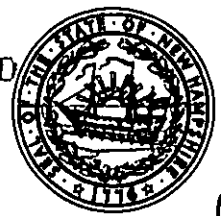




The State of New Hampshire DEC02'20 AM 10:50 RCVD
Department of Environmental Services



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Robert R. Scott, Commissioner

November 23, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to accept and expend \$3,874 in federal funds from the US Geological Survey (USGS) National Geological and Geophysical Data Preservation Program (NGGDPP) and US Department of Agriculture, Forest Service (USDA-FS) to support critical activities to preserve at-risk legacy geologic information resources, effective upon Governor & Council approval through June 30, 2021. 100% Federal Funds. Funding to be budgeted as follows:

Data Preservation Grant
 03-44-44-440010-91140000
 FY 2021

Class	Budget Category	Current Budget	Requested Action	Revised Budget
Income				
000-406865	Federal Funds	(\$20,553)	(\$3,874)	(\$24,427)
Expenditures				
020-500200	Current Expense	\$250	\$0	\$250
024-500227	Maint. Other than Bldg/ Grds	\$150	\$0	\$150
040-500800	Indirect Costs	\$1,071	\$0	\$1,071
041-500801	Audit Fund Set Aside	\$21	\$0	\$21
050-500109	Personal Service Temp	\$16,211	\$0	\$16,211
060-500601	Benefits	\$1,240	\$0	\$1,240
066-500554	Employee Training	\$150	\$0	\$150
070-500705	In-State Travel	\$500	\$0	\$500
080-500710	Out-of-State Travel	\$960	\$0	\$960
102-500731	Contract for Program Service	\$0	\$3,874	\$3,874
	TOTAL	\$20,553	\$3,874	\$24,427

EXPLANATION

Funding for efforts to preserve at-risk geologic data and materials is currently being provided by two active grants from USGS and USDA-FS. New Hampshire has a rich legacy of geologic mapping by numerous accomplished geologists over many decades. Unfortunately, many of the original materials associated with those expert investigations are at risk of being irrevocably lost as the individuals involved in their collection reach the end of their careers or lifetimes. Opportunities to preserve these archives for future generations of students and professional geologists are often unpredictable and highly time sensitive. The NH Geological Survey (NHGS), a unit within the NH Department of Environmental Services, participates in the cooperative USGS NGGDPP in order take advantage of preservation opportunities as they arise.

The purpose of this request is to accept and expend funds to allow NHDES to contract for specialized services that support current preservation objectives as specified by a work plan approved by the funding entities. The need for these services was not anticipated at the time the state budget for the program was created.

NHDES is requesting authorization to accept and expend grant funds and to budget these funds. The following class of expenditure is to be added:

Class 102 Contract for Program Service – To contract professional services to achieve specific preservation objectives.

In the event that federal funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval.



Robert R. Scott, Commissioner

**Geologic Data Preservation
FY21
01-44-44-440010-91140000**

Total Federal Awards	\$	31,205
Less Expenditures thru 6/30/20		<u>6,778</u>
Remaining Authorization to Budget		24,427
Less Current FY21 Budget Authorization	\$	<u>20,553</u>
Total Available for Budgeting		3,874
REQUESTED ACTION	\$	<u>3,874</u>
Available to Budget at a later date		0

Grant Award Number	<u>Award Amount</u>	<u>Expenses to 6/30/20</u>	<u>Balance</u>
17-CS-11092200-13	19,671	6,778	12,893
G20AP00082	11,534	-	11,534
TOTAL	<u>\$ 31,205</u>	<u>6,778</u>	<u>\$ 24,427</u>

Grant and Cooperative Agreement

CHOOSE ONE:

