



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

**Robert R. Scott, Commissioner**

May 6, 2024



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** agreement with the University of New Hampshire Office of Sponsored Research (VC# 315187-B083), Durham, NH, for a total of \$135,221, for the *5-Year Update to the New Hampshire Coastal Flood Risk Summary* project, effective as of July 1, 2024, through June 30, 2026, upon Governor and Council approval. 100% Federal Funds.

Funds are available in the following account.

03-44-44-442010-6363-102-500731	<u>FY 2025</u>
Dept. Environmental Services, Coastal Resilience Infrastructure, Contracts for Program Services	\$135,221

**EXPLANATION**

NHDES requests approval of a **SOLE SOURCE** agreement with the University of New Hampshire Office of Sponsored Research, through its Cooperative Extension & New Hampshire Sea Grant (UNHSG/UNHCE) program. This agreement is **sole source** because the UNHSG/UNHCE is the only entity that provides technical planning assistance to the coastal zone and coastal watershed municipalities on a partnership basis. UNHSG/UNHCE has successfully lead outreach and technical assistance to coastal municipalities, professional consultants, and residents related to the *2020 NH Coastal Flood Risk Guidance (Guidance)*. Their scientific research partners at UNH have conducted extensive research and possess unique expertise related to coastal flood risks and sea-level rise induced groundwater rise relevant to New Hampshire.

The purpose of this agreement is to update the New Hampshire Coastal Flood Risk Summary (NHCFRS), in accordance with the requirements of RSA 483-B:22, and implement inclusive engagement and training to enable use of the NHCFRS. RSA 483-B:22 requires NHDES to convene an Advisory Group of representatives from certain state agencies, and other agencies and organizations, as appropriate, to supervise updates to the 2014 Coastal Risk and Hazard Commission Science and Technical Advisory Panel report, Sea-Level Rise, Storm Surges, and Extreme Precipitation in Coastal New Hampshire, Analysis of Past and Projected Trends, at least every five years. This project will result in an updated, externally reviewed, and published New Hampshire Coastal Flood Risk Science report & New Hampshire Coastal Flood Risk Guidance report and associated materials. Additionally, the target audiences in the 17 NH Coastal Zone communities will be engaged and trained to enable use of the NHCFRS.

In the event federal funds become no longer available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

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 has approved this Project Agreement ("Effective date") and shall end on **6/30/26**. 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: 5-Year Update to the New Hampshire Coastal Flood Risk Summary**

- 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: Gretchen Swain  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Road  
Durham, NH 03824  
Phone: 603-862-4865

- 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: Jennifer Gilbert  
Address: NH Coastal Program  
Dept. of Environmental Services  
222 International Drive, Suite 175  
Portsmouth, NH 03801  
Phone: 603-559-0029

**Campus Project Director**

Name: Lisa Wise  
Address: University of New Hampshire  
Cooperative Extension  
Room 225, Nesmith Hall  
Durham, NH 03824  
Phone: 603-862-2356

F. Total State funds in the amount of \$135,221 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 the State Coastal Program's FFY2024 Grant/Contract/Cooperative Agreement from **National Oceanic and Atmospheric Administration (NOAA)** under CFDA#11.473. 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: Dianne Hall

Title: Manager, Pre-Award Compliance

Signature and Date:

*Dianne Hall*

Digitally signed by Dianne Hall  
Date: 2024.04.30 17:04:37  
+0400

**By An Authorized Official of:**

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

*Robert R. Scott* 5/6/24

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

Name: *Melissa Fales*

Title: *Assistant Attorney General*

Signature and Date:

*Melissa Fales*

5/10/24

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

Name:

Title:

Signature and Date:

## EXHIBIT A

- A. **Project Title:** UNH Cooperative Extension and NH Sea Grant Technical Assistance
- B. **Project Period:** Upon Governor & Council approval and July 1, 2024 through June 30, 2026
- C. **Objectives:** The goal of this task is to provide education, outreach, and technical assistance to support coastal resilience planning in New Hampshire's coastal zone and coastal watershed.
- D. **Scope of Work:** UNH Cooperative Extension/NH Sea Grant (UNHCE/NHSG) will complete the following activities:

**Task 1: Establish Project Team and Convene Advisory Group** – NHSG/UNHCE will attend, participate in an advisory capacity, and help coordinate the five Advisory Group meetings. This will also include bringing on an equity consultant to participate in the Advisory Group and inform the Guidance Update and Inclusive Engagement and Training Plan.

