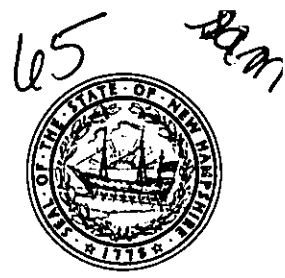




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

September 26, 2018

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

OCT17'18 09.40 DAS

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) 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 \$21,000 to develop and begin implementing a Creative Outreach Plan for coastal community Resilience (COPR) in New Hampshire, effective upon Governor and Council approval through March 31, 2020. The funding source is 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-442010-3642-072-500573 FY 2019
\$21,000
Dept. Environmental Services, Coastal Zone Management, Grants – Federal

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire (UNH) Cooperative Extension has been developing and promoting contemporary, practical education to meet New Hampshire's needs for over 100 years. In particular, UNH Cooperative Extension has been intimately involved in engaging and conducting outreach to coastal municipalities specifically on the topic of coastal flood risks as a member of the Coastal Adaptation Workgroup since 2009. As a result, the UNH Cooperative Extension has built trusted relationships with coastal municipalities and is in a unique position to employ creative strategies to solicit feedback on and disseminate updated coastal flood risk guidance as part of this agreement. Furthermore, the UNH Cooperative Extension/New Hampshire Sea Grant has significant experience developing volunteer based programs, such as the Coastal Research Volunteers and Nature Groupie, which will be instrumental in piloting a citizen-science approach to collect coastal flooding data as part of this agreement.

This agreement is part of a larger project competitively funded through a National Oceanic and Atmospheric Administration (NOAA) Project of Special Merit award, entitled: *Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH*. This Project of Special Merit enables the NHDES Coastal Program (NHCP) to work with the UNH Cooperative Extension/New Hampshire Sea Grant, UNH, Strafford Regional Planning Commission, Rockingham Planning Commission, and Studio NaCl to: 1) update best available coastal flood risk science and guidance as required by RSA 483-B:22; 2) identify and test creative outreach and education strategies to build social capital for coastal resilience; and 3) improve community capacity to implement community tax revitalization incentives to enhance coastal resilience as authorized by RSA 79E:4-a.

The purpose of this agreement is to enable the UNH Cooperative Extension/New Hampshire Sea Grant to support the execution of the *Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH* Project of Special Merit by performing the following tasks, as described in greater detail in Exhibit A of the agreement.

- Utilize social capital concepts to develop a Creative Outreach Plan for coastal community Resilience (COPR) in New Hampshire.
- Conduct 2-4 creative outreach and engagement events to solicit feedback on and publicize New Hampshire's Coastal Flood Risk Guidance.
- Pilot a citizen science approach for collecting coastal flooding data during a King Tide event in at least one coastal municipality.

Total project costs are budgeted at \$21,000. NHDES will provide \$21,000 of the project costs through a federal grant. No matching funds are required for this project. In the event that Federal funds become no longer available, General funds will not be requested to support the project.

The agreement has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.



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 **3/31/20**. 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: Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH (UNHCE)

- 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: Cheryl Moore
 Address: University of New Hampshire
Sponsored Program Administration
Service Bldg. Rm. 111, 51 College Rd.
Durham, NH 03824
 Phone: (603) 862-1992

- 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: Amanda Stone
 Address: University of New Hampshire
Cooperative Extension
Nesmith Hall, Rm. 220, 131 Main St.
Durham, NH 03824
 Phone: (603) 862-1067

Campus Authorized Official [Signature]
Date 9/12/18

F. Total State funds in the amount of \$21,000 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. NA18NOS4190086 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

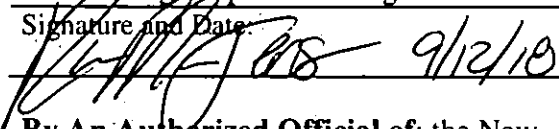
Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

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.

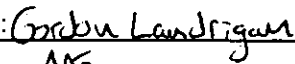

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties 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.

