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The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



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October 27, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire, Sponsored Programs Administration (VC #315187-B083), Durham, NH, in the amount of \$16,000 for the *Flood Smart Seacoast* project, effective upon Governor and Council approval through March 31, 2023. 100% Federal funds.

Funding is available in the following account.

	<u>FY 2022</u>
03-44-44-444420-1209-72-500573	\$16,000
Dept. of Environmental Services, Coastal Resilience, Grants Federal	

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire (UNH) Extension and New Hampshire Sea Grant (NHSG) is the only entity that provides technical planning assistance to the coastal zone and coastal watershed municipalities on a partnership basis. UNH Extension and NHSG staff and volunteers have been developing and promoting contemporary, practical education to meet New Hampshire's needs for over 100 years. UNH Extension and NHSG are currently leading outreach and technical assistance to coastal municipalities, professional consultants, and residents related to the *2020 NH Coastal Flood Risk Guidance (Guidance)*. As such, UNH Extension and NHSG are uniquely qualified to continue helping coastal communities apply the *Guidance* in local decisions as part of this agreement. Funding for this agreement is explicitly identified in the DES Coastal Program's competitive *Flood Smart Seacoast* Project of Special Merit financial assistance award from the National Oceanic and Atmospheric Administration and cannot be used for any other purpose.

The purpose of this agreement is to enable UNH Extension and NHSG to work with *Flood Smart Seacoast* project partners to provide training and technical assistance to help coastal communities incorporate best available coastal flood risk science in decision making, adopt higher floodplain management standards, and access FEMA Hazard Mitigation Assistance funding for coastal resilience projects. UNH Extension and NHSG will help to design a project solicitation process, prepare for and lead at least two (2) training and technical assistance projects in coastal communities, participate in semi-annual project management meetings, and comply with semi-annual grant reporting requirements.

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
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Total project costs for this agreement are \$16,000. A summary of the budget is provided in the Cooperative Project Agreement. In the event that Federal funds become no longer available, general funds will not be requested to support this project.

This agreement has been approved by the Office of Attorney general as to form, execution and content.

We respectfully request your approval of this item.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

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 3/31/23. 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: **UNH - Flood Smart Seacoast Project of Special Merit (PSM 21-3)**

- 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: Steven Couture  
Address: NH Coastal Program  
Dept. of Environmental Services  
222 International Drive, Suite 175  
Portsmouth, NH 03801  
Phone: 603-271-8801

**Campus Project Administrator**

Name: Kim Becker  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Road  
Durham, NH 03824  
Phone: 603-358-2443

- 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 DiGeronimo  
Address: NH Coastal Program  
Dept. 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  
Room 225, Nesmith Hall  
Durham, NH 03824  
Phone: 603-862-1067

F. Total State funds in the amount of \$16,000 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 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. NA21NOS4190035 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: Director, Pre-Award Compliance  
Signature and Date: Karen Jensen  
Digitally signed by Karen Jensen  
Date: 2021.10.12 13:48:14 -04'00'

By An Authorized Official of:  
Department of Environmental Services  
Name: Robert R. Scott  
Title: Commissioner  
Signature and Date: Robert R. Scott 10/28/21

By An Authorized Official of: the New Hampshire Office of the Attorney General  
Name: Joshua Harrison  
Title: Assistant Attorney General  
Signature and Date: Joshua Harrison 11/1/2021

By An Authorized Official of: the New Hampshire Governor & Executive Council  
Name:  
Title:  
Signature and Date:

## EXHIBIT A

- A. Project Title:** UNH Flood Smart Seacoast Project (PSM 21-3)
- B. Project Period:** Upon Governor and Council approval through March 31, 2023
- C. Objectives:** The goal of this project is to provide training and technical assistance to help coastal communities incorporate best available coastal flood risk science in decision making, adopt higher floodplain management standards, and access FEMA funding for coastal resilience projects.

**D. Scope of Work:** This project is part of the New Hampshire Department of Environmental Services Coastal Program's (NHCP) FFY21 National Oceanic and Atmospheric Administration Project of Special Merit (PSM) competitive financial assistance award, entitled "Flood Smart Seacoast: Coordinating Regional Resilience Partners to Integrate Future Climate Flood Risk in Floodplain Management and Access FEMA Hazard Mitigation Assistance in Vulnerable Coastal New Hampshire Communities." NHCP personnel will provide overall Flood Smart Seacoast project oversight and will be substantially involved in all subawards granted under Federal Award ID #NA21NOS4190035.

Campus will perform the following tasks in support of the Flood Smart Seacoast project:

**Task 1. Training and Technical Assistance to Coastal Communities** (*Task 3.4 in proposal document*)

- 1.1. Work with Flood Smart Seacoast project partners from the NHCP, Rockingham Planning Commission, and Strafford Regional Planning Commission to develop a Request for Letters of Interest (LOI) to solicit training and technical assistance project proposals from coastal communities.
- 1.2. Prepare for and lead at least two (2) training and technical assistance projects to help coastal communities (1) apply the *NH Coastal Flood Risk Summary, Part II: Guidance for Using Scientific Projections* in local plans and land use regulations; (2) adopt more stringent floodplain regulations that exceed minimum National Flood Insurance Program (NFIP) requirements and account for future flood risk; or (3) scope mitigation projects eligible for FEMA Hazard Mitigation Assistance funding, identify sources of non-federal match, and prepare applications.

**Budget Estimate:** \$15,000

**Timeframe:** *October 2021 – March 2023*

**Task 2. Project Management and Reporting** (*Task 4 in proposal document*)

- 2.1. Participate in three (3) semi-annual project team meetings convened by the NHCP in order to coordinate Flood Smart Seacoast project activities and reporting.
- 2.2. Submit three (3) semi-annual progress reports summarizing progress made to-date on project tasks during the following reporting periods: October 1, 2021 to March 31, 2022; April 1, 2022 to September 30, 2022; and October 1, 2022 to March 31, 2023.

**Budget Estimate:** \$1,000

**Timeframe:** *October 2021 – March 2023*

**E. Deliverables Schedule:**

- 1.1. LOIs for training and technical assistance grants are solicited (*March 2022*)
- 1.2. Final products for at least two (2) training and technical assistance projects (*March 2023*)
- 2.1. Attendance at three (3) project team meetings (*March 2022, September 2022, March 2023*)
- 2.2. Three (3) semi-annual progress reports (*April 2022, October 2022, March 2023*)

**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 not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 8,830	\$ -	\$ 8,830
2. Fringe Benefits	\$ 3,868	\$ -	\$ 3,868
3. Travel	\$ -	\$ -	\$ -
4. Supplies and Services	\$ -	\$ -	\$ -
5. Other (IT support)	\$ -	\$ -	\$ -
6. Facilities and Admin.	\$ 3,302	\$ -	\$ 3,302
Subtotals:	\$ 16,000	\$ -	\$ 16,000
Total Project Costs: \$16,000			

**G. Other: Funding Credit and ADA Compliance:** All final work products and outreach materials shall include the NOAA, NHDES and NHCP 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." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos 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. 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).