- COOPERATIVE AGREEMENT
 GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER G20AP00082		2. SUPPLEMENT NUMBER		3. EFFECTIVE DATE 08/01/2020		4. COMPLETION DATE 07/31/2021	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) ENVIRONMENTAL SERVICES, NEW HAMPSHIRE DEPARTMENT OF Attn: Susan Carlson 29 HAZEN DR CONCORD NH 03301-6510				6. ISSUED BY USGS NATIONAL GRANTS BRANCH Mailing Address: 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192			
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Frederick Chormann, Jr., 603-271-1975 Frederick.Chormann@des.nh.gov			
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 3VYW0							
10. RESEARCH, PROJECT OR PROGRAM TITLE See Schedule							
11. PURPOSE New Award							
12. PERIOD OF PERFORMANCE (Approximately) 08/01/2020 through 07/31/2021							
13A. AWARD HISTORY		13B. FUNDING HISTORY					
PREVIOUS	\$0.00	PREVIOUS	\$0.00				
THIS ACTION	\$11,534.48	THIS ACTION	\$11,534.48				
CASH SHARE	\$0.00	TOTAL	\$11,534.48				
NON-CASH SHARE	\$0.00						
RECIPIENT SHARE	\$11,547.03						
TOTAL	\$11,534.48						
14. ACCOUNTING AND APPROPRIATION DATA 01							
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS	
0020207210							
15. POINTS OF CONTACT							
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS			
TECHNICAL OFFICER	Lindsay Powers		303-202-4828	lpowers@usgs.gov			
NEGOTIATOR							
ADMINISTRATOR	Margaret Eastman		703-648-7366	mrussell@usgs.gov			
PAYMENTS							
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: The Federal Energy Policy Act of 2005, Sec. 351(g) CFDA: 15.814							
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> PROVISIONS <input checked="" type="checkbox"/> SPECIAL CONDITIONS <input checked="" type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS			
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT			
CONTRACTING/GRANT OFFICER Margaret Eastman		DATE 07/29/2020		AUTHORIZED REPRESENTATIVE		DATE	

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>CFDA Number: 15.814 DUNS Number: 042828025 G20AP00082</p> <p>Issuing Office: U.S. Geological Survey Office of Acquisition and Grants 12201 Sunrise Valley Drive, MS205 Reston, VA 20192 Margaret Eastman, Contracting Officer Phone: (703) 648-7366 Email: mrussell@usgs.gov</p> <p>USGS Program Officer: Lindsay Powers U.S. Geological Survey Core Science Systems W 6th Ave Kipling St 975 Lakewood, CO 80225 Phone: 303-202-4828 Email: lpowers@usgs.gov</p> <p>Principal Investigator: Frederick H. Chormann, Jr. New Hampshire Geological Survey 29 Hazen Drive, PO Box 95 Concord, New Hampshire 03302-0095 Phone: 603-271-1975 Email: Frederick.Chormann@des.nh.gov</p> <p>Budget Year: 8/1/2020 thru 7/31/2021 Total Performance Period: 8/1/2020 thru 7/31/2021</p> <p>10. RESEARCH, PROJECT OR PROGRAM TITLE: "New Hampshire Geological Survey National Geological and Geophysical Data Preservation Continued ...</p>				

FS Agreement No. 17-CS-11092200-013
Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between The
NEW HAMPSHIRE GEOLOGICAL SURVEY
And The
USDA, FOREST SERVICE
WHITE MOUNTAIN NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the New Hampshire Geological Survey, hereinafter referred to as "NHGS," and the USDA-Forest Service, White Mountain National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Department of Interior and Related Agencies Appropriations Act of 1992, Pub. L. 102-154.

Background: The purpose of this agreement is to help fund the work of the NHGS as data stewards for the National Hydrography Dataset (NHD) on lands within New Hampshire that are part of the White Mountain National Forest. The NHD is the standard geospatial dataset of water features and serves as the water inventory for the White Mountain National Forest.

Title: National Hydrography Dataset Stewardship

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to be data stewards for the National Hydrography Dataset in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

NHGS is tasked as being the NHD data steward for the State of New Hampshire. NHGS is currently unfunded to perform NHD data steward activities on the White Mountain National Forest, and providing funding to NHGS will benefit the U.S. Forest Service by having updates to the NHD done on an annual basis based on the edits the U.S. Forest Service would provide to NHGS. The NHD needs a lot of improvements, and this agreement will improve our levels of collaboration and ultimately improve the NHD.

In Consideration of the above premises, the parties agree as follows:

III. New Hampshire Geological Survey SHALL:

A: LEGAL AUTHORITY. NHGS shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper



planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, Ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. NHGS may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Provide data stewardship services related to the NHD on White Mountain National Forest lands in New Hampshire. These services include improving the positional accuracy of flowlines, adding inventoried flowlines that are not currently in the NHD, editing the flow status of flowlines based on input from the White Mountain National Forest, and related tasks.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse NHGS for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$19,670.61 as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of NHGS's annual invoice. Each invoice from NHGS must display the total project costs for the billing period, separated by U.S. Forest Service and NHGS share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display NHGS's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. NHGS name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and NHGS share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of Forest Service payments to date.



