The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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November 4, 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 amend a **SOLE SOURCE** cooperative agreement (PO # 1095418) with the University of New Hampshire (UNH), Sponsored Programs Administration (VC# 315187-B057), Durham, NH, for community engagement for the federal "*Climate Pollution Reduction Grants*" program by (1) extending the project completion date to September 30, 2027, from December 31, 2024, (2) increasing the contract amount by $725,942 to $990,087 from $264,145, and (3) revising the scope of work to include additional tasks, effective upon Governor and Council approval. The original agreement was approved by Governor & Council on September 20, 2023, Item #122 and amended on June 26, 2024, Item #5N. 100% Federal Funds.

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget office, if needed and justified. Funding for FY2026-2028 is contingent upon continued appropriation and availability of funds.

	FY 2025	FY 2026	FY2027	FY2028	Total Amount
03-44-44-443010-5639-102-500731	$357,541	$180,500	$155,500	$32,401	$725,942

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

EXPLANATION

NHDES requests approval of this amendment to provide additional time and funding to complete supplemental tasks to the agreed upon scope of services. A copy of the original agreement is attached. This amendment is **SOLE SOURCE** because UNH is uniquely qualified and experienced in engaging with New Hampshire communities. In addition, the additional tasks proposed in this amendment build on the existing tasks which are already in progress. Switching to another vendor would be both financially and logistically impractical.

The purpose of the original contract was for UNH to assist NHDES with the required public/stakeholder engagement aspects of the federally funded $3 million Climate Pollution Reduction Grant (CPRG). This amendment is needed as the project will require additional public stakeholder engagement services by the University of New Hampshire-Survey Center to complete the Comprehensive Climate Action Plan which is due December 1, 2025, and the Status Report which is due August 15, 2027. NHDES successfully submitted the first of three deliverables to the EPA on March 1, 2024. Its successful completion and our commitment to submit a subsequent comprehensive enabled NH to participate in a multistate (ME, NH, MA, RI, CT) application for $450 million in CPRG funding for consumer rebates to install energy efficient heat pumps across the 5 states, awarded November 1.

The UNH Survey Center has vast experience in working with state agencies in providing reliable information to guide programmatic decision making. The Granite State Poll is a monthly statewide scientific survey of public opinion on policy issues and has been a proven cost-effective means for interested parties to gather specific information.

To date, $183,676.10 of the original agreement amount of $264,145 has been spent. Total amended project costs are $990,087. NHDES will provide 100% of the project costs through the federal grant. If federal funds become no longer available, general funds will not be requested to support the project.

The amendment has been approved by the Office of the Attorney General as to form, substance, and execution.

We respectfully request your approval.

Robert R. Scott
Commissioner

AMENDMENT #02 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 **9/20/23**, item # **122; as amended on 6/26/24, item #5N**, for the Project titled "**Public/Shareholder Engagement for a Priority Climate Action Plan and Comprehensive Climate Action Plan**," Campus Project Director, **Michele Holt-Shannon**, 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: Extend the Project Agreement and Project Period end date.

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 **12/31/24** with the revised Project End Date of **9/30/27**, and Exhibit A, article B is revised to replace the Project Period of **9/20/23 – 12/31/24** with **9/20/23 – 9/30/27**.
- Article C. is amended to expand 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 add funds in the amount of **$725,942** and will read:

  Total State funds in the amount of **$990,087** 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

Campus Authorized Official *DH*
Date 9/23/24

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 #02** to the Cooperative 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: 2024.09.23 10:23:50 -04'00'

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: 10/31/24

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Melissa Fales
Title: Assistant Attorney General
Signature and Date: 11/6/24

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

Campus Authorized Official *DH*
Date 9/23/24

EXHIBIT A

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

B. **Project Period:** Upon approval of Governor and Council - September 30, 2027, unless extended in accordance with the terms of the Agreement.

