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Ms  
Sam

May 17, 2023

His Excellency, Governor Christopher T. Sununu  
and the Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Business and Economic Affairs (BEA) to enter into a Memorandum of Agreement with the NH Department of Natural and Cultural Resources (DNCR) (Vendor #177887), Concord, NH, the NH Department of Transportation (DOT) (Vendor #177927), Concord, NH, the NH Fish and Game Department (F&G) (Vendor #177911), Concord, NH, and the NH Department of Environmental Services (DES) (Vendor #177894), Concord, NH, to provide \$72,800.00 for the purposes of maintaining and improving the existing GRANIT web site, archiving and distributing agency data through the GRANIT database and providing technical support services for the development of GIS data and applications, effective upon Governor and Executive Council approval from July 1, 2023 through June 30, 2025.

Funding is anticipated to be available in the accounts listed below for Fiscal Years 2024 and 2025 contingent upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

	<u>FY 2024</u>	<u>FY 2025</u>
<u>DNCR - Management and Protection Fund</u>		
03-35-35-351010-3505-049-584922 Transfers to Other State Agency 100%O	\$5,000.00	\$5,000.00
<u>DOT – SPR Planning Funds</u>		
04-96-96-962515-2944-046-500465 Consultants 100%F	\$15,000.00	\$15,000.00
<u>F&amp;G – Non-Game Species Management</u>		
03-75-75-751520-2125-049-584922 Transfer to Other State Agency 65%F, 35%O	\$1,000.00	\$1,000.00
<u>F&amp;G – Wildlife Habitat Conservation</u>		
03-75-75-751520-2155-049-584922 Transfer to Other State Agency 75%F, 25%O	\$2,000.00	\$2,000.00
<u>F&amp;G – Game Management</u>		
03-75-75-751520-2158-049-584922 Transfer to Other State Agency 75%F, 25%O	\$2,000.00	\$2,000.00
<u>DES – Publications Revolving Funds</u>		
03-44-44-440010-1009-102-500731 Contracts for Program Services 100%O	\$11,900.00	\$10,900.00
<b>TOTAL</b>	<b>\$36,900.00</b>	<b>\$35,900.00</b>

2. Contingent upon the approval of Requested Action #1, authorize the Department of Business and Economic Affairs (BEA) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Earth Systems Research Center (ESRC), (VC#177867), Durham, New Hampshire, in the amount of \$212,800.00 to continue implementation of GRANIT, the state's computerized geographic information system, effective upon Governor and Executive Council approval from July 1, 2023 through June 30, 2025.  
65% General Funds; 17% Federal; 18% Other Funds.

Funding is anticipated to be available in account OSI Division of Planning for Fiscal Years 2024 and 2025 contingent upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

	<u>FY 2024</u>	<u>FY 2025</u>
03-22-22-221510-2198		
102-500731 Contracts for Program Services	\$106,900.00	\$105,900.00

#### EXPLANATION

This Agreement is **SOLE SOURCE** due to the University of New Hampshire Earth Systems Research Center's (ESRC) long-standing partnership with BEA's Office of Planning and Development (OPD). As the only multi-jurisdictional geospatial data repository in the state, ESRC maintains computer resources and data capability sufficient to manage the state's geographic information program. Further, ESRC serves as the state's designated link to the National Spatial Data Infrastructure/Federal Geographic Data Committee's international network of geographic information system (GIS) data repositories.

Initiated in the 1980's as a collaborative effort between the University of New Hampshire and the State, the GRANIT system creates, maintains, and makes available a digital geographic database to state, federal, regional, and local decision-makers and the public. GRANIT's data includes transportation data and high-resolution imagery from NH DOT, surficial geology and aquifer data from NH DES, floodplain data from OPD, wildlife sightings data from F&G, and Natural Heritage Bureau data from DNCR.

As a result, BEA wishes to enter into a Memorandum of Agreement with the Dept. of Natural and Cultural Resources, the Dept. of Transportation, Fish and Game, and the Dept. of Environmental Services for the purpose of maintaining and improving the existing GRANIT website, archiving and distributing agency data in support of the activities of these agencies. This funding will provide OPD with a total of \$72,800.00 to support the database and technical support for GRANIT at ESRC.

The Agreement provides financial assistance to ESRC for FY 2024 and FY 2025 to continue the management of the GRANIT database, and to provide assistance to BEA and other state agencies in applications of GIS.

