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The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

April 28, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend an a Cooperative Project Agreement (PO# 1074221) with the University of New Hampshire, Sponsored Programs Administration (VC# 315187-B083), by extending the completion date from June 30, 2021 to December 31, 2021, upon Governor and Council approval. The original Agreement was approved by Governor and Council on June 10, 2021, Item #67. Funding is 100% General Funds. No additional funding is involved in the time extension.

EXPLANATION

The purpose of this agreement has been to fund the Geospatial Technologies Training Center at the University of New Hampshire Cooperative Extension (UNH Extension) to develop and provide training on the use of the crowdsource New Hampshire Stone Wall Mapper application to serve the purpose of enhancing understanding of LiDAR topographic data by the public. Development and provision of training sessions was scheduled for completion by the end of June 2021. It has taken longer than anticipated to develop and execute the training, in large part a result of COVID-19, and its related restrictions and reduced workflow at UNH Extension. This has resulted in the need for additional time to complete the project. To date, \$3,822 of the original grant amount of \$6,372 has been spent.

NHDES is requesting approval of a six month, no-cost extension for the Cooperative Project Agreement with UNH for the New Hampshire Stone Wall Mapper project. All other provisions of the Cooperative Project Agreement remain in effect pursuant to the originally approved agreement.

We respectfully request your approval.

Robert R. Scott
Commissioner

**AMENDMENT #01 to
COOPERATIVE PROJECT AGREEMENT**
between the
STATE OF NEW HAMPSHIRE, Department of Enviromental 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 6/10/20, item # 67, for the Project titled "NH Stonewall Mapping Project Outreach and Training," Campus Project Director, **Shane Bradt**, 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 6/30/21 with the revised Project End Date of 12/31/21, and Exhibit A, article B is revised to replace the Project Period of 5/1/20 – 6/30/21 with 5/1/20 – 12/31/21.
- 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 #1 to the Cooperative Project Agreement.

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

Name: Karen Jensen
Title: Sponsored Programs Administration, Director,
Pre-Award
Signature and Date: Karen Jensen 4/26/21

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

Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date: [Signature] 5/10/2021

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

Name: Robert Scott
Title: Commissioner
Signature and Date: [Signature] 5/13/21

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

Name:
Title:
Signature and Date:

EXHIBIT A

- A. Project Title:** NH Stonewall Mapping Project Outreach and Training
- B. Project Period:** 05/04/20 - 12/31/21
- C. Objectives:**
- D. Scope of Work:** UNH Cooperative Extension staff at will conduct face-to-face or remote training and provide online resources to to increase awareness of the NH Stone Wall Mapper and develop skills in people who will be willing to contribute data and/or act as data stewards for the project. Approximately five face-to-face or remote trainings will be developed and offered based on the approach described below. Online activities will complement and increase access to the training, including making key resources available on the web and allowing people to attend training remotely.
- E. Deliverables Schedule:** Level 1 - Start mapping stone walls (final name to be determined later)
- Topics
- overview of stone wall mapping project
 - overview of mapping tool
 - tips and tricks of interpreting data to map stone walls
 - hands-on mapping of stone walls by participants
- Details
- 2-3 face-to-face or remote workshops offered and/or online training materials produced as deemed appropriate
- Level 2 - Editing/curating stone wall data (final name to be determined later)
- Topics
- overview of data maintenance procedures
 - hands-on editing of stone wall data by participants
- Details
- 1-2 face-to-face or remote workshops offered and/or online training materials produced as deemed appropriate
- Level 3 - Field validation of stone wall data (final name to be determined later)
- Topics
- overview of data maintenance procedures
 - field inspection of stone walls
 - hands on editing of stone wall data by participants
- Details
- 1 face-to-face or remote workshop offered and/or online training materials produced as deemed appropriate
- 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. 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.



The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

May 4, 2020

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 \$6,373, to conduct training and provide online resources to increase awareness and assist skill development of volunteers and students for the NH Stone Wall Mapper project, effective upon Governor and Council approval through June 30, 2021. Funding is 100% General Funds.

Funding is available in the account as follows with the ability to adjust encumbrances between fiscal years through the State Budget Office, if needed and justified.

