



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

December 5, 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** grant to the University of New Hampshire, Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$70,999.00 to coordinate the development and implementation of local adaptation action plans by two coastal communities, and provide outreach to New Hampshire businesses, effective upon Governor and Council approval through March 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY14</u>
03-44-44-442010-5421-072-500573	\$70,999.00
Dept. Environmental Services, Coastal Zone Management, Grants-Federal	

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. In addition, NROC is the only entity in the state currently implementing the National Oceanic and Atmospheric Administration (NOAA) Roadmap process, a participatory approach for assessing a community's vulnerability to hazards, making it the most qualified organization to lead this project.

DES was awarded a grant from the National Oceanic and Atmospheric Administration (NOAA) to advance resiliency and adaptation planning for coastal hazards by integrating tools, research, outreach, and technical assistance. DES will subcontract with several partners to undertake multiple tasks. Two coastal communities will be selected in the first few months of the project, and those two communities, along with the two regional planning agencies in the seacoast and the business community, will be the end-users who will help inform: a) the new data and tools developed; b) the GIS platform that will house these new data products as well as existing coastal data (the "Coastal Viewer"); and c) the way the new information and GIS platform will be delivered and disseminated

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(the "Toolbox"). These communities will be able to use the technical tools being developed while engaged in the NOAA Roadmap framework (a participatory approach for assessing a community's vulnerability to hazards) as they work on climate adaptation activities and policies. New information generated by this project will include updated and expanded Sea Level Affecting Marsh Migration (SLAMM) model outputs, and current information about Fluvial Erosion Hazards. Through an innovative approach of working with end-users in target communities throughout the project, both the Toolbox and the analysis and interpretation of the information will be relevant to local decision makers and the local business community.

DES Coastal Program staff will facilitate and coordinate the project, and NH Geological Survey staff will develop fluvial erosion hazard and culvert assessment data sets and summary documents. The majority of the funding will be passed through to project partners. The following partners are written into the grant as approved by NOAA: 1) UNH Earth Systems Research Center will develop the Coastal Viewer web-based toolbox with new coastal resiliency data visualization and query tools; 2) UNH Natural Resources Outreach Coalition will coordinate the development and implementation of local adaptation action plans by two coastal communities, and provide outreach to New Hampshire businesses; 3) Great Bay Stewards will work with the Great Bay National Estuarine Research Reserve on SLAMM model development; and, 4) UNH Jackson Estuarine Laboratory will perform technical verification of data inputs to the SLAMM model.

Total project costs are \$70,999. 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 **3/31/15**. 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 - Project of Special Merit**

- 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: Steven Couture

Address: NH Coastal Program
 Dept. of Environmental Services
 222 International Drive, Suite 175
 Portsmouth, NH 03801

Phone: 559-0027

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 \$70,999 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 0 % 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. **NA13NOS4190142** 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 Programs Administration
Signature and Date: [Signature] 9/20/13

By An Authorized Official of:
Department of Environmental Services
Name: Thomas S. Burack
Title: Commissioner
Signature and Date: [Signature] 11/14/2013

By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name: Eva Mulholland
Title: AAG
Signature and Date: [Signature] 11-18-13

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 - Project of Special Merit
- B. Project Period:** Date of Governor and Council approval through March 31, 2015
- C. Objectives:** The Natural Resources Outreach Coalition (NROC) will coordinate the development and implementation of local adaptation action plans by two New Hampshire coastal communities and will engage the services of a consultant to provide outreach to New Hampshire businesses to assess business receptivity to the issue of adaptation planning and implementation.
- D. Scope of Work:** The following tasks will be performed by NROC in conjunction with other project partners to achieve the Project of Special Merit overall goal of developing user-driven analysis products, mapping and query tools, and dissemination techniques.

