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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

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September 1, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** cooperative agreement with University of New Hampshire, Durham NH (VC# 315187-B057) totaling $264,145 for provision of public and shareholder engagement services, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funding is available in the account as follows:

	FY 2024
03-44-44-443010-5639-102-500731	$264,145

Dept. of Environmental Services, AIR IRA Grant – Pollution Reduc, Contracts for Program Services

EXPLANATION

Under the Climate Pollution Reduction Grant (CPRG) the U.S. Environmental Protection Agency (EPA) awarded a $3 million grant to New Hampshire to create an updated Climate Action Plan. EPA has announced an additional $4.6 billion in competitive grants that will be made available to eligible entities who file a timely Priority Climate Action Plan (PCAP) under this planning grant. These implementation grants could support a wide range of projects such as consumer incentives for energy efficiency improvements to homes and buildings, vehicle electrification, and implementation of the next generation of electrical grid technology. A significant focus of the EPA program is public input including ensuring that disadvantaged and underserved populations are provided the opportunity to have a voice in the development of the PCAP. NHDES is proposing a **SOLE SOURCE** agreement with the University of New Hampshire (UNH) to assist with development of the PCAP as UNH is uniquely qualified and positioned to engage with and gather input from all communities throughout New Hampshire.

New Hampshire's PCAP must be submitted to EPA by March 1, 2024 to ensure New Hampshire will be eligible to compete for the $4.6 billion in implementation grants. Because this compressed timeframe does not allow sufficient time for NHDES to conduct a competitive solicitation for assistance in developing a PCAP, and because UNH is uniquely qualified and experienced in engaging with communities, NHDES feels a sole source agreement with UNH is justified. The UNH Survey Center has vast experience in working with state agencies to provide reliable information to guide programmatic decision making. The Granite State Poll is a monthly statewide scientific survey of public opinion on policy issues and is a proven cost-effective means for interested parties to gather specific information. The Survey Center has existing relationships with communities statewide, and it has expertise in conducting and validating responses to survey questions using the Granite State Poll, thus ensuring the accuracy of data generated. Further, the Survey Center is uniquely positioned to be able to

complete the scope of work in the limited timeframe available under the federal grant deliverable deadline of March 1, 2024.

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

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, New Hampshire Department of Environmental Services, (hereinafter "State"), and the 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 **06/30/2024**. If the provision of services by Campus precedes the Effective date, all service 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: Public/Shareholder Engagement for a Priority Climate Action Plan and NH Comprehensive Climate Action Plan

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		**Campus Project Administrator**	
Name:	Michael Fitzgerald	Name:	Randy Brown
Address:	NH Department of Env. Services 29 Hazen Drive PO Box 95 Concord, NH 03301	Address:	51 College Rd Durham, NH 03824
Phone:	603-271-6390	Phone:	603-717-1800

Campus Authorized Official KI
Date 9/1/23

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: Philip LaMoreaux
Address: NH Department of Env. Services
29 Hazen Drive
PO Box 95
Concord, NH 03301
Phone: 603-271-6794

Campus Project Director

Name: Michele Holt-Shannon
Address: 15 Strafford Avenue
New England Center
Durham, NH 03824
Phone: 603-862-0692

F. Total State funds in the amount of $264,145 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 the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant (CFDA 66.046) No. 00A01353. 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 part of the 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.

Campus Authorized Official KJ
Date 9/1/23

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 System of New Hampshire
Name: Karen Jensen
Title: Director, Pre-Award
Signature and Date: Karen Jensen Digitally signed by Karen Jensen Date: 2023.09.01 12:26:49 -04'00'

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: 9/1/23

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date: 9/1/2023
As to form, substance, and execution.

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

Campus Authorized Official KJ
Date 9/1/23

EXHIBIT A – Scope of Services

A. **Project Title:** Public/Shareholder Engagement for a Priority Climate Action Plan and NH Comprehensive Climate Action Plan

B. **Project Period:** The term of this Scope of Work shall commence on the Effective Date and shall continue until June 30, 2024, unless extended in accordance with the terms of the Agreement.

C. **Objectives:** Campus staff will develop and implement outreach and engagement strategies with identified shareholders and community members throughout the State of NH to garner input to inform the development of the Priority Climate Action Plan and the NH Comprehensive Climate Action Plan. Effective engagement in the development of the above noted Climate Action Plans will promote buy-in among shareholder groups, including those poised to implement activities outlined in the plans.

D. **Scope of Work:** Drawing on the Environmental Justice (EJ) Principles and Definition from the State website along with federal guidance through the Justice 40 Initiative, Campus staff will collaborate with State staff to provide/coordinate the following shareholder engagement supports with partners and networks. These activities will be more fully defined and designed as planning and framing meetings commence.

