



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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April 26, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 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 (UNH) (VC# 315187-B083), Durham, NH, for a total of \$15,000, to provide planning and outreach technical assistance to coastal communities, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funds are available in the following account.

	<u>FY 2024</u>
03-44-44-442010-3642-102-500731	\$15,000
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services	

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** agreement with the UNH Cooperative Extension & New Hampshire Sea Grant (UNHCE/NHSG) program. This agreement is **SOLE SOURCE** because the University of New Hampshire is the only entity that provides technical planning assistance to coastal zone and coastal watershed municipalities on a partnership basis. The New Hampshire Coastal Program (NHCP) annual program budget includes local technical planning assistance funds for UNHCE/NHSG. These funds are specifically targeted for technical assistance to support partnerships with regional planning commissions on environmental issues of common concern where the planning agencies can broaden the NHCP's expertise and outreach to communities throughout the coastal region. The NHCP Technical Assistance contracts have been part of the overall NOAA approved program and annual work plans for more than twenty years. NHCP staff meet annually with the directors and staff of the technical assistance grantees to develop program priorities and annual work programs for inclusion in the annual NHCP budget. All organizations that participate in this program provide professional planning assistance and services to municipal planning boards and staff in the communities served.

The funds will be used to 1) participate in the New Hampshire Coastal Adaptation Workgroup; 2) provide coastal resilience planning and outreach assistance to coastal municipalities; and 3) develop public education and outreach products related to efforts conducted under these agreements. The budget estimate included as Attachment A. Total project costs are budgeted at \$30,000. NHDES will provide \$15,000 in federal grant funding to each entity. UNHCE/NHSG will provide \$15,000 in matching funds. In the event that the federal funds become no longer available, general funds will not be requested to support this program.

This 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 **6/30/25**. 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 Cooperative Extension and NH Sea Grant 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: 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: Kirsten Howard
 Address: NH Coastal Program
 Dept. of Environmental Services
 222 International Drive, Suite 175
 Portsmouth, NH 03801
 Phone: 603-559-0020

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 **\$15,000** 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 the State Coastal Program's FFY2024 Grant/Contract/Cooperative Agreement 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: Dianne Hall

Title: Manager, Pre-Award Compliance

Signature and Date:

Dianne Hall

Digitally signed by Dianne Hall
Date: 2024.04.05 14:02:13
-0400'

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

Robert R. Scott

4/25/24

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 5/1/24

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:** July 1, 2024 through June 30, 2025
- 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:

Activity 1: Collaborate with the NH Coastal Adaptation Workgroup (CAW)

During this project period, UNHCE/NHSG staff will:

- Continue to support CAW activities. This includes attending the bimonthly Full CAW meetings, monthly CAW Outreach subcommittee meetings, and bimonthly CAW Talks meetings. UNHCE/NHSG staff will continue to provide leadership to the CAW Outreach Subcommittee and will serve on other CAW subcommittees/planning teams, such as for the Rising Tides Initiative, CAW Climate Summit, and the Maine-New Hampshire climate networks exchange, as needed.
- Support the planning and implementation of any CAW workshops/events to help communities build resilience and learn about climate preparedness resources and strategies. Coordinate publicity and workshop materials as needed and document metrics, such as number of events and participants, participant demographics (where available), and evaluation summaries.
- Develop and coordinate content for the CAW e-newsletter, published three times per year, with updates about coastal resilience projects in NH's coastal watershed, upcoming events, relevant news, and resources for communities. Send out special releases to publicize events and new information as needed. Summarize newsletter metrics in final report.
- Serve as the lead coordinator for maintaining the CAW Projects and Outcomes database and producing reports as requested.
- Work with NHCP staff to co-manage the CAW website (updating and adding information), integrate the e-newsletter with the website, and assist with CAW social media content.
- Attend up to two relevant professional development events, such as the Maine-New Hampshire annual professional development opportunity, CAW Climate Summit, etc.

Estimated budget: \$8,064

Estimated timeframe: July 2024 – June 2025

Activity 2: Implement coastal resilience engagement programs in NH's coastal zone municipalities

UNHCE/NHSG staff will support engagement programs focused on coastal resilience in at least two coastal zone municipalities, including work building on the Flood Ready Neighbors Project (FRN) and Climate in the Classroom work, focused in the Seabrook-Hampton region.