This Agreement will support continued maintenance of GRANIT services to state agencies and the public, including general maintenance of the state database, technical support for the development of GIS data and applications, maintenance of existing web sites hosted by GRANIT, quality assurance of the data layers automated at other installations, and technical assistance to the above state agencies. ESRC will also carry out GRANIT database development, archiving, distribution and visualization functions, including providing multiple

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

May 17, 2023  
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data access mechanisms to participating agencies and other public and private sector users.

The Attorney General's Office has approved this contract agreement as to form, substance, and execution.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "T. Caswell", with a stylized flourish at the end.

Taylor Caswell  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doiit](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

May 26, 2023

Taylor Caswell, Commissioner  
Department of Business and Economic Affairs  
State of New Hampshire  
100 Main Street, Suite 100  
Concord, NH 03301

Dear Commissioner Caswell:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a CPA with University of New Hampshire, Earth Systems Research Center (ESRC), as described below and referenced as DoIT No. 2024-005.

The purpose of this request is to continue implementation of GRANIT, the state's computerized geographic information system.

The Total Price Limitation will be \$212,800, effective upon Governor and Council approval from July 1, 2023 through June 30, 2025.

A copy of this letter must accompany the Department of Business and Economic Affairs' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd  
DoIT #2024-005

cc: Nicole Warren, IT Manager

**MEMORANDUM OF AGREEMENT  
BETWEEN  
NH DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS,  
NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
NH DEPARTMENT OF TRANSPORTATION  
NH FISH AND GAME DEPARTMENT  
and  
NH DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Subject:** NH GRANIT Services to NH Department of Natural and Cultural Resources (DNCR), NH Department of Transportation (DOT), NH Department of Fish and Game (F&G) and NH Department of Environmental Services (DES).

This Agreement sets forth: 1) additional responsibilities of the NH Department of Business and Economic Affairs (BEA), to be included in BEA's ongoing contract with Earth Systems Research Center (ESRC) at the University of New Hampshire; and 2) the specific activities related to the support of the development, maintenance, and application of the GRANIT geographic information system by DNCR, DOT, F&G, and DES.

For the purposes of this Agreement, BEA, DNCR, DOT, F&G, and DES agree to cooperate as follows:

**DNCR, DOT, F&G, and DES agree:**

A. to provide BEA with:

- I. FY2024: \$5,000 each from DNCR and F&G, \$11,900 from DES, and \$15,000 from DOT
- II. FY2025: \$5,000 each from DNCR and F&G, \$10,900 from DES, and \$15,000 from DOT

for the purposes of maintenance and support of the GRANIT project at the University of New Hampshire and the provision of mapping and training services by GRANIT staff;

- B. to assign responsible staff to participate in the project and to oversee the elements in the Work Program;
- C. to meet with BEA, as needed, to coordinate work activities; and
- D. to the termination of this Agreement by BEA, DNCR, DOT, F&G, or DES for good cause, on 15 days' notice.

**The Department of Business and Economic Affairs agrees:**

- A. to enter into an Agreement with the University of New Hampshire which reflects the work tasks identified in this Agreement;

- B. to assign an BEA staff person to serve as a liaison with DNCR, DOT, F&G, and DES;
- C. to meet with DNCR, DOT, F&G, and DES as needed, to coordinate work activities; and
- D. to the termination of this Agreement by DNCR, DOT, F&G, or DES for good cause, on 15 days' notice.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

  
\_\_\_\_\_  
Taylor Caswell, Commissioner  
NH Department of Business and Economic Affairs

5/18/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
William Cass, Commissioner  
NH Department of Transportation

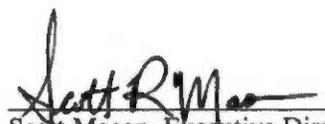
4/24/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sarah Stewart, Commissioner  
NH Department of Natural and Cultural Resources

5/1/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert Scott, Commissioner  
NH Department of Environmental Services

4/20/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Scott Mason, Executive Director  
NH Fish and Game Department

4/24/23  
\_\_\_\_\_  
Date

OFFICE OF THE ATTORNEY GENERAL

By:   
Assistant Attorney General

Date: June 12, 2023

I hereby certify that the foregoing agreement was approved by the Governor and Council of the State of New Hampshire at their meeting on \_\_\_\_\_, \_\_\_\_\_.

