



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

June 8, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Sponsored Programs Administration (VC #315187-B083), Durham, NH, in the amount of \$10,363 to maintain the New Hampshire Coastal Viewer, effective as of July 1, 2023 through June 30, 2024, upon Governor and Council approval. The funding is 100% Federal Funds.

Funds are available in the following account. Funding for FY24 is contingent upon continuing appropriation and availability of funds.

| | |
|---|----------------|
| | <u>FY 2024</u> |
| 03-44-44-442010-3642-072-500573 | \$10,363 |
| Dept. Environmental Services, Coastal Zone Management, Grants—Federal | |

EXPLANATION

NHDES requests approval of a **SOLE SOURCE** agreement with the University of New Hampshire (UNH) to continue to maintain the New Hampshire Coast Viewer. 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 GRANIT staff maintain the NH Coastal Viewer, which is an important tool that provides publicly accessible visualization and assessment tools for geospatial coastal data in the state. The NH Coastal Viewer (www.nhcoastalviewer.org) is an online mapping and screening tool that provides access to geospatial data about coastal resources and hazards for New Hampshire's 42 coastal watershed communities. The Coastal Viewer was developed in 2013-2015 by the NH GRANIT project staff at UNH, working in close collaboration with the New Hampshire Department of Environmental Services Coastal Program (NHCP). Coastal Viewer maintenance and enhancement funding was provided by NHCP in 2016 through June 2023, and over that time, the Coastal Viewer has become an important venue for the sharing and use of coastal resource and hazards data developed by NHDES and its partner organizations. Between July 1, 2022 and December 31, 2022, the Coastal Viewer received 8,081 total visitors.

The NHCP annual program budget has allocated funds specifically focused on improving access to data and tools that empower municipalities to plan to address coastal risks and hazards. This grant will enable

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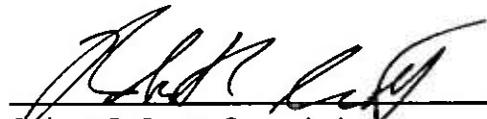
Page 2 of 2

GRANIT to continue to maintain and support the Coastal Viewer software and data sets, update and add new data sets, track and evaluate usage of the Coastal Viewer, and provide user support on the Coastal Viewer and coastal resource and hazard data sets. Additionally, NH GRANIT will add the coastal flood layers from the New Hampshire Coastal Flood Risk Model project (expected December 2023 or January 2024) to the Coastal Viewer. These hydrodynamic model layers are being developed by Woods Hole Group and the NHDES Coastal Program for use by state agencies and coastal NH communities.

Total project costs are budgeted at \$16,118. NHDES will provide \$10,363 of the project costs through this federal grant. UNH will provide \$5,755 in matching funds. A budget breakdown is provided in the Cooperative Project Agreement. In the event federal funds become no longer available, general funds will not be requested to support this program.

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

We respectfully request your approval of this item.



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 when the National Oceanic and Atmospheric Administration Office for Coastal Management has approved the project task description and the Governor and Executive Council of the State of New Hampshire has approved this Project Agreement but not prior to 07/01/2023 ("Effective date") and shall end on **6/30/24**. 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: **Maintaining and Enhancing the New Hampshire Coastal Viewer**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Steven Couture
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: 603-271-8801

Campus Project Administrator

Name: Jeffrey Burgess
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Road, Rm 116
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: Kirsten Howard
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: 603-559-0020

Campus Project Director

Name: David Justice
 Address: University of New Hampshire
Earth Systems Research Center
8 College Rd., Morse Hall
Durham, NH 03824
 Phone: 603-862-4698

F. Total State funds in the amount of **\$10,363** 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 **35.7%** 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. **NA22NOS4190031** 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: Director, Pre-award Compliance

Signature and Date:

Karen Jensen

Digitally signed by Karen Jensen
Date: 2023.05.01 11:14:54 -04'00'

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

 6/8/23

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

Name: K. Allen Brooks

Title: Senior Assistant Attorney General

Signature and Date:

