



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

October 30, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to amend an existing **SOLE SOURCE** agreement (PO#1034596) with the University of New Hampshire, Sponsored Programs Administration (VC# 177867-B046), Durham, NH, to develop a Coastal Viewer web-based tool box with new coastal resiliency data visualization and query tools, by extending the completion date to September 30, 2015 from March 31, 2015. No additional funding is involved in this time extension. The original agreement was approved by Governor and Council on December 20, 2013, Item #83. 100% Federal Funds.

EXPLANATION

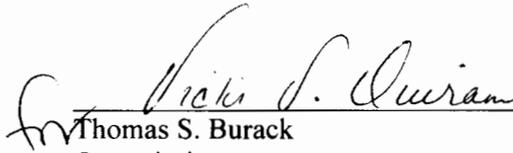
This agreement is **SOLE SOURCE** because the University of New Hampshire (UNH) Earth Systems Research Center (ESRC) is the only multi-jurisdictional, multi-sector geospatial data repository in New Hampshire. Further, ESRC serves as the state's designated link to the National Spatial Data Infrastructure/Federal Geographic Data Committee's international network of GIS data repositories. ESRC maintains the New Hampshire Geographically Referenced Analysis and Information Transfer System (NH GRANIT) database.

ESRC is requesting an amendment to the current contract for an extension to September 30, 2015 to allow staff more time to meet with user groups to identify additional data sets and data services for incorporation into the Viewer as well as to review the data organization. More time will be used to incorporate the input received from these user groups into the final product. The ESRC and project partners views the incorporation of feedback from user groups an important aspect in the development of the Coastal Viewer.

We are requesting approval of this amendment to the agreement in order to provide ESRC additional time to complete the agreed upon scope of work. A six month time extension is requested to finish these tasks. To date ESRC has spent \$6,995.40 of the total agreement amount of \$41,862.00.

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

We respectfully request your approval.



Thomas S. Burack
Commissioner

AMENDMENT #1 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 **12/20/13**, item # **83**, for the Project titled "**NH GRANIT- Project of Special Merit**," Campus Project Director, **Fay Rubin**, 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 **3/31/15** with the revised Project End Date of **9/30/15**, and Exhibit A, article B is revised to replace the Project Period of **Date of the Governor and Council approval – March 31, 2015** with **Date of the Governor and Council approval – 9/30/15**.
- Article C. is amended to add 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 increase 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 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 #1** to the Cooperative Project Agreement.

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

Name: Karen M. Jensen

Title: ~~Manager, Sponsored Programs Administration~~

Signature and Date: *[Signature]* 9/23/14

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

Name: Christopher G. Aslin

Title: Attorney

Signature and Date: *[Signature]* 11/7/14

By An Authorized Official of:

Name: Vicki V. Quiram

Title: _____

Signature and Date: *[Signature]* 11/4/14

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

Name: _____

Title: _____

Signature and Date: _____

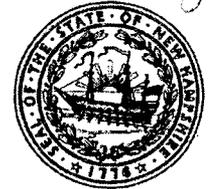
~~EXHIBIT A~~

- A. Project Title:** NH GRANIT- Project of Special Merit
- B. Project Period:** Date of Governor and Council approval through September 30, 2015
- C. Objectives:** NH GRANIT will develop a Coastal Viewer web-based toolbox with new coastal resilience data visualization and query tools with user input.
- D. Scope of Work:** The following tasks will be performed by NH GRANIT in conjunction with other project partners to achieve the Project of Special Merit overall goal of developing user-driven analysis products, mapping and query tools, and dissemination techniques.
- Attend Steering Group Meetings throughout the project.
 - Attend two end-user work sessions.
 - Identify, acquire and standardize priority data sets for the New Hampshire Coastal Data Viewer (Viewer), and archive data sets in GRANIT.
 - Research, identify and implement core functionality of Viewer.
 - Construct and populate preliminary version of Viewer to demonstrate functionality.
 - Contact New Hampshire Coastal Adaptation Workgroup (NHCAW) members and collaborators to review priority data sets and tool functionality, and to identify additional data sets and data services for incorporation into the Viewer.
 - Meet with one or two targeted municipalities and a business community focus group, all of which will be identified and coordinated by the Natural Resources Outreach Coalition (NROC), to identify additional data sets and data services for incorporation into the Viewer, and to review the data organization.
 - Acquire and standardize additional data sets and data services.
 - Complete the development of the Viewer and, in collaboration with NH Coastal Program staff, produce user guidance documents for municipalities that will utilize the Viewer.
 - Pilot the Viewer with NHCAW members, collaborators, targeted municipalities and the business community.
 - Finalize the Coastal Viewer and, in collaboration with NH Coastal Program staff, finalize the associated user guidance documents.
 - At the end of the project GRANIT will have an expanded collection of data sets for distribution through the GRANIT data distribution pages.
 - At the end of the project GRANIT will prepare and submit a summary report describing the development of the web-based mapping tool and user guidance documents.
- E. Deliverables Schedule:** Reports. Campus Project Director shall provide Progress Reports on April 15, 2014 and October 15, 2014, summarizing work to date. Campus Project Director shall submit a progress report on April 15, 2015, summarizing work to date. Campus Project Director shall submit a Final Report due on October 15, 2015 in PDF format summarizing the project activities.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit invoices periodically and will specify actual expenses, by major budget categories. Upon receipt and approval by the State Project Director of invoices, State shall issue payment to Campus based on the costs documented by Campus.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Dave Murphy