OFFICE OF THE SECRETARY OF STATE

By: \_\_\_\_\_

Title: \_\_\_\_\_

## WORK PROGRAM

- I. TITLE: NH GRANIT - Geographic Information System (GIS)
- II. STUDY AREA: State of New Hampshire
- III. OBJECTIVES: To support the development, maintenance, and dissemination of the GRANIT database.
- IV. WORK TASKS: Acting through the Department of Business and Economic Affairs (BEA), Earth Systems Research Center will provide overall system management and support services to the designated state agencies of DNCR, DOT, F&G, and DES, including:
  - A. GRANIT Data Base Development
    - 1) Updates to the Conservation/Public Lands layer.
    - 2) Updates to the Roads Inventory layer and other DOT transportation layers.
    - 3) Updates to the DES layers.
  - B. GRANIT Applications and Coordination Activities
    - 1) Technical support for the development of GIS data and applications.
    - 2) Active participation in the NH GIS Committee and NH GIS Technical Advisory Committee and its working group.
  - C. GRANIT System Management and Support Services
    - 1) Maintenance of existing web sites hosted by GRANIT and building and hosting web mapping services on the GRANIT website.
    - 2) Technical assistance to the above designated state agencies.
- V. PROJECT COSTS: The total amount of this Agreement is \$212,800:
  - A. FY2024: \$5,000 each from DNCR and F&G, \$11,900 from DES, \$15,000 from DOT, and \$70,000 from BEA.
  - B. FY2025: \$5,000 each from DNCR and F&G, \$10,900 from DES, \$15,000 from DOT, and \$70,000 from BEA.
- VI. DURATION: The project duration extends from July 1, 2023, upon Governor and Council approval, through June 30, 2025.

**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, Department of Business and Economic Affairs**  
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 Business and Economic Affairs**, (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 **6/30/25**. 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: FY24 and FY25 NH GRANIT- Geographic Information System (GIS) 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: Jennifer Gilbert  
Address: NH Dept. of Business and Economic Affairs  
 100 N. Main Street, Suite 100  
 Concord NH 03301

Phone: 603-271-1762

**Campus Project Administrator**

Name: Jeff Burgess  
Address: University of New Hampshire  
 Sponsored Programs Administration  
 51 College Rd., 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: Jennifer Gilbert  
Address: NH Dept. of Business and Economic Affairs  
 100 N. Main Street, Suite 100  
 Concord, NH 03301

**Campus Project Director**

Name: David Justice  
Address: UNH Earth Systems Research Center  
 Morse Hall  
 39 College Road  
 Durham, NH 03824

F. Total State funds in the amount of \$212,800 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. 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, Office of Strategic Initiatives 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 11:13:02 -0400

By An Authorized Official of:  
Department of Business and Economic  
Affairs

Name: Taylor Caswell

Title: Commissioner

Signature and Date:



5/18/203

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

Name: Mark W. Dell'Orfano

Title: Attorney

Signature and Date:



06/12/2023

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

Name:

Title:

Signature and Date:

## EXHIBIT A

- A. **Project Title:** FY 24 and FY 25 NH GRANIT - Geographic Information Systems (GIS) Project
- B. **Project Period:** July 1, 2023 - June 30, 2025
- C. **Objectives:** To support the development, maintenance, and dissemination of the GRANIT database.
- D. **Scope of Work:**

### FY 24 Scope of Work

#### I GRANIT Data Base Development

- 1) Conservation/Public Lands: Campus Project Director will continue to collaborate with the Office of Planning and Development (OPD) State Project Director to ensure that routine updates to the Conservation Lands data layer are conducted. Tasks include identifying newly protected tracts of land, coordinating with the entities/organizations managing the lands to identify appropriate source maps and documents describing the tracts, and mapping/ automating the tracts for incorporation in the statewide data layer. Updates to the layer will be posted on a regular basis, at least annually, to the GRANIT web site for retrieval by other state agencies, regional planning agencies, and the general public. Updated data will also be incorporated in GRANITView, the web-based map viewer that is available to the public.
- 2) Roads Inventory and other Department of Transportation (DOT) Transportation Layers: Campus Project Director will enter revised and updated data from the NH DOT into the GRANIT database and into GRANITView as it is made available. This task includes providing technical assistance to NH DOT on maintaining the associated data layer documentation.
- 3) Department of Environmental Services Layers: Campus Project Director will enter revised and updated data from the NH DES into the GRANIT database and into GRANITView as it is made available. This task includes providing technical assistance to NH DES on maintaining the associated data layer documentation

#### II. GRANIT Applications and Coordination Activities

Campus Project Director will provide technical support to OPD and the NH GIS community in developing applications using the GRANIT database.