1. Attendance at planning and framing meetings with State team and partners.
2. Coordinating content experts/liaisons with State team.
3. Project management and shareholder engagement.
4. Coordinating, Designing, and Facilitating Engagement Activities (NOTES: Some examples are here and in the timeline table below. These activities will occur in community spaces off campus) Examples include:
    a. Convening 2009 Climate Plan Authors.
    b. Cohort-based Learning Exchange Sessions and Coaching/Modeling for Public Engagement. Gathering a group of EJ Community shareholders and decision-making partners (e.g., connecting the pieces in the systems/structures, educational sessions about the impacts of greenhouse gas emissions to communities, participatory budgeting sessions, etc.) to build local advisory/cohort among EJ communities with links to the 9 regional planning commissions and 13 public health networks – among other partners that emerge. This may include:
        i. Local site visits, field trips, and citizen science activities with a mix of members from underrepresented communities and decision-makers to talk and learn together about the climate hazards and need for prevention.

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ii. Photo Voice activities linked to what underrepresented community members are seeing and what they want to see in terms of climate improvements.

iii. Civic Health Mapping linked to Environmental Justice and Climate.

iv. Community/regionally based engagement with community-based groups: Local communities, nonprofits, businesses, organizations etc.

1. Dialogue-based convenings with NH Listens

2. Opportunities to draw connections with New Hampshire Center for Justice and Equity and Center for Impact Finance for sustainable engagement and means for local developments and implementation.

a. For example: Facilitate partnerships with schools in EJ communities and identify support for youth and family engagement programming. Explore use of participatory budgeting for implementation projects.

c. UNH Survey Center will develop: Two standalone surveys of New Hampshire residents as well as omnibus questions on the Granite State Poll (using Granite State Panel members);

i. Two surveys of 750 Granite State panel members (approximately 35 questions/12 minutes – same questions both times)

ii. Two closed-ended questions on the Granite State Poll

The UNH Survey Center will work with NHDES experts and Community Engagement Stakeholders to develop the questions. Planning grant partner meetings (offer dialogue-based activities to share findings and identify next steps collaboratively).

5. Summary Report and Shared Online Folder with Guides, Data, and Findings.

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E. **Deliverables Schedule:**

Preliminary Task Timeline	
NOTE: These activities and timeline will be more fully defined and designed as planning and framing meetings commence. With any community engagement process, shifts are expected.	
September-October 2023	Gather and host sessions that support coordinate collaboration and outreach. For example: Gather with the NH Center for Justice and Equity and others to evaluate what is needed to sustain meaningful and durable relationships with EJ communities. Gather members of the 2009 Climate Action Plan Committee. Include the Center for Impact Finance's Summer 2023 work focused on Greenhouse Gasses (GHG)
September-November 2023	Develop key connections with shareholders and EJ community-specific groups. Building meaningful relationships with EJ communities to identify and discuss the effects of Greenhouse Gas emissions to those communities and identifying their priorities around emission reductions.
December 2023-March 2024	Engage shareholders, through online and in-person opportunities to inform EJ communities benefit analysis. This can include surveys with the Survey Center. See list of examples above.
September 2023-March 2024	Work in partnership with the Center for Social Impact Research to develop community informed measures that will show meaningful community engagement is a sustainable part of the PCAP and CCAP. This will focus on establishing measures of progress with EJ communities, State and other partner groups. These measures of progress along with a summary of findings from the community engagement activities can go into the PCAP and the interim report.
January 2024	Provide an Interim Summary Report suitable for generation of the Preliminary Climate Assessment Plan pursuant to Item D.5. above by January 31, 2024.
March-June 2024	Move toward sustained engagement activities with EJ community groups. The goal being that these groups work collectively and within targeted subgroups (see list of examples in narrative above). Work with DES to begin to create a comprehensive plan targeting sector specific near-term priority for GHG reduction strategies.

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F. Budget:	**$264,145**
Salary	$89,297
Fringe	$28,766
Travel	$4,500
Materials and supplies	$27,075
Contractual	$60,000
Facility	$54,507

Payment Schedule:

1) The State shall pay Campus an amount not to exceed $264,145 for the services provided pursuant to this Exhibit A - Scope of Services.
2) This contract is funded through a Grant to the State of New Hampshire from the United States Environmental Protection Agency (EPA) Climate Pollution Reduction Grant No. 00A01353.
3) Campus agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize current and/or future funding.
4) Payment for said services shall be paid monthly as follows:
    a. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement and shall be in accordance with the approved items.
    b. Campus will submit an invoice in a form satisfactory to the State by the twentieth working day of each month which identifies and requests reimbursement for authorized expenses incurred in the prior calendar month. The invoice shall include detail about hours worked and tasks accomplished. The invoice must be signed by an authorized individual for the State to initiate payment.
    c. The State shall make payment to Campus within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Campus will keep detailed records of their activities related to State funded programs and services.

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d. The final invoice shall be due to the State no later than forty-five (45) days following the project end date of 6/30/2024. Requests submitted after this date may be denied.

e. All obligations of State and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

f. In lieu of hard copies, all invoices may be assigned by an electronic signature and emailed.

EXHIBIT B – SPECIAL REQUIREMENTS

This Project Agreement is funded under a Grant 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.**

Campus Authorized Official KJ
Date 9/1/23