C. **Objectives:** Campus staff will continue to collaborate with the State to develop and implement outreach and engagement strategies that inform the climate action planning work and anticipated outcomes. Campus and the State will work with stakeholders and community members throughout New Hampshire. The goals for engagement are to include people's perspectives who will benefit from, who will fund, and/or who will develop and implement activities outlined in the Comprehensive Climate Action Plan (CCAP). Campus staff will work with the State to continue community engagement that not only grounds greenhouse gas (GHG) reduction measures in the CCAP but also supports the ongoing connection among networks of people. Community engagement opportunities will help: (1) Identify policy, programs, and projects (i.e., measures) that help meet near-term and long-term greenhouse gas emissions reduction goals. (2) Strengthen the intersections of funding availability with CCAP measures and public investment through engagement activities that build opportunities in workforce development, attention to investments for low-income and disadvantaged communities, and linkages to public health along with other activities focused on supporting co-benefits like climate resiliency.

D. **Scope of Work:** This section provides an overview of anticipated activities as discussed between Campus and the State. These activities will be more fully defined and designed as planning and framing meetings continue.
    a. Campus staff will collaborate with the State and internal partners to provide and coordinate the following stakeholder engagement that supports building a sustained process for community engagement through 2027 and develops networks that can move measures forward in the near- and long-term.
        i. Attendance at planning and framing meetings with State Team and its partners.
        ii. Coordinating content experts and liaisons with State team.
        iii. Project management and stakeholder engagement using the PCAP outreach list.
        iv. Coordinating, designing, and facilitating engagement activities. Although these may shift given the nature of community engagement work activities could include:
            - Focused gatherings: Public Health, Workforce, Low-Income and Disadvantaged Communities

Campus Authorized Official DH
Date 9/23/24

- Responsive engagement activities:
    - Example: Organizations and groups that reach out to the team for more information regarding the CCAP process
    - Example: Neighborhood or community specific meetings based on LIDAC and Workforce analyses, review of the Climate and Economic Screening Tool.
    - Example: Conference presentation and attendance time
- Regional/Community-Based Learning Exchanges to leverage funding and partnerships

v. Incorporate essential relationships into the CCAP process
- Develop community/regionally based engagement. This can include groups such as: Regional Planning Commissions, Municipalities and Counties, State and local agencies, NH Public Health Networks, NH Environmental Justice Roundtable, Youth Organizations and Schools, Workforce Development (e.g., community colleges and technical schools, apprenticeship programs, and trade groups), Activists and Advocates, Institutions of Higher Education and their affiliates, Nonprofits, Businesses, and Organizations (e.g., Community Development Finance Authority, NH Businesses for Social Responsibility, Nature Conservancy, Forest Society, Revision Energy, NH Center for Justice and Equity, Community Loan Fund, Resident Owned Communities, Community Action Partnerships and Programs, etc.).

vi. Production of materials to support summaries of engagement activities and accessible materials for communities to discuss how they can implement measures and leverage funding.

vii. Maintain Campus meaningful engagement website on behalf of the State.

viii. Maintain an online folder with guides, data, and findings.

ix. Work with UNH Survey Center to: Issue the follow-up standalone survey of 750 Granite State panel members at the end of the grant period in 2026/2027. This is the same survey issued in Fall 2024. And include two close-ended omnibus questions on the Granite State Poll (using Granite State Panel members) each grant year.

E. **Deliverables Schedule:** This section provides a timeline for activities and deliverables. As stated in D. above with any community engagement process, this timeline and deliverables may shift (within budget) based on what the teams learn together and what they learn from participants.

Month & Year	Key Activities	Staffing
Year 1 – July 2024-October 30, 2024 (no cost extension)		

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Fall 2024	Planning for technical Input Sessions (Jan-May 2025) Maintain engagement website and materials, support outreach and recruitment for activities Planning for 2 Kick-Off Meetings in December 2024 Continue responsive engagement activities	NHDES Air Resources Division; NH Listens
Aug.-Oct. 2024	Standalone Survey	UNH Survey Center, NHDES ARD; NH Listens
Sept.-Oct 2024	Policy/Legislative Review	NHDES ARD; NH Listens
Year 2-4 – November 1, 2024-September 2027		
2024-2027	Maintain engagement website and materials, support outreach and recruitment for activities	NHDES ARD; NH Listens
Nov.-Dec. 2024	Continue Technical Input Session Design and Planning Kick-Off Sessions (x2 in Dec. 2024) Continue responsive engagement activities	NHDES ARD; NH Listens
Jan. 2025	Two close-ended omnibus questions on the Granite State Poll	NH Listens, NHDES ARD, UNH Survey Center
Jan. 2025-May 2025	Technical Input Sessions	NH Listens, NHDES ARD
March 2025	Online update event for CCAP development Accessible products development for the public and people looking to leverage funds, programs, policies, projects locally in their communities.	NHDES ARD; NH Listens Carsey School of Public Policy Center for Social Policy in Practice and NH Listens Translation/ Interpretation contractors
July-Sept. 2025	Engagement summary reporting and preparation for year 3 and 4 Online update event for CCAP development Concerted planning for Focused gatherings	NHDES ARD; NH Listens