Thomas S. Burack, Commissioner

December 5, 2013

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

APPROVED G & C
DATE 12/20/2013
ITEM # 83

REQUESTED ACTION

Authorize the Department of Environmental Services to award a **SOLE SOURCE** grant to the University of New Hampshire, Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$41,862.00 to develop a Coastal Viewer web-based toolbox with new coastal resiliency data visualization and query tools, effective upon Governor and Council approval through March 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY14</u>
03-44-44-442010-5421-072-500573	\$41,862.00
Dept. Environmental Services, Coastal Zone Management, Grants-Federal	

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire (UNH) Earth Systems Research Center (ESRC) is the only multi-jurisdictional, multi-sector geospatial data repository in New Hampshire. Further, ESRC serves as the state's designated link to the National Spatial Data Infrastructure/Federal Geographic Data Committee's international network of GIS data repositories. ESRC maintains the New Hampshire Geographically Referenced Analysis and Information Transfer System (NH GRANIT) database.

DES was awarded a grant from the National Oceanic and Atmospheric Administration (NOAA) to advance resiliency and adaptation planning for coastal hazards by integrating tools, research, outreach, and technical assistance. DES will subcontract with several partners to undertake multiple tasks. Two coastal communities will be selected in the first few months of the project, and those two communities, along with the two regional planning agencies in the seacoast and the business community, will be the "end users" who will help develop: a) new data and tools; b) GIS platform that will house these new data products as well as existing coastal data (the "Coastal Viewer"); and c) how new information and GIS platform will be delivered and disseminated (the "Toolbox"). These communities will be able to use the technical tools being developed while engaged in the

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NOAA Roadmap framework, a participatory approach for assessing a community's vulnerability to hazards. New information generated by this project will include updated and expanded Sea Level Affecting Marsh Migration (SLAMM) model outputs and current information about fluvial erosion hazards. Through an innovative approach of working with end users in target communities throughout the project, both the Toolbox and the analysis and interpretation of the information will be relevant to local decision makers and the local business community.

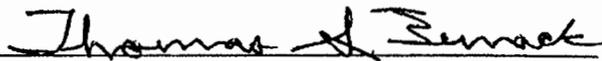
DES Coastal Program staff will facilitate and coordinate the project, and NH Geological Survey staff will develop fluvial erosion hazard and culvert assessment data sets and summary documents. The majority of the funding will be passed through to project partners. The following partners are written into the grant as approved by NOAA: 1) UNH ESRC will develop the Coastal Viewer web-based toolbox with new coastal resiliency data visualization and query tools; 2) UNH Cooperative Extension will coordinate the development and implementation of local adaptation action plans by two coastal communities, and provide outreach to New Hampshire businesses; 3) Great Bay Stewards will work with the Great Bay National Estuarine Research Reserve on SLAMM model development; and 4) UNH Jackson Estuarine Laboratory will perform technical verification of data inputs to the SLAMM model.

ESRC will identify, acquire and standardize priority data sets for the New Hampshire Coastal Data Viewer (Viewer); archive the data sets in NH GRANIT; research, identify and implement the core functionality of the Viewer; construct and populate a preliminary version of the Viewer to demonstrate functionality; acquire and standardize additional data sets and data services based on input from municipalities, the business community and New Hampshire Coastal Adaptation Workgroup (NHCAW) members; complete the development of the Viewer; work with DES Coastal Program staff to produce user guidance documents for municipalities that will utilize the Viewer; pilot the Viewer with NHCAW members, collaborators, targeted municipalities and the business community; and attend project steering group meetings and two end-user work sessions.