 6/9/23

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Maintaining and Enhancing the New Hampshire Coastal Viewer
- B. Project Period:** July 1, 2023, contingent upon National Oceanic and Atmospheric Administration and Governor and Council approval, through June 30, 2024
- C. Objectives:** The goal of this task is to maintain, enhance, and promote use of the NH Coastal Viewer and associated map services.
- D. Scope of Work:** UNH GRANIT will complete the following activities:

Activity 1 – Maintain and support the Viewer environment, software, data sets, and map services for related mapping tools. Maintain the server environment that hosts the Viewer. Implement software updates to the core software on a semi-annual basis, or as needed. Review and monitor development of emerging VertiGIS (f/k/a Latitude Geographics) technologies such as Geocortex Web for consideration as an eventual viewer replacement. At present, we continue to feel that the Geocortex Web platform does not provide sufficient tools to justify a change, but the technology is evolving and may offer compelling benefits to consider as the project progresses.

Activity 2 – Update data sets and add new data sets. NH GRANIT will continue to update key data layers as new versions become available from NH GRANIT and/or project partners. This may require updating the source data sets and associated documents, as well as documentation on the Viewer that refers to the data sets. Examples of data sets that may be updated include the NH GRANIT Conservation Lands data layer, transportation layer(s), and a suite of data set from the NHDES. Additionally, NH GRANIT will add new, priority data sets, associated metadata, and related documents to the Viewer based on input from project partners and community users. At present, NH GRANIT maintains approximately 23 web map services specifically developed for the NH Coastal Viewer. Activity 2 will include the continued maintenance of these services for use on the viewer, but these services are and will continue to be available to other map viewers developed and maintained by the NHDES Coastal Program. In addition, NH GRANIT will add the coastal flooding layers from the New Hampshire Coastal Flood Risk Model project (expected in December of 2023 or January of 2024). These hydrodynamic model layers will be developed by Woods Hole Group for the NHDES Coastal Program, and will be based on four sea level rise coastal flooding scenarios. NH GRANIT will work with the NHDES Coastal Program to store, publish, and maintain access to the resulting spatial datafiles associated with the model on NH GRANIT platforms.

Activity 3 – Compile usage statistics for the Viewer. Monitor viewer usage and report statistics in the scheduled project status reports. Conduct usage surveys and needs assessments as needed.

Activity 4 – Maintain landing page and provide assistance with the Viewer as needed. Provide technical support to users. Collaborate with partners, including NHDES Coastal Program, NHCAW, UNH Cooperative Extension, and others, to develop training materials and deliver hands-on training on use of the Viewer (as requested). For example, NH GRANIT will be available to provide on-site or screen-share training to interested parties (within reason). Coordinate with NHDES Coastal Program staff to maintain the Viewer website and ensure the Coastal Viewer datasets and metadata are accessible to users via the New Hampshire Geodata Portal or other platforms. Promote the viewer by way of the NH Geodata Portal. GRANIT will work with contractor to pay for annual server and domain fees.

E. Deliverables Schedule: Reports: Campus Project Director shall provide one (1) semi-annual progress report and one (1) final report that summarizes the project activities. The semi-annual report will cover the period of the project start date through December 31, 2023 and will be due on January 13, 2024. The final report will summarize activities throughout the entire project period. The final report will be due on June 30, 2024.

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 | \$ 3,802 | \$ 3,153 | \$ 6,955 |
| 2. Fringe Benefits | \$ 1,262 | \$ 1,047 | \$ 2,309 |
| 3. Travel | - | - | - |
| 4. Supplies and Services | \$ 2,500 | - | \$ 2,500 |
| 5. Other (IT support) | - | - | - |
| 6. Facilities and Admin. | \$ 2,799 | \$ 1,555 | \$ 4,354 |
| Subtotals: | \$ 10,363 | \$ 5,755 | \$ 16,118 |
| Total Project Costs: \$16,118 | | | |

G. Other: Funding Credit and ADA Compliance: All final work products and outreach materials shall include the NOAA, NHDES and NHCP logos and shall state that "This project was funded, in part, by NOAA's Office for Coastal Management under the Coastal Zone Management Act in conjunction with the New Hampshire Department of Environmental Services Coastal Program." All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted. References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB).**