	<u>FY 2020</u>	<u>FY 2021</u>
03-44-44-440010-3851-0102-500731	\$2,699	\$3,673
Department of Environmental Services, NHGS Administration, Contract for Program Services		

EXPLANATION

NH Geological Survey (NHGS), a unit within the Commissioner's Office of NHDES, has been one the principal supporters of the state's investment in high-resolution land surface elevation data (LiDAR). NHGS has a longstanding interest in digital terrain analysis and landform mapping. Stone walls represent a special and defining feature of the New Hampshire landscape that can be mapped using LiDAR. This request is to expand the awareness and use of this LiDAR data resource by expanding use of the crowdsourced NH Stone Wall Mapper application. This agreement to develop and provide training opportunities is **SOLE SOURCE** because the Geospatial Technologies Training Center at the University of New Hampshire Cooperative Extension (UNH-Extension) serves as New Hampshire's leader in promoting and enabling the use of Geographic Information System (GIS) technology. This request applies to an agreement that is below the \$10,000 threshold because the cumulative total of contracts with UNH for FY 2020 exceeds the threshold amount.

The full potential of the LiDAR elevations to serve the needs and interests of many different end users is dependent on easy access to the datasets in formats that can be readily interpreted and consumed. The web-based NH Stone Wall Mapper takes advantage of LiDAR visualizations of the NH landscape to enable interested individuals to identify and map stone walls. This mapping interface has been designed for easy access and within

one year of its public release resulted in over 12,000 miles of stone walls being mapped. Only access to a web browser and the internet are needed. The popularity of the Mapper throughout the state is clearly evidenced by the large number of requests for public presentations/demonstrations that NHGS receives on an ongoing basis. Teachers are using the training to fulfill requests for remote learning opportunities, via live webinars and recordings, that expand the "crowd" and introduce a data verification component to the NH Stone Wall Mapper. This is needed in order to create a more authoritative dataset that can better serve the interests of cultural preservationists, foresters, land surveyors, researchers, and other stakeholders.

Detailed maps of stone walls throughout the state will provide an inventory that will facilitate efforts by the state and local communities to monitor and preserve these iconic symbols of our shared heritage. Furthermore, the experience of viewing the landscape from a new and novel perspective (LiDAR) enlivens curiosity about other landforms within local landscapes and stimulates exploration into their origins and geologic past. People are invited to view their everyday landscapes from a different perspective, both in time and space, and develop a lasting interest in New Hampshire history and geology.

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

We respectfully request your approval.



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,
- B. **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.
- C. 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 6/30/21. 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.
- D. 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 Stonewall Mapping Project Outreach and Training

- 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: Cheryl Moore
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 113
Durham, NH 03824-3585
Phone: 603-862-1992

- 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

Campus Project Director

Name: Shane Bradt
Address: UNH Nesmith Hall 319
131 Main Street
Durham, NH 03824-3585

Phone: 603 271-1975

Phone: 603 862-4277

- F. Total State funds in the amount of \$6,373 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. _____ 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 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, _____ 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 4/22/20

By An Authorized Official of:

Name: Robert R. Scott

Title: Commissioner, NHDES

Signature and Date:

Robert R. Scott 5/14/20

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

Name: Joshua C. Harrison

Title: Assistant Attorney General

Signature and Date:

Joshua C. Harrison 5/12/2020

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** NH Stonewall Mapping Project Outreach and Training
- B. Project Period:** 05/01/2020 - 06/30/2021
- C. Objectives:**
- D. Scope of Work:** UNH Cooperative Extension staff at will conduct face-to-face training and provide online resources to to increase awareness of the NH Stone Wall Mapper and develop skills in people who will be willing to contribute data and/or act as data stewards for the project. Approximately six face-to-face trainings will be developed and offered in locations around the state based on the approach described below. Online activities will complement and increase access to the training, including making key resources available on the web and allowing people to attend training remotely.
- E. Deliverables Schedule:**
- Level 1 - Start mapping stone walls (final name to be determined later)
- Topics
- > overview of stone wall mapping project
 - > overview of mapping tool
 - > tips and tricks of interpreting data to map stone walls
 - > hands-on mapping of stone walls by participants
- Details
- > 2-3 hands-on workshops offered in locations around the state
- Level 2 - Editing/curating stone wall data (final name to be determined later)
- Topics
- > overview of data maintenance procedures
 - > hands-on editing of stone wall data by participants
- Details
- > 2-3 hands-on workshops offered in locations around the state
- Level 3 - Field validation of stone wall data (final name to be determined later)
- Topics
- > overview of data maintenance procedures
 - > field inspection of stone walls
 - > hands on editing of stone wall data by participants
- Details
- > one hands-on workshop offered
 - > field inspection of stone walls
- 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. 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:

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	3,510	0	3,510
2. Employee Fringe Benefits	1,548	0	1,548
3. Travel	0	0	0
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	1,315	0	1,315
Subtotals	6,373	0	6,373
In Kind Contribution		0	0
Total Project Costs:			6,373

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. .