



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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GAC

July 9, 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 to enter into a Cooperative Project Agreement (CPA) with the University of New Hampshire, Office of Sponsored Research (UNH) (VC # 315187-B083), Durham, NH, in the amount of \$5,300, for the purpose of developing a municipal version of the statewide stream crossing assessment protocol, effective upon Governor and Council approval through February 28, 2026. 100% Federal Funds.

Funding is available in the following account:

03-44-44-442010-2205-072-500574

Dept. Environmental Services, Wetland Improvement Grants, Grants-Federal

FY2025

\$5,300

EXPLANATION

This agreement provides financial assistance to the Statewide Asset Data Exchange System (SADES) program at UNH to participate in the development of a municipal version of the statewide stream crossing assessment protocol and attendant data collection application. UNH maintains the data collection application for stream crossing assessments statewide, which will be updated with a separate municipal version. NHDES and its partner agencies and organizations have been conducting stream crossing assessments to identify flood-induced public safety risks for over a decade. SADES incorporates the statewide stream crossing database. Select municipalities have indicated in recent years that they desired to have the ability to collect and enter data into the statewide database directly. This project will create the technical and protocol framework to achieve this goal by allowing municipalities editing access to the statewide stream crossing database and provision of training to allow them to do so. SADES became the repository for statewide stream crossing data in 2014, and providing municipalities the ability to directly access and edit their stream crossing data in SADES represents the logical next step in the evolution of SADES and the state's stream crossing assessment efforts and database.

This agreement has been approved by the Attorney General's Office as to form, execution and substance. This agreement, while less than the \$10,000 threshold, requires G&C approval as this entity has already received funds in excess of the threshold.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

www.des.nh.gov

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

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 **2/28/26**. 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: **Engaging Communities on Stream Crossing Assessments While Preserving Wetlands**

- 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: Shane Csiki
 Address: NH Dept of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
 Phone: (603) 271-1975

Campus Project Administrator

Name: Gretchen Swain
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
 Phone: (603) 862-4865

- 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: Shane Csiki
 Address: NH Dept of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
 Phone: (603) 271-1975

Campus Project Director

Name: Erin Bell
 Address: University of New Hampshire
Civil and Environmental Engineering
Kingsbury Hall, Room W141
Durham, NH 03824
 Phone: (603) 862-3850

F. Total State funds in the amount of **\$5,300** 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. **00A01392** from **Environmental Protection Agency** under CFDA# **66.461**. 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, **NHDES** have executed this Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Dianne Hall

Title: Sponsored Programs Administration
Manager Pre-Award Compliance

Signature and Date: Dianne Hall Digitally signed by Dianne Hall
Date: 2024.06.27 14:30:43
-04'00'

By An Authorized Official of:

NH Dept of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date: [Signature] 7/10/24

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

Name: Melissa Fates

Title: Assistant Attorney General

Signature and Date: [Signature] 7/12/24

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** Engaging Communities on Stream Crossing Assessments While Preserving Wetlands
- B. **Project Period:** Upon approval of Governor and Council through 02/28/2026
- C. **Objectives:** Development of municipal version of statewide stream crossing assessment protocol, modification of attendant data collection application, and provision of training to municipalities.
- D. **Scope of Work:** UNH Technology Transfer Center (T2) will work with NHDES and Southwest Region Planning Commission to develop a streamlined municipal stream crossing assessment protocol, and create an ArcGIS iPad application, inclusive of the design of the database structure, with the streamlined protocol for provision to municipalities. UNH T2 will participate in trainings with the municipalities of Marlborough and Winchester to provide instruction and technical support on use of the developed application for update of stream crossing information, and so that they are enable to enter stream crossing data directly into the statewide database.
- E. **Deliverables Schedule:** Elements of the Scope of Work will be executed and delivered during the project period based upon communications and in agreement with State.
- F. **Budget and Invoicing Instructions:** Campus will submit an invoice to State for the amount of \$2,650 at the time of G&C project approval and for the amount of \$2,650 upon completion of the Scope of Work. Campus will submit the final invoice not later than 75 days after the Project Period end date. State will pay Campus within 30 days of receipt of each invoice. This award is firm fixed price.

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