



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

May 9, 2023

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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 execute a **SOLE SOURCE** amendment to a Memorandum of Agreement (MOA) (PO # 1082647) with the University of New Hampshire, Sponsored Programs Administration (VC #315187-B083), Durham, NH, by increasing the MOA by \$27,513 to \$71,751 from \$44,238 and extending the end date to December 31, 2025 from June 30, 2023 to provide additional support for Lead in School and Child Care Facility Drinking Water Data Web-tools, effective upon Governor and Council approval. The MOA was originally approved by Governor and Council on October 13, 2021, Item #72H. 100% Federal funds.

Funding is available in the following account.

03-44-44-442010-2047-102-500731

Dept. Environmental Services, Water Planning, Contracts for Program Services

FY 2023
\$27,513

EXPLANATION

This **SOLE SOURCE** agreement is to extend an existing MOA with the NH GRANIT project at the University of New Hampshire (UNH) Earth Systems Research Center to provide additional support for the Lead in School and Child Care Facility Drinking Water Data Web-tools. NH GRANIT is recognized as New Hampshire's Statewide Geographic Information System (GIS) Clearinghouse and has successfully developed, and currently maintains several GIS-based, public-facing web pages and viewers for NHDES using GIS software, data, and tools central to NHDES programs. Amending this MOA will allow NH GRANIT to incorporate data from two additional rounds of sampling. The timing of these sampling rounds was recently revised by passage of HB1421 in July 2022 and was not anticipated when the original MOA was developed. To date \$27,944 has been spent of the original amount.

New Hampshire's SB247 – *Preventing Childhood Lead Poisoning from Paint and Water*, enacted in 2018, requires that schools and licensed childcare facilities test their water for lead at all locations that are available for consumption by children. Testing requirements were significantly modified by passage of HB1421 in July 2022 and now require three rounds of testing by June 30, 2024, rather than by 2028, as originally required. Approximately 1,200 schools and childcare facilities have completed the first of three

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-5171 • TDD Access: Relay NH 1-800-735-2964

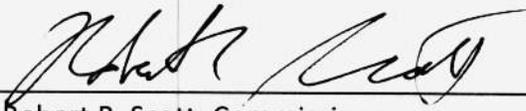
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

required rounds of testing, resulting in over 23,000 sample results, and most facilities are in the process of completing a second round of sampling, with a third round anticipated to begin in the next six months.

Amending the contract to include an additional scope of work and extending the time period to December 31, 2025 will allow UNH GRANIT to incorporate data from all three sampling rounds into the interactive GIS web-tools. Inclusion of these new data will allow parents, school administrators, officials, and other interested parties to view the testing results and descriptions of any associated remediation efforts from all rounds of sampling. Funding for this effort is provided by the Water Infrastructure Improvements for the Nation (WIIN) act, administered by the U.S. Environmental Protection Agency (USEPA), for assistance in drinking water lead testing in schools and childcare facilities.

In the event that the 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

AMENDMENT #1 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 **10/13/21**, item # **72H**, for the Project titled "**Lead in School and Childcare Facility Drinking Water Data Web-tools**," Campus Project Director, **Dr. 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 6/30/23 with the revised Project End Date of 12/31/25, and Exhibit A, article B is revised to replace the Project Period of 10/13/21-6/30/23 with 10/13/21-12/31/25
- Article C. is amended to expand Exhibit A by including the proposal titled, "**Addendum Lead in School and Childcare Facility Drinking Water Data Web-tools**," dated **4/13/23**.
- 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 **\$27,513** and will read:

Total State funds in the amount of **\$71,751** 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: Director, Pre Compliance Digitally signed by Karen Jensen

Signature and Date: Jensen Date: 2023.04.25 15:16:40 -0400

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name: Joshna Harrison

Title: Assistant Attorney General

Signature and Date: [Signature] 5/24/2023

By An Authorized Official of:

NH Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner, NHDES

Signature and Date: [Signature] 5/11/23

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

A. Project Title:

B. Project Period: October 13, 2021 - December 31, 2025

C. Objectives:

D. Scope of Work: Scope of Work is revised to include:

Activity 1 – Update the web-tools in the NH DES "Lead in School Drinking Water Dashboard" to include additional functionality to filter data and present summary statistics based on sampling round. Round One is complete, Round Two is currently underway, and Round Three is anticipated to begin in summer 2023. UNH GRANIT will work with DES to obtain data from the State Lead Drinking Water Database. The web-tools will be able to readily accommodate the addition of new data anticipated from additional future sampling.