- 8. Statement that the invoice is a request for payment by "reimbursement."
- 9. If using SF-270, a signature is required.
- 10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
 Albuquerque Service Center
 Payments – Grants & Agreements
 101B Sun Ave NE
 Albuquerque, NM 87109

- B. Provide NHGS with information, data, and input regarding needed edits to the NHD, and cooperate in the development of new techniques to efficiently perform the work of NHD data stewardship.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Rick Chormann Address: 29 Hazen Dr City, State, Zip: Concord, NH 03302-0095 Telephone: 603-271-1975 FAX: 603-271-3305 Email: Frederick.Chormann@des.nh.gov	Name: Michael Bradley Address: 29 Hazen Dr PO Box 95 City, State, Zip: Concord, NH 03302-0095 Telephone: 603-271-2413 FAX: 603-271-2867 Email: michael.bradley@des.nh.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact



Name: Landon Gryczkowski Address: 71 White Mountain Dr City, State, Zip: Campton, NH 03223 Telephone: 603-536-6227 FAX: Email: LandonGryczkowski@fs.fed.us	Name: Jeffrey Gaede Address: 1369 SW. 178th Place City, State, Zip: Beaverton, OR 97006 Telephone: 503-747-5401 FAX: Email: jgaede@fs.fed.us
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- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement NHGS acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If NHGS fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds NHGS has expended in violation of sections 433 and 434.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NHGS are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
- To NHGS, at the address shown in the agreement or such other address designated within the agreement.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or NHGS from participating in similar activities with other public or private agencies, organizations, and individuals.



- E. ENDORSEMENT. Any of NHGS's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of NHGS's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NHGS to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service White Mountain National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service White Mountain National Forest will notify the NHGS when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. NHGS agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as NHGS hereby willingly agree(s) to assume these responsibilities.
- Further, NHGS shall provide any necessary training to NHGS's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. NHGS shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program



Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- J. **ELIGIBLE WORKERS.** NHGS shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). NHGS shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** NHGS shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- L. **STANDARDS FOR FINANCIAL MANAGEMENT.**
- 1. Financial Reporting**
- NHGS shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
- 2. Accounting Records**
- NHGS shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.
- 3. Internal Control**
- NHGS shall maintain effective control over and accountability for all U.S. Forest Service funds. NHGS shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.
- 4. Source Documentation**



NHGS shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.

- M. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$19,670.61 are currently available for performance of this agreement through May 19, 2022. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until NHGS receives notice of availability confirmed in a written modification by the Forest Service.

N. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.

2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.

3. For a rate greater than 25 percent, the Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

O. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. NHGS shall apply the standards set forth in this Provision to account for program income earned under the agreement.



2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the Signatory Official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which NHGS did not anticipate at the time of the award must be used to reduce the Federal agency and NHGS's contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, NHGS shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.

4. Costs incident to the generation of program income may be deducted from gross income to determine program income; provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.

5. Unless the terms and conditions of the agreement provide otherwise, NHGS shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

P. OVERPAYMENT. Any funds paid to NHGS in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by NHGS to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to NHGS.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.



- Q. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to NHGS must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by NHGS.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- R. PROGRAM PERFORMANCE REPORTS The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

NHGS shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with NHGS's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- S. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. NHGS shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. NHGS shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.



Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- T. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. FUNDING. Federal funding under this agreement is not available for reimbursement of NHGS's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- W. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles NHGS to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- X. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following NHGS's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). NHGS must maintain cost and price analysis documentation for potential U.S. Forest Service review. NHGS is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- Y. GOVERNMENT-FURNISHED PROPERTY. NHGS may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. NHGS shall not modify, cannibalize, or make alterations to U.S. Forest



Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, NHGS shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or NHGS is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of NHGS's managerial personnel. NHGS's managerial personnel, in this clause, means NHGS's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of NHGS's business; all or substantially all of NHGS's operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. NHGS shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. NHGS shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
 3. NHGS shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants Management Specialist, NHGS shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- Z. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.



AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NHGS shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

BB. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS.

Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

CC. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NHGS shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

DD. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NHGS materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

- I. Temporarily withhold cash payments pending correction of the deficiency by NHGS or more severe enforcement action by the U.S. Forest Service;



2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for NHGS's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

EE. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and NHGS agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by NHGS to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, NHGS shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to NHGS for the United States Federal share of the non-cancelable obligations properly incurred by NHGS up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

FF. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

GG. DEBARMENT AND SUSPENSION. NHGS shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should NHGS or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.



