



The State of New Hampshire
Department of Environmental Services

Clark B. Freise, Assistant Commissioner



May 25, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** cooperative project agreement with the University of New Hampshire (UNH), Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$12,500 to provide technical planning assistance to coastal communities, effective as of July 1, 2017 through December 31, 2018 upon Governor and Council approval. Funding is 100% Federal Funds.

Funding is available in the account as follows. Funding for Fiscal Year 2018 is contingent upon continuing appropriation and availability of funds.

	<u>FY18</u>
03-44-44-442010-3642-102-500731	\$12,500
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services	

EXPLANATION

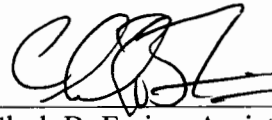
This agreement is **SOLE SOURCE** because the Natural Resources Outreach Coalition (NROC) is the only UNH entity that provides technical planning assistance to coastal zone and coastal watershed municipalities on a partnership basis. The Coastal Program annual program budget includes local technical 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 Coastal Program’s expertise and outreach to communities throughout the coastal region. The Coastal Program’s technical assistance grants have been part of the overall National Oceanic Atmospheric Administration’s approved program and annual work plans for the past twenty years. Coastal Program 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 budget. All three agencies provide professional planning assistance to municipal planning boards and staff.

The purpose of this agreement is to support NROC in its provision of technical planning assistance. Grant funds will be used to 1) complete a local outreach program for at least one municipality focused on coastal resilience; 2) collaborate with the New Hampshire Coastal Adaptation Workgroup to assist New Hampshire coastal municipalities in preparing for coastal flooding; and 3) participate on NROC stormwater subgroup meetings and activities.

Total project costs are budgeted at \$25,000. NHDES will provide \$12,500 of the project costs through a federal grant. The NROC will provide \$12,500 in matching funds. A budget breakdown is provided in Attachment A. This award, while less than the \$25,000 threshold, requires G&C approval as UNH has already received funds in excess of the threshold for this fiscal year.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. This agreement has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.



Clark B. Freise, Assistant 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 and shall end on 12/31/18. 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 Technical Assistance**

- 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: Steve Couture
 Address: NH Coastal Program
 Dept. of Environmental Services
 222 International Drive, Suite 175
 Portsmouth, NH 03801
 Phone: 271-8801

Campus Project Administrator

Name: Cheryl Moore
 Address: University of New Hampshire
 Sponsored Programs Administration
 Service Building/51 College Road
 Durham, NH 03824
 Phone: 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: Kirsten Howard
 Address: NH Coastal Program
 Dept. of Environmental Services
 222 International Drive, Suite 175
 Portsmouth, NH 03801
 Phone: 559-0020

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 \$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. NA17NOS4190040 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:

 5/4/17

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

Name: Christopher G. Aslin

Title: Assistant Attorney General

Signature and Date:

 5/3/17


By An Authorized Official of:

Department of Environmental Services

Name: Clark Freise

Title: Assistant Commissioner

Signature and Date:

 5/28/17

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
- B. Project Period:** Upon G&C Approval – December 31, 2018
- C. Objectives:** NROC staff will conduct an outreach project focused on coastal resilience with at least one municipality. The outreach project may include but is not limited to working with the Strafford Regional Planning Commission to plan and coordinate a high-water mark (HWM) project in Dover, New Hampshire.
- D. Scope of Work:** A detailed scope of work is provided in the proposal titled "306-10 Natural Resources Outreach Coalition 2017-2018 FINAL" dated March 2017, and incorporated by reference. Specific tasks include:

1 Implement a high-water mark (HWM) project in the City of Dover, NH. This may include the FEMA High Water Mark Initiative, or it may be an independently designed project by the community (or a combination).		Timeframe (months)
1.1	NROC staff will work with SRPC to form a Dover-HWM committee for this project.	7
1.2	NROC staff will attend up to four meetings with Dover-HWM committee.	7-18
1.3	NROC staff will produce public informational materials including those needed for project publicity, the launch and installation event, and presentations to municipal decision-makers.	7-12
1.4	NROC staff will solicit public input on where installing the high-water mark signs make the most sense (city-owned land, etc.). NROC will also coordinate with any Dover groups (e.g., high school students and teachers) that may provide any art for the HWM initiative. Coordinate with SRPC and other partners on site selection and installation showing past flood events and, to the extent possible, future projected sea-level rise.	8-15
1.5	NROC staff will compile climate adaptation and resiliency recommendations and actions from existing plans and reports as an implementation guide, using imagery and graphics to easily communicate facts and figures.	9-15
1.6	NROC staff will work with SRPC to create a HWM project summary for posting on SRPC, Extension/Sea Grant, and NH Coastal Adaptation Workgroup websites.	9-15
1.7	NROC staff will create a presentation focused primarily on images to tell the story and to engage Dover residents, city staff and municipal boards. These events/meetings will provide an opportunity to build on previous climate adaptation efforts in Dover, including the Climate Adaptation Master Plan chapter which will be completed by spring 2018 (an outcome from the NH Setting SAIL project, funded by NOAA).	9-16
1.8	NROC staff will help to present HWM at the launch event and at up to two municipal board/committee meetings (such as Conservation Commission, Open Lands Committee, Energy Committee, etc.). Plan and send out publicity for the public launch.	9-18

2 – Implement additional outreach for Dover or another coastal municipality focused on local climate adaptation activities. Outreach may include a school program (such as Climate in the Classroom) or other outreach to engage an expanded audience. Use this program to promote awareness about the HWM project as well as recommendations in the new Climate Adaptation Master Plan Chapter. Specific tasks may include the following:		Timeframe (months)
2.1	Work with municipal stakeholders and partners to identify interested teacher.	3-4
2.2	Adapt and update program plan and materials as needed working in collaboration with the teacher.	4-8
2.3	Implement classroom visit and coordinate parent engagement activities.	8-9
2.4	Plan and implement the culminating community event, where students present what they have learned to parents, teachers, municipal leaders, and other community members, including associated pre- and post-event publicity.	10-12

E. Deliverables Schedule: Reports. Campus Project Director shall provide progress reports on December 31, 2017 and July 1, 2018, summarizing work to date. Campus Project Director shall submit a final report due on December 31, 2018 (electronic version in PDF) 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: 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, and shall document cumulative cost sharing through the end of the invoicing period. 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	\$ 6,991	\$ 6,991	\$13,982
2. Fringe Benefits	\$ 2,930	\$ 2,930	\$5,860
3. Travel	-	-	-
4. Supplies and Services	-	-	-
5. Other (Volunteers)	-	-	-
6. Facilities and Admin.	\$ 2,579	\$ 2,579	\$ 5,158
Subtotals:	\$12,500	\$12,500	\$25,000
Total Project Costs: \$25,000			

G. Other

Funding credit requirement on final work products and outreach materials: All final work products and outreach materials associated with the work for the items above shall include the NOAA, NHCP and NHDES logos. All work products and outreach materials 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 N.H. Department of Environmental Services Coastal Program.” Examples of final work products and outreach materials include, but are not limited to, final reports, press releases, newsletter articles, website pages, 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**.

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Salaries & Wages	\$6,991	\$6,991	\$13,982
Employee Fringe Benefits	\$2,930	\$2,930	\$5,860
Travel	\$0	\$0	\$0
Supplies & Services	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Facilities and Administrative Costs	\$2,579	\$2,579	\$5,158
Subtotals	\$12,500	\$12,500	\$25,000
Total Project Cost			\$25,000