Campus Project Director will actively participate in the NH GIS Committee (as defined by HB377), the NH GIS Technical Advisory Committee, and the NH GIS Technical Advisory Committee working group through attendance at regularly scheduled meetings and participation in appropriate subcommittees, as assigned.

#### III. GRANIT System Management and Support Services

Campus Project Director will continue to provide overall system management and technical support services for GRANIT. The establishment of multiple GIS installations at the state and regional levels, including the NH DOT, NH DES, NH Fish & Game, NH OPD, NH DNCR, the regional planning commissions, and many municipalities in the state, requires the development and continual refinement of procedural specifications and system documentation.

Campus Project Director will provide support services to NH OPD and to other authorized users of the system, as mutually agreed upon by State Project Director and Campus Project Director. Services will include general maintenance of the state data base, technical assistance for system users, and supervision of the in-house data development program.

Campus Project Director will support and continue to enhance the GRANIT web site at UNH, providing access to the database over the internet for government, public, and private sector use. Particular emphasis will be placed on maintaining GRANITView, the interactive data viewer, and on building and hosting web mapping services on the NH Geodata Portal web site.

With State Project Director approval, and as funding permits, Campus Project Director will acquire computer hardware, software, supplies, and related materials that are necessary for the accomplishment of this work program and the continued development of GRANIT.

**FY 25 Scope of Work**

- I. GRANIT Data Base Development - Same as FY24.
- II. GRANIT Applications and Coordination Activities - Same as FY24.
- III. GRANIT System Management and Support Services - Same as FY24.

**E. Deliverables Schedule:**

All materials, maps, reports, documents and other work products specified in the Project's Scope of Work for preparation and submission by Campus Project Director shall be submitted to State Project Director on or before the due dates, and in the number of copies specified by State Project Director. Quarterly progress reports documenting activities to date will be submitted to State Project Director for review and approval, as well as any draft or final copies of maps, analyses, reports and other evidence of the completion of elements of the Project's 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.

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	\$107,060		\$107,060
2. Employee Fringe Benefits	\$35,544		\$35,544
3. Travel	\$500		500
4. Supplies & Services	\$12,225		\$12,225
5. Equipment	0		0
6. Facilities & Admin	\$57,471		\$57,471
Subtotals	\$212,800		\$212,800
<b>Total Project Costs</b>		<b>\$212,800</b>	

**University System of New Hampshire**  
**Delegation of Signature Authority to the University of New Hampshire**

I, Catherine A. Provencher, Vice Chancellor for Financial Affairs and Treasurer of the University System of New Hampshire (USNH), acting pursuant to Policy BOT III. Administrative Policies B. Delegations of Authority, do hereby delegate to the following officer of the University of New Hampshire (UNH):

Director, Pre-Award, UNH

the authority to execute on behalf of USNH (includes UNH, PSU, KSC, GSC, System Office) all agreements, contracts, and other legal documents related to the provision of research or consulting services, or other sponsored programs with any of the several agencies of the government of the State of New Hampshire provided that such authority shall be exercised in compliance with all applicable USNH policies, including those related to conflict of interest, insurance, additional pay, and competitive bidding.

The named officer may not re-delegate this authority.

I certify that Karen Jensen has been appointed to and now occupies the office of the Director, Pre-Award, UNH, and that her signature below is a true and accurate representation of this official signature as executed for the purposes described herein.

*Karen Jensen*

6/2/2021

Karen Jensen  
Director, Pre-Award, UNH

This delegation shall take effect immediately and shall remain in effect until revoked.



Date: May 21, 2021

Catherine A. Provencher  
Chief Administrative Officer and Vice Chancellor for Financial Affairs & Treasurer  
University System of New Hampshire

Copy: USNH Procurement  
USNH Director, Controller and Financial Operations Center  
USNH General Counsel  
KSC: Ken Cody and Michele Stone  
PSU: Tracy Claybaugh and Laurie Wilcox  
GSC: Sam Fucile  
UNH: Jean Richard