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	Begin planning Regional/Community-Based Learning Exchanges to leverage funding and partnerships Continued work on responsive engagement activities	
Sept-Dec. 2025	Begin focused gatherings Begin planning Regional/Community-Based Learning Exchanges to leverage funding and partnerships Continued work on responsive engagement activities	NHDES ARD; NH Listens
Dec. 2025	CCAP closing meeting	NHDES ARD; NH Listens
Jan. 2026-June 2027	Two close-ended omnibus questions on the Granite State Poll (using Granite State Panel members) each grant year. Conduct standalone survey previously issued in September 2024 (issue this round in September 2026) Accessible products development for the public and people looking to leverage funds, programs, policies, projects locally in their communities. Start regional/Community-Based Learning Exchanges to leverage funding and partnerships	NHDES ARD; NH Listens, UNH Survey Center Carsey School of Public Policy Center for Social Policy in Practice and NH Listens, Translation/Interpretation contractors NHDES ARD; NH Listens,
July -Sept. 2027	Engagement report and next steps	NHDES ARD; NH Listens

F. Budget Overview:

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	407,296	0	407,296
2. Employee Fringe Benefits	111,320	0	111,320

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3. Travel	8,500	0	8,500
4. Supplies and Services	50,370	0	50,370
5. Equipment	0	0	0
6. Facilities & Admin Costs	148,456	0	148,456
Subtotals	725,942	0	725,942
In Kind Contribution	[redacted]	0	0
	Total Project Costs:	725,942	

Payment Schedule:

1. The State shall pay Campus an amount not to exceed **$990,087** 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 which identifies and requests reimbursement for authorized expenses incurred in the prior calendar month. The invoice shall include labor costs and associated tasks. The invoice must be signed by an authorized individual for the State to initiate payment.
    c. The State shall make payments 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.
    d. The final Invoice shall be due to the State no later than forty-five (45) days following the project end date of **September 30, 2027**. Requests submitted after this date may be denied.
    e. All obligations of State and 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.

Campus Authorized Official DH
Date 9/23/24

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

June 12, 2024

APPROVED G & C
DATE 06/26/2024
ITEM # 5 N

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 amend a **SOLE SOURCE** contract (PO # 1095418) with the University of New Hampshire-survey Center, Durham, NH (VC# 315187-B057) by extending the end date to December 31, 2024 from June 30, 2024, to allow additional time to provide community outreach for our stakeholders. The original agreement was approved by Governor & Council on September 20, 2023, Item #122. This is a no cost time extension. 100% Federal Funds.

EXPLANATION

This time extension is needed as the project will require additional public stakeholder engagement services by the University of New Hampshire-Survey Center (UNH) necessary to complete the Comprehensive Climate Action Plan (CCAP) due in August of 2025. The CCAP is one of the deliverables required under the U.S. Environmental Protection Agency (EPA) $3 million Climate Pollution Reduction Grant (CPRG). NHDES successfully submitted the first of three deliverables to the EPA by submitting the Priority Climate Action Plan (PCAP) on March 1, 2024. The second deliverable will be the CCAP. The purpose of this contract has been for UNH to assist NHDES with the public/stakeholder engagement aspects of the PCAP and CCAP. The contract being amended by this request was Sole Source because UNH is uniquely qualified and experienced in engaging with New Hampshire communities. In addition, the UNH Survey Center has vast experience in working with state agencies in providing reliable information to guide programmatic decision making. The Granite State Poll is a monthly statewide scientific survey of public opinion on policy issues and has been a proven cost-effective means for interested parties to gather specific information. UNH performed one Granite State Poll during the development of the PCAP and another Granite State Poll is needed during the development of the CCAP as well. To date, $84,244.40 of the $264,145 budget has been spent.