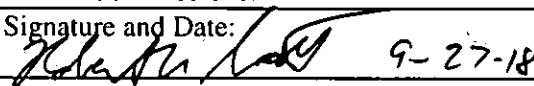
**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen
Title: Manager, Sponsored Program Administration
Signature and Date:  9/12/18

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

Name:  Landrigan
Title: AAG
Signature and Date:  10/16/18

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

Name: Robert R. Scott
Title: Commissioner
Signature and Date:  9-27-18

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:** Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH (UNHCE)
- B. Project Period:** Upon Governor and Council approval – March 31, 2020
- C. Objectives:** The goal of this project is to develop and begin implementing a Creative Outreach Plan for coastal community Resilience (COPR). To do so, this project seeks to accomplish the following objectives: 1) Utilize social capital concepts to develop a creative outreach plan for community resilience in NH; 2) Conduct 2-4 creative outreach events to obtain feedback on and publicize New Hampshire's updated Coastal Flood Risk (CFR) Guidance; and 3) Pilot a citizen science approach for collecting coastal flooding data during a King Tide event in at least one coastal municipality.
- D. Scope of Work:** Campus shall perform the following tasks that comprise components of New Hampshire's FFY18 National Oceanic and Atmospheric Administration (NOAA) Project of Special Merit award proposal, entitled "Using Science, Building Social Capital, and Unpacking Tax Incentives for a Resilient Coastal NH," which is incorporated herein by reference.
- 1. Update Best Available Coastal Flood Risk Science and Guidance**
- 1.06 Attend and participate in Science and Technical Advisory Panel Meeting #2 to review draft Coastal Flood Risk (CFR) Science Summary and Guidance framework.
- 1.11 Collaborate with New Hampshire Coastal Program (NHCP) to plan, organize, and conduct public input process to provide information and solicit verbal and written comments on draft CFR Guidance, including, but not limited to, 1-2 creative engagement events based on research completed for Task 2.01 below.
- 1.14 Provide NHCP and Studio NaCl with input and feedback on the design of the CFR Guidance booklet and interactive CRF Science Summary and Guidance website.
- 2. Identify and Test Creative Strategies to Build Social Capital for Resilience**
- 2.01 Collaborate with NHCP and New Hampshire Coastal Adaptation Workgroup (CAW) to develop Creative Outreach Plan for coastal community Resilience (COPR), including objectives and strategies to foster greater public engagement and facilitate community education and adaptation.
- 2.02 Collaborate with NHCP and CAW to plan, organize, and conduct outreach to relay CFR Science Summary and Guidance to coastal municipalities, including, but not limited to, 1-2 creative outreach events based on research for Task 2.01 above.
- 2.04 Engage citizen science volunteers to collect King Tide coastal flooding data to inform municipal decision making.
- a. Determine project locations (e.g., areas in need of high-resolution flood mapping data and areas of high tidal flooding risk) in at least one pilot community;
- b. Evaluate existing citizen science tools for mapping coastal flooding (e.g., Sea Level Rise mobile application) and adapt for New Hampshire audiences;
- c. Recruit and train citizen science volunteers from the Coastal Research Volunteer program and via Nature Groupie.
- d. Coordinate and deploy volunteers to map tidal flooding in conjunction with the fall 2019 King Tide event, estimated to occur over three days in September/October 2019.

- e. Evaluate feasibility of expanding citizen science approach for collecting flooding data in New Hampshire, including recommendations and budget needed for expansion.

4. Submit semi-annual reports to NOAA

4.01 Prepare three (3) semi-annual performance progress reports detailing project activities.

E. Deliverables Schedule: Campus will produce the following deliverables:

1. Creative Outreach Plan for Coastal Community Resilience (COPR; Task 2.01): Campus shall prepare a draft COPR for NHCP and CAW review by March 31, 2019. Campus shall submit a final COPR for NHCP approval by June 30, 2019.
2. Map of citizen science data delineating 2019 King Tide extent (Task 2.04): Campus shall provide a map of the citizen science data collected during the 2019 King Tide event by March 31, 2020.
3. Evaluation of citizen science coastal flood mapping pilot project (Task 2.04): Campus shall submit a report evaluating the feasibility of expanding the citizen science coastal flood mapping pilot project on a larger scale in New Hampshire by March 31, 2020.
4. Performance Progress Reports (Task 4.01): Campus shall provide three semi-annual Performance Progress Reports (PPR) summarizing work completed to date. The first PPR shall cover the period from project start through March 31, 2019 and shall be due on April 12, 2019. The second PPR shall cover the period April 1, 2019 through September 30, 2019 and shall be due on October 11, 2019. The third PPR shall cover the period October 1, 2019 through March 31, 2020 and shall be due on March 31, 2020.

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 Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 10,512	-	\$ 10,512
2. Fringe Benefits	\$ 4,405	-	\$ 4,405
3. Travel	\$ 400	-	\$ 400
4. Supplies & Services	\$ 350	-	\$ 350
5. Other (Volunteers)	\$ 1,000	-	\$ 1,000
6. Facilities & Admin.	\$ 4,333	-	\$ 4,333
Subtotals:	\$ 21,000	\$ 0	\$ 21,000
Total Project Costs:	\$21,000		

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) in lieu of Circulars listed in paragraph above.**