Activity 2 – Continue to maintain and support the environment, software, and map services for the web-tools. NHDES will provide additional results for the Second and Third rounds of lead drinking water testing. As additional results become available, UNH will continue to add the new results to the web-tools throughout the project addendum period. NHDES will continue to provide web services for the school/station locations and sample results table.

Activity 3 – Continue to compile usage statistics for the Web-tools, monitor viewer usage and report statistics on a quarterly basis. Conduct usage surveys and needs assessments as needed. NHDES will provide questions for use in surveys. This will include usage activity throughout the project addendum period.

E. Deliverables Schedule:

F. Budget and Invoicing Instructions: Budget is revised to include:

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	15,077	0	15,077
2. Employee Fringe Benefits	5,006	0	5,006
3. Travel	0	0	0
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	7,430	0	7,430
Subtotals	27,513	0	27,513
Total Project Costs:			27,513



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

September 13, 2021

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

APPROVED G & C

DATE 13 October 2021

ITEM # 72H

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** Memorandum of Agreement (MOA) with the University of New Hampshire, Sponsored Programs Administration (VC #315187-B083), Durham, NH, in the amount of \$44,238 to create and maintain the Lead in School and Childcare Facility Drinking Water Data Web-tools, effective upon Governor and Council approval through June 30, 2023. 100% Federal funds.

Funding is available in the following account.

03-44-44-442010-2047-102-500731

Dept. Environmental Services, Water Planning, Contracts for Program Services

FY 2022
\$44,238

EXPLANATION

This agreement is **SOLE SOURCE** because the NH GRANIT project at the University of New Hampshire (UNH) Earth Systems Research Center is recognized as New Hampshire's Statewide Geographic Information System (GIS) Clearinghouse. NH GRANIT has successfully developed, and currently maintains several GIS-based, public-facing web pages and viewers for NHDES using GIS software, data, and tools central to NDHES programs. Workflows for sharing data between NHDES and NH GRANIT are well established, since NH GRANIT presently hosts critical environmental datasets for NHDES. NH GRANIT is able to efficiently and effectively create high-quality, web-GIS-tools for NHDES using well-established processes and systems within this collaborative relationship.

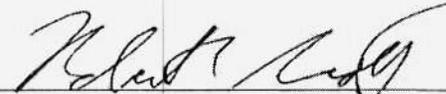
New Hampshire's SB247 – *Preventing Childhood Lead Poisoning from Paint and Water*, enacted in 2018, requires that schools and licensed childcare facilities test their water for lead at all locations that are available for consumption by children. Approximately 1,200 schools and childcare facilities have completed the first of three required rounds of testing, resulting in over 23,000 sample results. NH GRANIT will build and maintain interactive GIS web-tools to allow parents, school administrators, officials, and other interested parties to view the testing results and descriptions of any associated remediation efforts. Making the data accessible in this user-friendly format is important in communicating testing results and promoting the understanding of lead in drinking water at New Hampshire schools and licensed childcare facilities. Funding for this effort is provided by the Water Infrastructure Improvements for the

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Nation (WIIN) act, administered by the U.S. Environmental Protection Agency (USEPA), for assistance in drinking water lead testing in schools and childcare facilities.

The attached MOA provides the scope and budget for the completion of project tasks. In the event that the 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 the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/23**. 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: Lead in School and Childcare Facility Drinking Water Data Web-tools

- 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: Johnna McKenna
Address: Drinking Water/ Groundwater Bureau
Department of Environmental Services
29 Hazen Drive/PO Box 95
Concord, NH 03301
Phone: 603-271-7017

Campus Project Administrator

Name: Kim Becker
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd.
Durham, NH 03824
Phone: 603-358-2939

- 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: Lea Anne Atwell
Address: Drinking Water Groundwater Bureau
Department of Environmental Services
29 Hazen Drive/PO Box 95
Concord, NH 03301
Phone: 603-271-6147

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 \$44,238 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. **M100A00332 and M100A00739** from **US EPA Water Infrastructure Improvement for the Nation (WIIN) Act Lead in Drinking Water Testing in School and Childcare Facilities** under CFDA# **66.444**. 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

Signature and Date:

Karen Jensen

Digitally signed by Karen Jensen
Date: 2021.08.24 12:20:26 -0400

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 9/27/2021

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

Robert R. Scott 9/16/21

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** Lead in School and Childcare Facility Drinking Water Data Web-tools
- B. **Project Period:** Effective upon Governor and Council approval, to June 30, 2023
- C. **Objectives:** The goal of this task is to create an interactive web-tool and dashboard to analyze and visualize data from the State Lead Drinking Water Database.

