



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

May 12, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a Cooperative Project Agreement (PO# 1078291) with the University of New Hampshire, Sponsored Programs Administration (VC #315187-B083), Durham, NH, for the "Geologic Map Standardization and GeMS Conversion" project, by extending the project completion date to January 31, 2022 from July 31, 2021. The original agreement was approved by Governor and Council on February 3, 2021, Item #23. This is a no-cost time extension only.

EXPLANATION

The Department of Environmental Services (NHDES) requests extension of this Cooperative Project Agreement amendment in order to provide the University of New Hampshire with additional time to complete tasks to the agreed upon scope of services. The additional time is necessary given that it has taken longer than anticipated to perform work on the project given COVID-19 related restrictions and attendant workflow changes at both UNH and NHDES. This project will: 1) work to convert an archive of digital 1:24,000-scale surficial geologic maps, though currently in GIS format, to a federally prescribed Geologic Map Schema (GeMS) format; and 2) develop standardized tools to convert future geologic mapping products to the prescribed GeMS format. A copy of the original agreement is included as Attachment A.

To date, none of the original agreement amount of \$5,339 has been spent. No changes to the original budget are requested in this amendment. NHDES will provide 100% of the project costs through the federal grant. 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.



Robert R. Scott, Commissioner

**AMENDMENT #01 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 2/3/21, item # 21, for the Project titled "Geological Map Standardization and GeMS Conversion Project," Campus Project Director, David Justice, 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 07/31/21 with the revised Project End Date of 01/31/22, and Exhibit A, article B is revised to replace the Project Period of 02/03/21 – 07/31/21 with 02/03/21 – 01/31/22.
- Article C. is amended to expand 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 add 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 #01 to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen Jensen

Title: Director, Pre-Award

Signature and Date: Karen Jensen Digitally signed by Karen Jensen
Date: 2021.05.03 11:28:39 -0400

By An Authorized Official of:

NH Dept. of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date: *Robert R. Scott* 5/12/21

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

Name: *Joshua Harrison*

Title: *Assistant Attorney General*

Signature and Date: *Joshua Harrison* 5/17/2021

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

Name:

Title:

Signature and Date:



The State of New Hampshire JAN 20 21 AM 11:26 RCV
Department of Environmental Services

Robert R. Scott, Commissioner



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January 15, 2021

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** Cooperative Project Agreement with University of New Hampshire, Sponsored Programs Administration (VC# 315187-B083), Durham, NH, in the amount of \$5,339, to archive 15 surficial geologic maps in the National Geologic Map Database (NGMDB) format known as the Geologic Map Schema (GeMS) to ensure that they are preserved in a common data format that can be hosted by NGMDB, effective upon Governor and Council approval through July 31, 2021. Funding is 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-44-440010-9114-0102-500731	\$5,339
Department of Environmental Services, Geologic Data Preservation, Contract for Program Services	

EXPLANATION

NH Geological Survey (NHGS), a unit within the Commissioner's Office of NHDES, has been one of the leaders in promoting and using geospatial data in ways that provide societal benefits. NHGS receives matching funds from US Geological Survey under the National Geologic and Geophysical Data Preservation Program to convert legacy, "born digital" geologic maps into the newly implemented NGMDB GeMS format. A stakeholder survey conducted by NHGS in 2018 identified that providing the general public and professionals with easier access to its data products is a high priority. This agreement is for services required to "modernize" selected geologic map datasets as part of a long-term effort by NHGS to make all of its legacy geologic maps fully GeMS-compliant. It is **SOLE SOURCE** because the NH GRANIT project at the University of New Hampshire Earth Systems Research Center (UNH-ESRC) is recognized as New Hampshire's Statewide Geographic Information System (GIS) Clearinghouse and has an extensive collaborative history of working with NHGS to create digital geologic map products that meet the objective of enhancing public access. This request applies to an agreement that is below the \$10,000 threshold because the cumulative total of contracts with UNH for FY 2021 exceeds the threshold amount.

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

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The full potential of geologic maps to serve the needs and interests of many different end users is dependent on easy access to these datasets. The NHGS archive of "digitally born" 1:24,000-scale, surficial geologic maps, is currently in GIS format but lacks specific standardized vocabularies and metadata, as prescribed by GeMS. Conversion to a GeMS-compliant format will result in a more valuable data resource that provides standardized content, improves accessibility (through NGMDB), and contributes to the national archive of geologic maps, NGMDB. The likelihood that this new data format will become obsolete at some future date is minimized as tools that work with standardized data will likely be developed by the US Geological Survey to perpetuate these data into newer and newer formats.

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

We respectfully request your approval of this item.

A handwritten signature in black ink, appearing to read "Robert R. Scott", is 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 7/31/21. 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: **Geologic Map Standardization and GeMS Conversion Project**

- 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: Frederick H. Chormann, Jr.
Address: NH Dept of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Phone: 603-271-1975

Campus Project Administrator

Name: Lisa Scigliano
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 112
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: Frederick H. Chormann, Jr.
Address: NH Dept of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Phone: 603-271-1975

Campus Project Director

Name: David G. Justice
Address: Earth Systems Research Center
Morse Hall, 8 College Rd
Univeristy of New Hampshire
Durham, NH 03824

Phone: 603-862-4698

F. Total State funds in the amount of \$5,339 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. G20AP00082-02 from US Geological Survey under CFDA# 15.814. 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, NH DES have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title: Sponsored Programs Administration
Director Pre-Award
Signature and Date:
Karen Jensen
Digitally signed by Karen Jensen
Date: 2021.01.06 17:44:22 -0500

By An Authorized Official of:
NH Dept of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date:
Robert R. Scott 1-15-21

By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date:
Joshua Harrison 1/19/2021

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

EXHIBIT A

- A. Project Title:** Geologic Map Standardization and GeMS Conversion Project
- B. Project Period:** upon G&C approval-07/31/21
- C. Objectives:** Conversion of legacy surficial geologic maps to be compatible with the US Geological Survey (USGS) Geologic Map Schema (GeMS)
- D. Scope of Work:** GRANIT staff at Earth Systems Research Center (ESRC) will clean and convert 15 legacy format 7.5-minute surficial geology quads (determined by NHDES) into the new GeMS format for inclusion in the USGS national geologic map database. This will entail the following: 1) Review and editing of legacy data, including topology validation, correction of topology errors, feature coding review and correction, and coding standardization, 2) Creation of a database that conforms to the new USGS GeMS format, 3) Incorporation of the 15 cleaned/standardized legacy quads from #1 into the GeMS format, and 4) Production of verification material, as necessary.
- E. Deliverables Schedule:** Delivery upon completion of Scope of Work
- 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 (if required)	Total
1. Salaries & Wages	2,399	0	2,399
2. Employee Fringe Benefits	1,051	0	1,051
3. Travel	0	0	0
4. Supplies and Services	500	0	500
5. Equipment	0	0	0
6. Facilities & Admin Costs	1,389	0	1,389
Subtotals	5,339	0	5,339
In Kind Contribution		0	0
Total Project Costs:	5,339	0	5,339

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 Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. .