



MARGARET WOOD HASSAN
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF ENERGY AND PLANNING
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www.nh.gov/oep

November 21, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Executive Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

The Office of Energy and Planning (OEP) respectfully requests authorization to enter into a **SOLE SOURCE** Agreement with the University of New Hampshire (UNH), Earth Systems Research Center (ESRC) (Vendor #177867), Durham, New Hampshire, in the amount of \$27,500.00 to continue implementation of the state's Floodplain/Risk MAP program, as approved by the Department of Homeland Security, Federal Emergency Management Agency (FEMA), effective December 20, 2013, upon Governor and Council approval through September 14, 2014. 100% Federal Funds.

Funding is available in the following account, Map Modernization Management Support, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified.

01-02-02-024010-40610000	<u>FY 2014</u>	<u>FY 2015</u>
103-502664 Contracts for Operational Services	\$18,300.00	\$9,200.00

EXPLANATION

This contract is **SOLE SOURCE** due to ESRC's ongoing partnership with the state as the clearinghouse for GIS database archiving and access services. ESRC is also a "Cooperating Technical Partner" with FEMA and is officially recognized as the state's formal partner in the flood hazard identification process and has provided evidence to FEMA that it has sufficient technical capability to perform floodplain mapping services. ESRC is also identified as a recipient of this FEMA grant award and is contributing 80% of the match requirement, thereby allowing the state to reduce its match requirement. The goal of FEMA's Risk MAP Program is to deliver more accurate flood hazard data and digital mapping products, ultimately improving floodplain management and reduced flood risk at the local level.

This project implements New Hampshire's Floodplain Mapping Business Plan, approved by FEMA in July 2007, and focuses on the following activities: assisting local communities in Rockingham and Strafford Counties with identifying changes to floodplain zones; developing web-based mechanisms for the delivery of the maps to communities and other users; building of data sets that will support mapping activities and floodplain/flood risk management; and incorporating the flood mapping data sets into GRANIT, the state's clearinghouse for GIS data and services.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Sincerely,

M.A. Hatfield

Meredith A. Hatfield
Director

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Office of Energy and Planning**

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, **Office of Energy and Planning**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **9/14/14**. 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: **Risk MAP 13**

- 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: Joanne Cassulo
 Address: NH Office of Energy and Planning
 107 Pleasant Street
 Johnson Hall, 3rd Floor
 Concord, NH 03301
 Phone: 603-271-2155

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
 Sponsored Programs Administration
 51 College Rd. Rm 116
 Durham, NH 03824
 Phone: 603-862-1942

- 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: Joanne Cassulo
 Address: NH Office of Energy and Planning
 107 Pleasant Street
 Johnson Hall, 3rd Floor
 Concord, NH 03301
 Phone: 603-271-2155

Campus Project Director

Name: Fay Rubin
 Address: University of New Hampshire
 Earth Systems Research Center
 Morse Hall
 Durham, NH 03824
 Phone: 603-862-4240

F. Total State funds in the amount of \$27,500 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 23 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **EMB-2013-CA-0954** from **Department of Homeland Security, FEMA** under CFDA# **97.045**. 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, **Office of Energy and Planning** have executed this Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

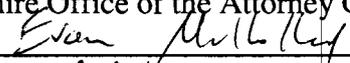
Name: Karen M. Jensen

Title: ~~Manager~~ Sponsored Programs Administration

Signature and Date:

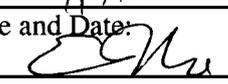
 11/20/13

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

Name: 

Title: ~~AG~~

Signature and Date:

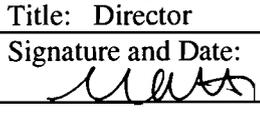
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**By An Authorized Official of:
Office of Energy and Planning**

Name: Meredith A. Hatfield

Title: Director

Signature and Date:

 11/21/13

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Risk MAP 13
- B. Project Period:** Governor and Council approval - September 14, 2014
- C. Objectives:** Support the Office of Energy and Planning (OEP) in implementing New Hampshire's Risk MAP Program as outlined in the state's Business Plan submitted and approved by FEMA in July, 2007. UNH Earth Systems Research Center (ESRC) is an established Cooperating Technical Partner with FEMA and is the state's partner in the Risk MAP effort in NH.
- D. Scope of Work:** As a primary partner with the State in the implementation of the state's approved Business Plan for its Risk MAP Program, the following tasks will be conducted by ESRC:
1. Risk Mitigation Planning
 - a. Undertake activities to promote community RiskMAP awareness in New Hampshire.
 2. Flood Hazard Data Maintenance
 - a. Maintain large scale imagery, topographic data and flood hazard data.
 - b. Coordinate with regional efforts to acquire high resolution topographic data.
 3. Technical Standards Agreement
 - a. Adopt FEMA DFIRM technical standards as they are published / revised.
 4. Information/Technology Systems
 - a. Develop/maintain data distribution systems for base map imagery, topographic data and flood hazard data.
 - b. Maintain/enhance online data viewing tools to incorporate floodplain management data in local planning activities.
 5. Outreach Activities
 - a. Provide relevant links/contacts to organizational web sites.
 6. Reporting
 - a. Prepare semi-annual progress reports for OEP that summarize grant activities to date.
 - b. Monitor changes in RiskMAP priorities for incorporation in state's Business Plan.
- E. Deliverables Schedule:** All materials, maps, reports, documents and other work products specified in the Project Scope of Work for preparation and submission by Campus Project Director shall be submitted to State Project Director on or before the due dates, and in the number of copies specified by the State Project Director.

Quarterly progress reports documenting activities to date will be submitted to State Project Director for review and approval, as well as any draft or final copies of maps, analyses, reports and other evidence of the completion of elements of the Project Scope of Work. A final report summarizing all activities is due on September 14, 2014.

F. Budget and Invoicing Instructions: Campus shall submit invoices to State on regular Campus invoice forms on a quarterly basis. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. 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 (if required)	Total
1. Salaries & Wages	13,040	3,987	17,027
2. Employee Fringe Benefits	5,998	1,834	7,832
3. Travel	860	0	860
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	7,602	2,224	9,826
Subtotals	27,500		27,500
In Kind Contribution		8,045	8,045
Total Project Costs:		35,545	

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 (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 .