D. **Scope of Work:** UNH GRANIT will complete the following activities:

Activity 1 – Create two web-tools to display lead content in school and childcare facility drinking water data. The web-tools will display the first-round results of the lead drinking water testing required under NH’s Senate Bill 247 – Preventing Childhood Lead Poisoning from Paint and Water, signed into law in February 2018. Currently, approximately 23,000 records are available in the State Lead Drinking Water Database . ArcGIS Online and Geocortex Web technologies will be utilized to create the web-tools, which will include interactive maps showing approximate facility locations. In addition, sample locations and results, remediation strategies used (e.g., replacement of fixtures with new lead-free fixtures, permanently decommissioning the fixture, installation of filtration systems, etc.), and retesting results following remediation will be made available for individual schools. Summary statistics and associated charts/graphics will be available by state, town, School Administrative Unit (SAU), and school and include:

- Percent of all facilities reporting,
- Number and type of samples per facility,
- Number of samples collected,
- Number of samples above NHDES-defined action levels of interest (1,5, and 15 ppb), and
- The range and median of sample results, as well as number of schools with detections in more than 50% of samples.

The format will be similar to other interactive websites created by the NH Department of Health and Human Services (DHHS) , the State of Vermont , and the State of Montana . ArcGIS Online will be used to create a dashboard for the sample results and summary statistics, and Geocortex Web technologies will be used to create the mapping interface and reports, which will be available for download in PDF format.

UNH GRANIT will work with DES to obtain data from the State Lead Drinking Water Database. The web-tools will be able to readily accommodate the addition of new data anticipated for future sampling rounds.

Activity 2 – Maintain and support the environment, software, and map services for the web-tools. In addition, NHDES will provide additional lead results for the second and third rounds of lead drinking water testing required under SB247, for an additional approximate 46,000 sample results, for UNH to add to the web-tools. NHDES will provide these as one web service for the school / station information, and another web service table of the results.

Activity 3 – Compile usage statistics for the Web-tools. Monitor viewer usage and report statistics on a quarterly basis. Conduct usage surveys and needs assessments as needed. NHDES will provide questions for use in surveys.

Activity 4 – Provide Help documentation and assistance with the Web-tools as needed. UNH GRANIT will provide Help documentation, similar to what is available on the NHDES OneStop website, and will provide assistance to users on an as-needed basis. The main landing page for the web-tools will be hosted and maintained by NHDES as part of the Lead in Drinking Water website.

1. See “Lead in Drinking Water in NH Schools and Child Care Facilities” spreadsheet on NHDES’ Lead in Drinking Water website: <https://www.des.nh.gov/water/drinking-water/lead-drinking-water>. Data are maintained in NHDES’ Environmental Monitoring Database (EMD) and queried and provided in this spreadsheet.
2. <https://www.nh.gov/covid19/dashboard/schools.htm#dash> and <https://wisdom.dhhs.nh.gov/wisdom/#main>
3. <https://leadresults.vermont.gov/>
4. See mapping tool at <http://deq.mt.gov/Water/DrinkingWater/LeadInSchools>

E. Deliverables Schedule: Milestones: UNH GRANIT will provide the web-tools in two phases. A draft of the ArcGIS Online dashboard will be provided to NHDES within two months of Governor and Council approval of this project and NDHES’ provision of data from the State Lead in Drinking Water Database. A draft of the mapping and reporting web-tool to be created with Geocortex Web technologies will be provided two months following submittal of the ArcGIS Online dashboard. Final versions of the web-tools will be provided within six months, with the remainder of the contract period available for improvements to and maintenance of the web-tools.

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 and end date.

Budget Items	State Funding
1. Salaries & Wages	\$20,705
2. Fringe Benefits	\$7,786
3. Travel	\$0
4. Supplies and Services	\$0
5. Other (IT support)	\$3,800
6. Facilities and Admin	\$11,947
Total	\$44,238

G. Other: Funding Credit and ADA Compliance: All final work products and outreach materials shall include the USEPA and NHDES logos and shall state that "This project was funded by USEPA’s Water Infrastructure Improvements for the Nation (WIIN) Act, Lead Testing in School and Child Care Program Drinking Water Grant." 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 (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.**