The amendment has been approved by the Office of the Attorney General as to form, substance, and execution.

We respectfully request your approval.

Robert R. Scott
Commissioner

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

AMENDMENT #01 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 **9/20/23**, item # **122**, for the Project titled "**Public/Shareholder Engagement for a Priority Climate Action Plan and NH Comprehensive Climate Action Plan**," Campus Project Director, **Michele Holt-Shannon**, 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 **June 30, 2024** with the revised Project End Date of **December 31, 2024**, and Exhibit A, article B is revised to replace the Project Period of **September 20, 2023 – June 30, 2024** with **September 20, 2023 – December 31, 2024**.
- Article C. is amended to expand 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 **Jennifer Galbraith** and/or the Campus Project Director to .
- Article F. is amended to add 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

Campus Authorized Official *DH*
Date 6/11/24

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 #01** to the Cooperative Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Dianne Hall
Title: Manager, Pre-Award Compliance
Signature and Date:

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: 6/13/24

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date: 6/13/2024

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

Campus Authorized Official *DH*
Date 6/11/24

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 December 31, 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.

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.

E. Deliverables Schedule:

Revised 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.		
Old Timeline	New Timeline	
September-October 2023	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	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	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	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	January 2024	Provide an Interim Summary Report suitable for generation of the Preliminary Climate Assessment Plan pursuant to Item D.S. above by January 31, 2024.
March-June 2024	March - December 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.

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 which identifies and requests reimbursement for authorized expenses incurred in the prior calendar month. The invoice shall include labor cost and associated 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.

d. The final invoice shall be due to the State no later than forty-five (45) days following the project end date of 12/31/2024. 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., 0MB Circulars A-21 and A-110, rather than 0MB 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: XNone or ☐**Uniform Guidance issued by the Office of Management and Budget (0MB) in lieu of Circulars listed in paragraph above.**

University System of New Hampshire
Delegation of Signature Authority to the University of New Hampshire

I, Catherine A. Provencher, Vice Chancellor for Financial Affairs and Treasurer of the University System of New Hampshire (USNH), acting pursuant to Policy BOT III. Administrative Policies B. Delegations of Authority, do hereby delegate to the following officer of the University of New Hampshire (UNH): Senior Grant and Contract Administrator III, Pre-Award, UNH the authority to execute on behalf of USNH (includes UNH, PSU, KSC, System Office) all agreements, contracts, and other legal documents related to the provision of research or consulting services, or other sponsored programs with any of the several agencies of the government of the State of New Hampshire provided that such authority shall be exercised in compliance with all applicable USNH policies, including those related to conflict of interest, insurance, additional pay, and competitive bidding.

The named officer may not re-delegate this authority.

I certify that Dianne Hall has been appointed to and now occupies the office of the Senior Grant and Contract Administrator IV, Pre-Award, UNH, and that her signature below is a true and accurate representation of this official signature as executed for the purposes described herein.

Dianne Hall Digitally signed by Dianne Hall Date: 2024.03.28 09:08:04 -04'00'

Dianne Hall
Manager, Pre-Award Compliance, UNH

This delegation shall take effect immediately and shall remain in effect until revoked.

Louise Griffin Digitally signed by Louise Griffin Date: 2024.04.02 10:45:09 -04'00'

Date:

Louise Griffin
Associate Vice President & Chief Research Administration Officer
University System of New Hampshire

Copy: USNH Procurement
USNH: Director, Controller and Financial Operations Center
USNH: General Counsel
KSC: Director Finance &Administration
PSU: Vice President for Finance & Administration
UNH: Office for Vice President of Finance & Administration

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

September 1, 2023

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

APPROVED G & C
DATE 9/20/2023
ITEM # 122

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	Campus Project Director
Name: Philip LaMoreaux	Name: Michele Holt-Shannon
Address: NH Department of Env. Services 29 Hazen Drive PO Box 95 Concord, NH 03301	Address: 15 Strafford Avenue New England Center Durham, NH 03824
Phone: 603-271-6794	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 KI
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: 2023.08.31 12:22:49 -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