**Task 2: NH Coastal Flood Risk Summary, Part I: Science Update** – NHSG/UNHCE will coordinate a team of experts to update the Science report and will coordinate an external review of the draft Science report. NHSG/UNHCE will work with NHDES to incorporate feedback from external reviewers. NHSG/UNHCE will finalize the Science report in a professional design format, publish on the UNH Scholars' Repository, and develop associated materials for different target audiences, including but not limited to an executive summary, key findings, and at least one video. This will include developing a translated version of the Executive Summary and video in Spanish.

**Task 3: NH Coastal Flood Risk Summary, Part II: Guidance for Using Scientific Projections Update** – NHSG/UNHCE will collaborate with NHDES and other project partners to conduct a review of the 2020 Guidance report, evaluating its effectiveness, collecting examples of its use, obtaining feedback about areas for improvement from target audiences, and reviewing examples of guidance produced in other states/places. NHSG/UNHCE will support the writing and editing of a draft update of the Guidance document, collect feedback from Advisory Committee members, and support a public comment process. NHSG/UNHCE will finalize the Guidance report in a professional design format and publish on the UNH Scholars' Repository, and will develop associated materials for different target audiences, including but not limited to an executive summary, key findings, and at least one video. This will include developing a translated version of the Executive Summary and video in Spanish.

**Task 4: Inclusive Engagement and Training Plan Development and Implementation** – NHSG/UNHCE will work with NHDES to develop and implement an inclusive engagement and training plan with the objective of supporting target audiences in the 17 NH Coastal Zone communities to use the updated NH Coastal Flood Risk Summary.

**Criteria for Measuring Accountability:** Contractual costs of \$135,221 is requested for NHDES to execute a contract with UNH, sole source, to assist NHDES coordinate the overall project including coordination and participation in Advisory Groups meetings, convening and coordinating the Scientific and Technical Assistance Panel (STAP) and external reviewers, coordinating with the STAP on updating the Science report, participating in the Guidance Development with other project partners to update the Guidance report, and developing and implementing the project's engagement and training plan with other project partners. Expenses will include: (1) personnel and indirect costs for one staff person, (2) travel for one staff to attend Advisory Group meetings, (3) supplies for printing costs, (4) contractual for services directly related to support the project, and (5) other costs for public engagement and training events. UNH will report to NHDES quarterly to ensure progress.

**E. Deliverables Schedule:** Reports: Campus Project Director shall provide four (4) semi-annual progress report and one (1) final report that summarizes the project activities. The semi-annual report will cover project periods July 1<sup>st</sup> or upon Governor & Executive Council approval through December 31, 2024; January 1, 2025 to June 30, 2025; July 1, 2025 to December 31, 2025; and January 1, 2026 to June 30, 2026. There will be one (1) final report that will cumulatively summarize activities throughout the entire project period and include UNHCE and NHSG responses to a NHCP Technical Assistance Program Review intended to provide feedback about how this grant funding supports the objectives of this grant. The final report will be due on June 30, 2026.

**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
Salaries & Wages	\$27,112	-	\$27,112
Fringe	\$9,002	-	\$9,002
Travel	\$295	-	\$295
Supplies	\$3,009	-	\$3,009
Contractual	\$67,100	-	\$67,100
Other	\$800	-	\$800
Indirect	\$27,903	-	\$27,903
<b>Total Project Costs</b>	<b>\$135,221</b>		

**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).**