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Department of Environmental Services

Robert R. Scott, Commissioner

5E



August 30, 2022

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

REQUESTED ACTION

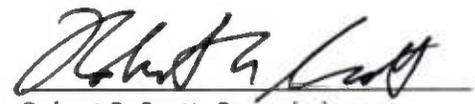
Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a **SOLE SOURCE** Cooperative Project Agreement (PO # 1083210) with the University of New Hampshire, Sponsored Programs Administration (VC #315187-B083), Durham, NH, for the *Flood Smart Seacoast Project* by extending the completion date to March 31, 2024 from March 31, 2023 and revising the scope of work to include additional reporting deliverables, effective upon Governor and Council approval through March 31, 2024. The original agreement was approved by Governor and Council on November 22, 2021, Item #86. This is a no-cost amendment. 100% Federal funds.

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire (UNH) Extension is the only entity that provides technical planning assistance to the coastal zone and coastal watershed municipalities on a partnership basis. NHDES is requesting approval of this amendment to provide the University of New Hampshire Extension and New Hampshire Sea Grant (UNHCE-NHSG) with additional time to complete the complex tasks in the agreed upon Scope of Services. Due to circumstances beyond NHDES' control, the *Flood Smart Seacoast* project coordinator position was vacated on March 10, 2022, forcing NHDES to temporarily suspend all project activities. NHDES has since rehired a replacement project coordinator and has received authorization from the National Oceanic and Atmospheric Administration (NOAA) to extend the period of performance of the federal award to March 31, 2024. This amendment will allow adequate time for UNHCE-NHSG to: 1) lead two local coastal resilience technical assistance projects; and 2) participate in semi-annual project management meetings and comply with grant reporting requirements. To date, \$3,198.75 grant funds have been expended of the total project costs of \$16,000.

In the event that Federal funds become no longer available, General funds will not be requested to support this project. The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

**AMENDMENT #1 to
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

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 11/22/21, item # 86, for the Project titled "**Flood Smart Seacoast**," Campus Project Director, **Amanda Stone**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of 3/31/23 with the revised Project End Date of 3/31/24, and Exhibit A, article B is revised to replace the Project Period of **Upon Governor and Council approval – March 31, 2023** with **Upon Governor and Council approval – March 31, 2024**.
- Article C. is amended to add Exhibit A by including the proposal titled, " _____," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to increase funds in the amount of \$ _____ and will read:

Total State funds in the amount of \$ _____ 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.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. 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 revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article is amended in its entirety to read as follows:

Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment #1 to the Cooperative 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

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date: Robert R. Scott 8/31/22

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

Name: MARK L. LUCAS

Title: Attorney

Signature and Date: 9-20-22 [Signature]

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, 2024
- 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

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 2024

Task 2. Project Management and Reporting

2.1. Participate in five (5) semi-annual project team meetings convened by the NHCP in order to coordinate Flood Smart Seacoast project activities and reporting.

2.2. Submit five (5) 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; October 1, 2022 to March 31, 2023; April 1, 2023 to September 30, 2023; and October 1, 2023 to March 31, 2024.

Budget Estimate: \$1,000

Timeframe: October 2021 – March 2024

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 2024)
- 2.1. Attendance at five (5) project team meetings (Ongoing)
- 2.2. Five (5) semi-annual progress reports (April 2022, October 2022, April 2023, October 2023, March 2024)

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.

N. Di Geronimo



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

October 27, 2021

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

APPROVED G & C

DATE 22 November 2021

REQUESTED ACTION

ITEM # 86

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.

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

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.



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 -0400

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: [Signature] 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: [Signature] 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):**