- HH. COPYRIGHTING. NHGS is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by NHGS under this agreement.
- Any right of copyright to which NHGS purchase(s) ownership with any Federal contributions.

- II. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated



Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
and

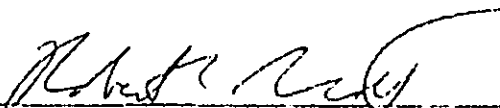
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

JJ. PUBLICATION SALE. NHGS may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

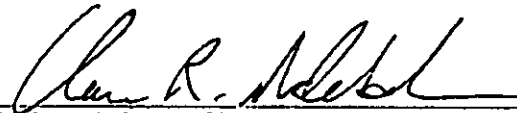
KK. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

LL. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 19, 2022 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

MM. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



ROBERT R. SCOTT, Commissioner, New Hampshire Department of Environmental Services
6/30/17
Date



THOMAS G. WAGNER, Forest Supervisor
U.S. Forest Service, White Mountain National Forest
7/5/17
Date

The authority and format of this agreement have been reviewed and approved for signature.



USDA, Forest Service

OMB 0596-0217
FS-1500-10

Jeffrey S. Gaede
JEFFREY S. GAEDE

06/28/2017

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: **Note: All columns may not be used. Use depends on source and type of contribution(s).**

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs:					
Salaries/Labor	\$0.00	\$18,541.44	\$18,541.44	\$0.00	\$37,082.88
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$0.00	\$18,541.44	\$18,541.44	\$0.00	\$37,082.88
Coop Indirect Costs		\$1,129.17	\$1,129.17		\$2,258.35
FS Overhead Costs	\$0.00				\$0.00
Total	\$0.00	\$19,670.61	\$19,670.61	\$0.00	\$39,341.23
Total Project Value:					\$39,341.23

Matching Costs Determination	
Total Forest Service Share = (a+h) + (e) = (f)	(f) 50.00%
Total Cooperator Share (c+d) + (c) = (g)	(g) 50.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract' on a line below the figures.

Salaries/Labor			
Standard Calculation			
Job Description	Cost/Day	# of Days	Total
Hydrogeologist	\$772.56	24.00	\$18,541.44
			\$0.00
Total Salaries/Labor			\$18,541.44
Subtotal Direct Costs			\$18,541.44

Cooperator Indirect Costs			
Current Overhead Rate	Subtotal Direct Costs		Total
6.09%	\$18,541.44		\$1,129.17
Total Coop. Indirect Costs			\$1,129.17

TOTAL COST	\$19,670.61
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Hydrogeologist	\$772.56	24.00		\$18,541.44
				\$0.00
Total Salaries/Labor				\$18,541.44

Subtotal Direct Costs \$18,541.44

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
6.09%	\$18,541.44		\$1,129.17
Total Coop. Indirect Costs			\$1,129.17

TOTAL COST \$19,670.61

**New Hampshire Geological Survey
Agreement 17-CS-11092200-013
Statement of Work**

The New Hampshire Geological Survey (NHGS) is tasked as being the National Hydrography Dataset (NHD) data steward for the State of New Hampshire. NHGS is currently unfunded to perform NHD data steward activities on the White Mountain National Forest, and providing funding to NHGS will benefit the U.S. Forest Service by having updates to the NHD done on an annual basis based on the edits the U.S. Forest Service would provide to NHGS. The NHD is the Nation's standard geospatial dataset of water features and serves as the water inventory for the White Mountain National Forest. The NHD needs a lot of improvements, and this agreement will improve our levels of collaboration and ultimately improve the NHD.

The NHGS will provide data stewardship services related to the NHD on White Mountain National Forest lands in New Hampshire. These services include improving the positional accuracy of flowlines, adding inventoried flowlines that are not currently in the NHD, editing the flow status of flowlines based on input from the White Mountain National Forest, and related tasks. The White Mountain National Forest will provide the NHGS with information, data, and input regarding needed edits to the NHD, and cooperate in the development of new techniques to efficiently perform the work of NHD data stewardship. The NHGS will apply the data provided by the White Mountain National Forest to permanently update the NHD. Where information is lacking, this agreement will also allow for the NHGS to develop new tools and/or models to predict features and flowlines on the ground.