



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

October 24, 2017

His Excellency, Governor Christopher T. Sununu
And The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a **SOLE SOURCE** cooperative project agreement with the University of New Hampshire (UNH), Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$10,500 for the New Hampshire Geographically Referenced Analysis and Information Transfer System (NH GRANIT) to upload tidal stream crossing assessment information to the NH Coastal Viewer, effective upon approval of Governor and Council through March 31, 2019. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-3642-72-500573	<u>FY 2018</u>
Dept. of Environmental Services, Coastal Zone Management, Grants – Federal	\$10,500

EXPLANATION

This agreement is **SOLE SOURCE** because the NH GRANIT project at the UNH Earth Systems Research Center is recognized as New Hampshire's Statewide Geographic Information System (GIS) Clearinghouse and NH GRANIT staff currently maintains the NH Coastal Viewer (<http://www.granit.unh.edu/nhcoastalviewer>). The NH Coastal Viewer is an important on-line mapping and screening tool that provides public access to geospatial data about coastal resources and hazards for NH's 42 coastal watershed communities.

This agreement is part of a larger project being funded through a grant from the National Oceanic and Atmospheric Administration's (NOAA) Projects of Special Merit, entitled: "Resilient Crossings for Coastal NH: Prioritizing Tidal Crossing Replacement for Community and Ecosystem Resilience." The "Resilient Tidal Crossings" grant enables NHDES to work with The Nature Conservancy (TNC), UNH Technology Transfer Center (T2), and UNH GRANIT to implement the Tidal Protocol at all of the ±120 tidal crossings in New Hampshire. Developed by TNC and NHDES, the Tidal Protocol is designed to identify high priority tidal crossing replacement/restoration projects based on a selection of ecosystem, hazard mitigation, and climate resiliency evaluation criteria. Implementation of the Tidal Protocol and dissemination of results via the NH Coastal Viewer and the Statewide Asset Data Exchange System (SADES) will contribute to the strategic replacement of tidal crossing infrastructure and improved asset management.

The purpose of this agreement is to enable NH GRANIT to support implementation of the "Resilient Tidal Crossings" grant by performing the following tasks, as described in greater detail in Exhibit A of the cooperative project agreement:

His Excellency, Governor Christopher T. Sununu

And the Honorable Council

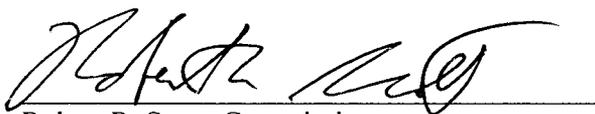
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- Upload tidal crossing assessment dataset and associated metadata and related documentation to the NH Coastal Viewer.
- Participate in kick-off and semi-annual project status meetings.
- Submit three (3) semi-annual progress reports detailing project activities.

Total project costs for this agreement are \$10,500. 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 grant award, while less than the \$25,000 threshold, requires G&C approval as UNH has already received funds in excess of the threshold for this fiscal year.

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

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Environmental Services

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **3/31/19**. 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: **Resilient Crossings for Coastal NH: Prioritizing Tidal Crossing Replacement for Community and Ecosystem Resilience**

- 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: Nathalie Morison
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: (603) 559-0029

Campus Project Administrator

Name: Lisa Scigliano
 Address: University of New Hampshire
Sponsored Programs Administration
Service Bldg, Rm 112 / 51 College Rd
Durham, NH 03824
 Phone: (603) 862-0529

- 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: Kevin Lucey
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: (603) 559-0026

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 **\$10,500** 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 _____ % 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. **NA17NOS4190168** 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, Manager
Title: Sponsored Programs Administration
Signature and Date: [Signature] 9/26/17

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: [Signature] 10-25-17

By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name: Corbin Landrigan
Title: Attorney
Signature and Date: [Signature] 10/31/2017

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

[Signature]

EXHIBIT A

- A. Project Title:** Resilient Crossings for Coastal NH (NH GRANIT): Prioritizing Tidal Crossing Replacement for Community and Ecosystem Resilience
- B. Project Period:** Date of Governor and Council approval through March 31, 2019
- C. Objectives:** The goal of this project is to support implementation of the NH Tidal Crossing Assessment Protocol (Tidal Protocol) by uploading tidal crossing assessment information to the NH Coastal Viewer. Implementation of the Tidal Protocol and dissemination of results via the NH Coastal Viewer will contribute to the strategic replacement of tidal crossing infrastructure and improved infrastructure management.
- D. Scope of Work:** Campus shall perform the following activities that are components of an overall funding award from the National Oceanic and Atmospheric Administration's (NOAA) Projects of Special Merit grant program, entitled: "Resilient Crossings for Coastal NH: Prioritizing Tidal Crossing Replacement for Community and Ecosystem Resilience," which is incorporated herein by reference.

Activity 5: Reporting

5.02 Upload tidal crossing assessment dataset and associated metadata and related documents to the NH Coastal Viewer by 3/31/19.

Activity 6: Project Management

6.01 Participate in kick-off and semi-annual project status meetings

6.02 Submit (3) performance progress reports detailing project activities

E. Deliverables Schedule:

Performance Progress Reports: Campus shall prepare and submit three (3) electronic semi-annual Progress Reports to NHCP in .pdf format. The first progress report shall summarize project activity during the period from the start of the project through March 31, 2018 and is due by March 31, 2018. The second progress report shall summarize project activity during the period from April 1, 2018 through September 30, 2018 and is due by September 30, 2018. The final progress report shall summarize project activity during the period from October 1, 2018 through March 31, 2019.. The funding credit language quoted in Exhibit A, Section G below shall appear on all progress reports, along with the logos of sponsoring agencies (NOAA, NHDES, NHCP).

- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown below. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 5,256	\$ 0.00	\$ 5,256
2. Fringe Benefits	\$ 2,097	\$ 0.00	\$ 2,097
3. Travel	\$ 0.00	\$ 0.00	\$ 0.00
4. Supplies & Services	\$ 414	\$ 0.00	\$ 414
5. Facilities & Admin	\$ 2,733	\$ 0.00	\$ 2,733
Subtotals:	\$ 10,500	\$ 0.00	\$ 10,500
Total Project Costs:			\$ 10,500

G. Other

Funding Credit: All work products intended for public distribution, including reports, websites, flyers, newsletters, signage, etc., shall include the logos of the sponsoring agencies as follows: the National Oceanic and Atmospheric Administration (NOAA), New Hampshire Coastal Program (NHCP), and New Hampshire Department of Environmental Services (NHDES). Additionally, all work products intended for public distribution shall include the following funding credit statement: *“This project was funded by the Coastal Zone Management Act, 16 U.S.C. 1451-1466, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration, in conjunction with the NH Department of Environmental Services Coastal Program.”*

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 .

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Salaries & Wages	\$ 5,256.00	\$ 0.00	\$ 5,256.00
Fringe Benefits	\$ 2,097.00	\$ 0.00	\$ 2,097.00
Travel	\$ 0.00	\$ 0.00	\$ 0.00
Supplies & Services	\$ 414.00	\$ 0.00	\$ 414.00
Facilities & Administrative Costs	\$ 2,733.00	\$ 0.00	\$ 2,733.00
Subtotals:	\$ 10,500.00	\$ 0.00	\$ 10,500.00
In-Kind Contribution		\$0.00	\$0.00
Total Project Costs			\$ 10,500.00