-17-13

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

Name: Thomas S. Burack
Title: Commissioner

Signature and Date:  5/16/2013

**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, 2013 through December 31, 2014
- 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 February 6, 2013, and incorporated by reference. Specific tasks include:

Task 1: Climate Adaptation and Stormwater Outreach. 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 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. In a continuing partnership with the UNH Stormwater Center (UNHSC), NROC staff will work with UNHSC staff to update *Forging the Link* materials with local case studies demonstrating innovative strategies for stormwater management in a changing climate.

Task 2: NOAA Roadmap for Coastal Adaptation Planning. In 2012, the NROC team developed a modified process for the NOAA Roadmap, piloted in the town of Newfields, a small rural community in NH's coastal watershed. This process, which included the NROC model of hands-on follow up assistance, was successful in helping to develop momentum in Newfields to incorporate adaptation strategies into their town documents as well as developing citizen-led initiatives. During the project period, NROC will work in collaboration with Rockingham Planning Commission (RPC) to use the modified Roadmap process in one community in the RPC region.

Task 3: Update the 2009 PREPA Study. In 2009, the Piscataqua Region Estuaries Partnership (PREP) conducted *The Piscataqua Region Environmental Planning Assessment* (PREPA), which documented the current status of environmental planning efforts and land use regulations for the communities in the Piscataqua River watershed. This study included a number of questions related to regulatory and non-regulatory approaches to resource management and included recommended actions to improve natural resources protection in the coastal watershed. The study provided helpful information for communities by identifying gaps in their regulatory and non-regulatory protection mechanisms for natural resources. PREP is planning to update this study in 2013. NROC staff will work with PREP, Rockingham Planning Commission, Strafford Regional Planning Commission, and through the CAW Outreach team to accomplish this update.

- E. Deliverables Schedule:** Reports. Campus Project Director shall provide Progress Reports on December 31, 2013 and June 30, 2014, summarizing work to date. Campus Project Director shall submit a Final Report due on December 31, 2014 (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 an invoice on 12/31/13, 6/30/14 and 12/31/14 and will specify actual expenses, by major budget categories, and shall document cumulative cost sharing through the end of the invoicing period. Upon receipt and approval 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	\$ 7,233	\$ 5,606	\$12,839
2. Fringe Benefits	3,349	2,595	5,944
3. Travel	-	-	-
4. Supplies and Services	-	-	-
5. Other (Volunteers)	-	3,000	3,000
6. Facilities and Admin.	2,751	2,132	4,883
Subtotals:	\$13,333	\$13,333	\$26,666
Total Project Costs: \$26,666			

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.

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**

Budget Item	State Funding	Match	Total
Salaries & Wages	\$7,233.00	\$5,606.00	\$12,839.00
Employee Fringe Benefits	\$3,349.00	\$2,595.00	\$5,944.00
Travel	\$0.00	\$0.00	\$0.00
Supplies & Services	\$0.00	\$0.00	\$0.00
Volunteer and Fellowship Time	\$0.00	\$3,000.00	\$3,000.00
Facilities and Administrative Costs	\$2,751.00	\$2,132.00	\$4,883.00
Subtotals	\$13,333.00	\$13,333.00	\$26,666.00
In-Kind Contribution		\$0.00	\$0.00
Total Project Cost			\$26,666.00