Total project costs are \$41,862. A budget breakdown is provided in Attachment A. In the event that Federal funds become no longer available, General funds will not be requested to support the project.

This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Peter C. Hastings
Commissioner

November 20, 2013

Thomas S. Burack, Commissioner
State of New Hampshire
Department of Environmental Services
29 Hazen Drive
Concord, NH 03301

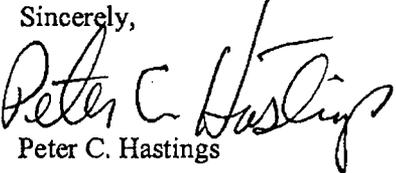
Dear Commissioner Burack:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with the University of New Hampshire, of Durham, NH, as described below and referenced as DoIT 2014-103.

The request is to contract with the University of New Hampshire Sponsored Programs Administration to develop a Coastal Viewer web-based toolbox with new coastal resiliency data visualization and query tools to aid in planning for coastal hazards. The contract will be effective from Governor and Executive Council approval through March 31, 2015. The amount of the contract is not to exceed \$41,862.

A copy of this letter should accompany the Department of Environmental Services' submission to the Governor and Executive Council for approval.

Sincerely,


Peter C. Hastings

PCH/ltn
DoIT 2014-103

cc: Leslie Mason, IT Manager, DoIT
Chris Simmers, IT Manager, DoIT

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 approve this Project Agreement ("Effective date") and shall end on **3/31/15**. 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: NH GRANIT - Project of Special Merit

- 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: Catherine Coletti
Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
Phone: 559-0024

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
Service Building/51 College Road
Durham, NH 03824
Phone: 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: Steven Couture
Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
Phone: 559-0027

Campus Project Director

Name: Fay Rubin
Address: University of New Hampshire
NH GRANIT
8 College Road
Durham, NH 03824
Phone: 862-4240

F. Total State funds in the amount of \$41,862 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 0 % 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. NA13NOS4190142 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.

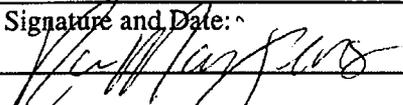
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

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

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

 9/20/13

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

Name: Eva M. Mulheend

Title: AAG

Signature and Date:

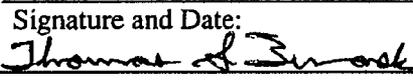
 11/25/13

**By An Authorized Official of:
Department of Environmental Services**

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:

 11/19/2013

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** NH GRANIT - Project of Special Merit
- B. Project Period:** Date of Governor and Council approval through March 31, 2015
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 - At the end of the project GRANIT will have an expanded collection of data sets for distribution through the GRANIT data distribution pages.
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- E. Deliverables Schedule:** Reports. Campus Project Director shall provide Progress Reports on April 15, 2014 and October 15, 2014, summarizing work to date. Campus Project Director shall submit a Final Report due on April 15, 2015 in PDF format summarizing the project activities.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit invoices periodically and will specify actual expenses, by major budget categories. Upon receipt and approval by the State Project Director of invoices, State shall issue payment to Campus based on the costs documented by Campus.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$17,219	\$ -	\$17,219
2. Fringe Benefits	7,972	-	7,972
3. Travel	-	-	-
4. Supplies and Services	5,100	-	5,100
5. Equipment	-	-	-
6. Facilities and Admin.	11,571	-	11,571
Subtotals:	\$41,862	\$ -	\$41,862
Total Project Costs: \$41,862			

G. Other

Funding Credit: An appropriate funding credit statement and logos of NOAA, NH DES and the NH Coastal Program shall appear on all materials intended for public distribution. The funding credit statement shall read as follows: This project was funded under the Coastal Zone Management Act by NOAA's Office of Ocean and Coastal Resource Management in conjunction with the New Hampshire Coastal Program.

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Salaries & Wages	\$17,219.00	\$0.00	\$17,219.00
Employee Fringe Benefits	\$7,972.00	\$0.00	\$7,972.00
Travel	\$0.00	\$0.00	\$0.00
Supplies & Services	\$5,100.00	\$0.00	\$5,100.00
Contractual	\$0.00	\$0.00	\$0.00
Facilities and Administrative Costs	\$11,571.00	\$0.00	\$11,571.00
Subtotals	\$41,862.00	\$0.00	\$41,862.00
In-Kind Contribution		\$0.00	\$0.00
Total Project Cost			\$41,862.00