Task 2.1 - Enabling continued resilience-related community engagement efforts:

UNHCE/NHSG staff Lisa Wise will continue to support one of the FRN neighborhoods – Gosling Meadows – including building relationships and facilitating flood-related programming and resources for residents and Portsmouth Housing Authority staff. UNHCE/NHSG staff Lisa Wise will also build on recent outreach on the *2021 NH Coastal Watershed Conservation Plan* to coastal communities, as part of the Connect to Protect project. In early 2024, the Connect to Protect team put out an opportunity to request assistance to use the *Conservation Plan* and received many requests. This funding will enable Wise to continue to respond to these requests in the coming year and coordinate with Connect to Protect team members to support use of

Conservation Plan by municipalities and organizations to protect the highest priority natural resources in coastal NH, including areas that provide flood storage and risk mitigation functions. This work will be coordinated with the relevant regional planning commission and/or other partners as appropriate.

Task 2.2 - Deliver outreach and education through Climate in the Classroom and Communities (CITC2) within Seabrook-Hampton region: UNHCE/NHSG staff Gracie Ballou is the coordinator of the Climate in the Classroom and Communities (CITC2) program; the requested funds will support Gracie's time (~1.9 months) to provide climate programming in coastal NH schools, focusing on the Seabrook-Hamptons region during this project period. CITC2 will deliver locally relevant and solutions-oriented climate change education through formal and informal programs and teacher professional development. Additionally, Ballou and Wise will work with University of New Hampshire Marine Docents to create a Climate Change SeaTrek program (SeaTreks are in-class programs, delivered by UNH Marine Docents, and requested by teachers across New Hampshire). The requested funds will support Ballou's time coordinating CITC2 and developing a Climate Change SeaTrek. The travel and supplies budgets requested will support staff travel/supplies needed for the Climate in the Classroom programs.

Project staff will commit to a more detailed scope of work with NHCP by September 13, 2024. UNHCE/NHSG staff will work with NHCP and other CAW partners to lay groundwork and conduct preliminary planning for projects that may start during the following project period (July 2025 to June 2026).

Estimated budget: \$21,314

Estimated timeframe: July 2024 – June 2025

Activity 3: Develop and share an educational/outreach product

UNHCE/NHSG staff will publish at least one blog post, news article, social media post, etc. to share about outreach activities described in Activity 2.

Estimated budget: \$622

Estimated timeframe: June 2025

Materials developed for Activities 1-3 will include the NOAA, NHCP and DES logos. All press releases and articles 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 NH Department of Environmental Services Coastal Program."

Deliverables:

- Three CAW e-newsletters (published in September/October 2024, January/February 2025, and April/May 2025) with specific articles written by project staff (June 2025)
- Publicity materials and participation/evaluation summaries of any CAW workshops, if applicable (June 2025)
- Outreach materials developed or updated in support of Activity 2, and participation/evaluation summaries of the community engagement program(s) (June 2025)
- Educational or outreach product summarizing Activity 2 efforts (June 2025)

E. Deliverables Schedule: Reports: Campus Project Director shall provide one (1) semi-annual progress report and one (1) final report that summarizes the project activities. The semi-annual report will cover the period of the project start date through December 31, 2024 and will be due on January 13, 2025.

The final report will 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, 2025.

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	\$ 8,135	\$ 8,658	\$ 16,793
2. Fringe Benefits	\$ 3,051	\$ 3,247	\$ 6,298
3. Travel	\$ 419	-	\$ 419
4. Supplies and Services	\$300	-	\$ 300
5. Other (IT support)	-	-	-
6. Facilities and Admin.	\$ 3,095	\$ 3,095	\$ 6,190
Subtotals:	\$ 15,000	\$ 15,000	\$ 30,000
Total Project Costs: \$30,000			

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).**

Attachment A
Budget Estimate
Rockingham Planning Commission

Item	Federal	Non-Federal	*Match Type (C/K)	Total
Personnel	\$8,135	\$8,658		\$16,793
Fringe	\$3,051	\$3,247		\$6,298
Equipment				
Travel	\$419			\$419
Supplies	\$300			\$300
Sub-Contractual				
Construction				
Other				
Indirect	\$3,095	\$3,095		\$6,190
TOTALS	\$15,000	\$15,000		\$30,000

* Match Type: Indicate "C" is cash match; "K" if in-kind