Task 1: NOAA Roadmap process to develop Adaptation Action Plans in two coastal communities:

- Attend Steering Group Meetings throughout the project.
- Identify at least two target communities ready to work on the Roadmap process and that are within focus areas of data products being simultaneously developed (e.g., Fluvial Erosion Hazards, Sea-Level Rise Affecting Marsh Migration-SLAMM).
- Identify key local partners or champions as project co-leaders in each community, and who would be willing to participate in end-user workshops to inform the development of Coastal Viewer products.
- Work with local leaders to identify key stakeholders and other local participants.
- Develop and implement the process for advertising and recruiting stakeholders and other participants to the kick-off meeting.
- Host Kick-Off meeting in each community to present local climate assessment (past, present, and future conditions), conduct vulnerability assessment, and identify focus areas for action.
- Coordinate several end-user work sessions with local partners to provide feedback on Coastal Viewer development and prepare materials (maps, photos, Fluvial Erosion Hazards, SLAMM model, culvert assessments, and related data) for each community's kick off meeting.
- Reconvene community members at the first of several follow up meetings to develop and refine action plans to address each community's concerns.
- Continue convening community members on a monthly or as-needed basis (for up to five months) to advance implementation of community action plans with specific actors and timelines, and to provide technical assistance, education and support for implementation. The project team will assist each community with integrating adaptation strategies into plans, policies and practices.
- Attend workshop for coastal municipal officials, business leaders, regional planning agencies and other stakeholders to introduce tools and analysis available in Coastal Viewer.
- At the end of the project NROC will prepare and submit a summary report of its coordination efforts and each community's progress within the Roadmap process.
- At the end of the project NROC will prepare and submit an Adaptation Action Plan developed by each community and samples of other community products (e.g. ordinances, project descriptions, master plan updates, etc.).

Task 2: Select and oversee Consultant who will provide the following business outreach activities:

- Attend Steering Group Meetings throughout the project.
- Attend two end-user work sessions.
- 1. Advertise and recruit business stakeholders through business community channels. 2. Work with New Hampshire Coastal Adaptation Workgroup (NHCAW) colleagues, under NROC guidance, to identify business stakeholders. 3. Participate and assist in work sessions led by NROC and follow up with business community members to help identify needs for business continuity planning. 4. Participate in monthly team meetings.
- Prepare for and lead coordination meeting of NHCAW members.
- Meet with business community members and associations to discuss adaptation, uncover issues and concerns, test approaches, and decide on information content and format.
- Meet with Unitil, PSNH for an adaptation “lunch and learn.”
- Segment business community into sectors (service, financial, retail, real estate and building) using available market data.
- Identify presenters and develop presentation.
- Market and schedule outside presentations; convene 3 invitation presentations-coordinate with NROC.
- Identify business leaders willing to publicly support policies related to coastal communities’ local adaptation efforts.
- Connect these leaders with state and federal policymakers.
- Publicize the work of engaged businesses to local print and online media.
- Attend workshop for coastal municipal officials, business leaders, regional planning agencies and other stakeholders to introduce tools and analysis available in Coastal Viewer.
- At the end of the project the Consultant will prepare and submit a summary report on business receptivity to the issue of adaptation planning and implementation, including a summary of best practices and lessons learned. Other work products will include a business-centric PowerPoint presentation, a list of business and sector targets, regular communications to the private sector from a NHCAW designee/liaison, public statements affirming the need for climate preparedness, and op-ed(s), a feature story or article in a business outlet (newsletter, trade magazine).

E. Deliverables Schedule: Reports. Campus Project Director shall provide Progress Reports on April 15, 2014 and October 15, 2014, summarizing work to date. Campus Project Director shall submit a Final Report due on April 15, 2015 in PDF format summarizing the project activities.

F. Budget and Invoicing Instructions: Using standard Campus invoices Campus shall submit invoices periodically and will specify actual expenses, by major budget categories. Upon receipt and approval by the State Project Director of invoices, State shall issue payment to Campus based on the costs documented by Campus.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$21,684	\$ -	\$21,684
2. Fringe Benefits	9,798	-	9,798
3. Travel	950	-	950
4. Supplies and Services	23,917	-	23,917
5. Equipment	-	-	-
6. Facilities and Admin.	14,650	-	14,650
Subtotals:	\$70,999	\$ -	\$70,999
Total Project Costs: \$70,999			

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		\$21,684.00	\$0.00	\$21,684.00
Employee Fringe Benefits		\$9,798.00	\$0.00	\$9,798.00
Travel		\$950.00	\$0.00	\$950.00
Supplies & Services		\$23,917.00	\$0.00	\$23,917.00
Contractual		\$0.00	\$0.00	\$0.00
Facilities and Administrative Costs		\$14,650.00	\$0.00	\$14,650.00
Subtotals		\$70,999.00	\$0.00	\$70,999.00
In-Kind Contribution			\$0.00	\$0.00
Total Project Cost				\$70,999.00