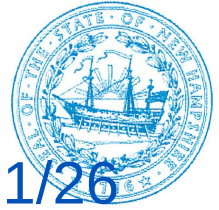




The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner 72 - 10/21/26

August 27, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** agreement with the U.S. Geological Survey (USGS), Reston, VA (VC# 175772-B001), in the amount of \$83,436.04 to produce elevation derived hydrography in 10 watersheds in southern and central New Hampshire effective upon Governor and Council approval through May 1, 2030. 100% Water Resources Funds.

Funding is available in the account, as follows:

	<u>FY27</u>
03-44-44-442010-3855-102-500731	\$83,436.04
Department of Environmental Services, Wetlands Fees, Contracts for Program Services	

EXPLANATION

This agreement is **SOLE SOURCE** because USGS is the primary national provider of hydrography dataset development. The hydrography dataset represents the geographic information system based representation of the state's rivers and streams. NHDES uses surface water hydrography information to support flood modeling and risk analysis, drinking water protection, surface water permitting, containment and spill prevention, and management of New Hampshire's stream crossing assessment dataset. NHDOT uses the information to support risk mitigation to the state's transportation infrastructure including flood forecast modeling, and management of its culvert infrastructure. Non-state agencies including local governments, engineering firms, researchers and private businesses use hydrography to support watershed and stormwater management and water resources analysis. In recent years, in partnership with the USGS and NRCS, NHDES has collected high resolution topographic lidar for the state, which shows to sub-meter accuracy where streams and rivers are actually located on the landscape. The existing datasets representing the state's hydrography are based on pre-1990s USGS topographic maps and are not aligned with where lidar shows the actual existence of streams. Precision in the location of these features is critical in the digital era for management of the uses identified above. NHDES has been contacted in recent years by regional planning commissions desiring this updated information and inquiring when it will be completed for New Hampshire. USGS is unambiguously qualified to accomplish this project to ensure a level of quality that meets national standards.

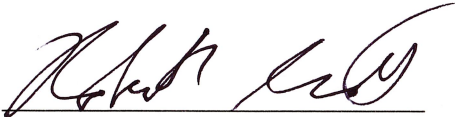
This agreement will cover the development of hydrography for 10 watersheds in southern and central New Hampshire during the next four years. This will allow for hydrography development using the latest lidar dataset available for New Hampshire that is currently being collected and processed by USGS and NRCS in 2026. Future agreements with USGS in

Her Excellency, Governor Kelly A. Ayotte
and The Honorable Council
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future years as resources permit will allow more of the state to have hydrography updated. NRCS is contributing \$139,083 to this project.

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

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner



United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

U.S. Geological Survey
1400 Independence Road
Rolla, MO 65401

U.S. Geological Survey
PO Box 25046 MS 510
Denver, CO 80225

Customer #:

Agreement #:

TIN#: 02-6000618

Fixed Cost: No

Joint Funding Agreement

For

2026 3DHP Hydrography for New Hampshire Interior Watersheds

This agreement is entered into as of the 27th day of August, 2026 by the
U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF INTERIOR party of the first part, and
New Hampshire Department of Environmental Services
, party of the second part.

- 1) The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation

a project to produce elevation derived hydrography in 10 watersheds in the southern portion of New Hampshire,

herein called the program, see attached statement of work. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

- 2) The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of: \$ 0.00

- a) by the party of the first part during the period

Amount	Date		Date
<u>\$ 0.00</u>	<u>Date of Last Signature</u>	To	<u>05/01/2030</u>

- b) by the party of the second part during the period

Amount	Date		Date
<u>\$ 83,436.04</u>	<u>Date of Last Signature</u>	To	<u>05/01/2030</u>

- c) Additional information on other potential partners contributing to this program through separate agreements with USGS (participants and funding amounts are projected and are subject to change):

Participant	Amount
NRCS	\$ 139,083.36
Estimated Total of Separate Agreements:	\$ 139,083.36

- d) All contributions are subject to the 6% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
- e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data](#) and [Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release](#).
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices on a quarterly basis, based on actual expenses, independent of product delivery.

Payments of bills are due within 60 days of the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)".

- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If the objectives of this program require airborne acquisition or field work and that data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If the objectives of this program require airborne acquisition or field work and that data is to be collected over military properties, then DoD clearance may be required. The USGS GPSC contractor is responsible for obtaining all required DoD clearances and notifying the USGS Contracting Officer's Representative and USGS Technical Point-of-Contact of any restrictions. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to those areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from remotely sensed data acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. USGS may use the restricted data internally and/or provide a copy of the restricted data to federal agencies for their internal use. All non-federal entities must receive written permission from the Tribe to receive a copy of the restricted data regardless of their status as a funding partner. Entities who receive a copy may not further distribute the restricted Tribal data.

If USGS receives a FOIA request for the data, we will work with the Tribe to protect the data from release under the FOIA to the best of our ability under the law. However, after our FOIA Office reviews any such request and after appropriate coordination with the Tribe and consultations and discussions with the Office of the Solicitor, Division of Indian Affairs and Division of General Law, it may be determined that USGS has no legal basis to protect the information. Also, in the event that USGS were to deny such a FOIA request, USGS's decision could be overturned on appeal by the Department of the Interior's FOIA Appeals Office or by a federal court.
- 15) Regarding any agreements that are associated with, or become associated with Data Collaboration Announcement (DCA) proposals for 3DEP and 3DHP projects prior to DCA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the DCA selection process.

U.S. Geological Survey United States
Department of the Interior

New Hampshire Department of
Environmental Services

USGS Point of Contact

Name:	Adam Benthem
Address:	331 Commerce way, Pembroke, NH 03275
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Partner Point of Contact

Name:	Shane Csiki
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Email:	shane.csiki@des.nh.gov

USGS Billing Contact

Name:	Janet Anselm
Address:	1400 Independence Road Rolla, MO 65401
Telephone:	(573) 308-3814
Email:	janselm@usgs.gov

Partner Financial Contact

Name:	Shane Csiki
Address:	29 Hazen Drive Concord, NH 03302
Telephone:	(603) 271-1975
Email:	shane.csiki@des.nh.gov

Signatures and Date

Signature: **KIMBERLY MANTEY** Digitally signed by
KIMBERLY MANTEY
Date: 2026.06.16
15:34:59 -06'00'

Date: _____

Name: Kim Mantey

Title: Director, USGS-NGTOC

Signature: 

Date: 8/27/26

Name: Robert R. Scott

Title: Commissioner, NH DES

Joint Funding Agreement
Signature Addendum

New Hampshire Office of the Attorney General

Signature: Keely Lovato-Latham

Date: 8/28/2026

Name: Keely Lovato-Latham

Title: Assistant Attorney General