



The State of New Hampshire

DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

September 11, 2016

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award a SOLE SOURCE grant to the University of New Hampshire (UNH), Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$20,000 to provide outreach and technical assistance to coastal communities on the recommendations from the Coastal Risk and Hazards Commission, effective upon Governor and Council approval through March 31, 2018. 100% Federal Funds.

Funds are available in the following account:

03-44-44-442010-1209-102-500573
FY 2017
\$20,000
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services

EXPLANATION

As part of its grant application to the National Oceanic and Atmospheric Administration, the NHDES Coastal Program (NHCP) budget included local technical planning assistance funds for the University of New Hampshire Natural Resources Outreach Coalition (NROC), Great Bay Stewards (GBS), and two Regional Planning Commissions – Rockingham Planning Commissions (RPC) and Strafford Regional Planning Commission (SRPC) – that serve communities located in the coastal zone. These funds were specifically targeted to support partnerships with UNHCE, GBS, RPC, and SRPC for the purposes of advancing coastal resilience and adaptation planning by working with communities to prioritize and implement the final recommendations of the Coastal Risk and Hazards Commission (CRHC). The CRHC, established by legislation in 2013, was charged with “recommending 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.” Many of the CRHC’s recommendations, which were released this spring, promote program and policy changes at the local level, including a recommendation that municipalities consider projections of future sea level and precipitation conditions in their activities and plans. The overall goal of the project is to provide the capacity needed for New Hampshire coastal municipalities to begin implementing the CRHC’s final recommendations. This agreement is SOLE SOURCE because the NROC is the only UNH entity that provides technical planning assistance to coastal zone and coastal watershed municipalities on a partnership basis. NROC is uniquely qualified to provide these services given its expertise in providing communities with educational assistance and guidance necessary to achieve their land use and natural resource protection goals.

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The purpose of this agreement is to enable UNH to work with project partners to conduct outreach to municipal stakeholders to communicate CRHC recommendations and obtain input on community priorities and readiness to take action. Additionally, UNH will work with project partner Strafford Regional Planning Commission to develop a climate adaptation chapter to be included in City of Dover Master Plan. Lastly, UNH will coordinate with project partners on the development of a technical assistance grant program to Great Bay coastal municipalities for implementing CRHC recommendations.

Total project costs are \$20,000. The NHDES will provide \$20,000 of the project costs through a federal grant. This grant award, while less than \$25,000 threshold, requires Governor and Council approval as UNH has received funds in excess of the threshold for this Fiscal Year 2017. Matching funds are not a part of this project. 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.



for 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 **03/31/18**. 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 -- Setting SAIL: Acting on the Coastal Risk & Hazards Commission Science, Assessment, Implementation, and Legislation Recommendations

- 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: NH Coastal Program  
 Dept. of Environmental Services  
 222 International Drive, Suite 175  
 Portsmouth, NH 03801  
 Phone: 559-0029

**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: **Nathalie Morison**  
 Address: NH Coastal Program  
 Dept. of Environmental Services  
 222 International Drive, Suite 175  
 Portsmouth, NH 03801  
 Phone: 559-0029

**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 \$20,000 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 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. **NA15NOS4190089** 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.

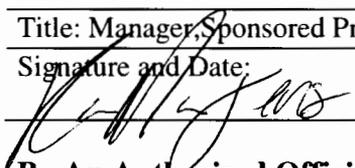
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Environmental Services** have executed this Project Agreement.

**By An Authorized Official of:  
University of New Hampshire**

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

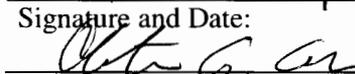
 8/12/16

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

Name: Christopher G. Aslin

Title: Assistant Attorney General

Signature and Date:

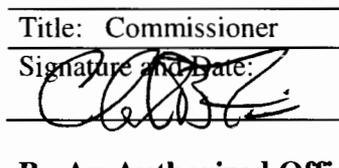
 10/10/16

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

Name: Thomas S. Burack for

Title: Commissioner

Signature and Date:

 9/29/16

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

Name:

Title:

Signature and Date:

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## EXHIBIT A

**A. Project Title:** Natural Resources Outreach Coalition -- Setting SAIL: Acting on the Coastal Risk & Hazards Commission Science, Assessment, Implementation, and Legislation Recommendations

**B. Project Period:** Upon G&C Approval – March 31, 2018

**C. Objectives:** The Natural Resources Outreach Coalition (NROC) will provide outreach and assistance to communities in New Hampshire's coastal watershed on understanding, prioritizing, and implementing recommendations from the Coastal Risk and Hazards Commission.

**D. Scope of Work:** A detailed scope of work is provided in the proposal titled "New Hampshire Setting SAIL: Acting on the Coastal Risk & Hazards Commission Science, Assessment, Implementation, and Legislation Recommendations," and incorporated by reference. Specific tasks include:

Task 1: Education and Outreach:

- Work with project partners to conduct messaging and outreach to municipal stakeholders in Atlantic and Great Bay coastal communities to: (1) relay CRHC recommendations; and (2) obtain input on community priorities and readiness to take action.

Task 2: Municipal Assessment and Implementation:

- Work with Strafford Regional Planning Commission to develop climate adaptation chapter to be included in City of Dover Master Plan.
- Work with project partners to provide technical assistance grants to Great Bay coastal municipalities for implementing CRHC recommendations.

Task 3: Project Management:

- Attend quarterly project team coordination meetings.

### **E. Deliverables Schedule:**

**Progress Report:** Prepare and submit two (2) electronic semi-annual Progress Reports to NHCP in .pdf format. The first progress report shall summarize project activity during the period from the start of the project through March 31, 2017 and is due by March 31, 2017. The second progress report shall summarize project activity during the period from April 1, 2017 through September 30, 2017 and is due by September 30, 2017.

**Final Report:** Prepare and submit a Final Report to NHCP by March 31, 2018. An electronic copy of the Final Report shall be submitted in .pdf format. The final report shall describe all project activity and shall include a summary budget table of project costs by Federal budget category. The funding credit language quoted in "Funding Credit" above shall appear on the final report along with the logos of sponsoring agencies (NHDES, NHCP & NOAA).

**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. 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	\$10,987	-	\$10,987
2. Fringe Benefits	\$4,098	-	\$4,098
3. Travel	\$588	-	\$588
4. Supplies and Services	\$200	-	\$200
5. Facilities and Admin.	\$4,127	-	\$4,127
Subtotals:	\$20,000	-	\$20,000
Total Project Costs:	\$20,000	-	

**G. Other**

**Funding Credit:** All work products intended for public distribution, including websites, flyers, newsletters, signage etc., shall include the logos of the sponsoring agencies as follows: the National Oceanic Atmospheric Administration (NOAA), New Hampshire Coastal Program (NHCP), and New Hampshire Department of Environmental Services (NHDES). Additionally, all work products intended for public distribution shall include the following funding credit statement: “This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services 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**

<b>Item</b>	<b>Federal (Coastal Program)</b>	<b>Match</b>	<b>Total</b>
Personnel	\$10,987	\$0	\$10,987
Fringe	\$4,098	\$0	\$4,098
Equipment	\$0	\$0	\$0
Travel	\$588	\$0	\$588
Supplies	\$200	\$0	\$200
Sub-Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Indirect	\$4,127	\$0	\$4,127
<b>Totals</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$20,000</b>