



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

February 14, 2013

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services to award a **SOLE SOURCE** grant to the University of New Hampshire, Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$2,000.00 to acquire Light Detection and Ranging (LiDAR) data for Star, White and Lunging Islands at the Isles of Shoals, effective upon Governor and Council approval through December 31, 2014. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY14</u>
03-44-44-442010-3642-072-500573	\$2,000.00
Dept. Environmental Services, Coastal Zone Management, Grants-Federal	

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire (UNH) Earth Systems Research Center (ESRC) is the only multi-jurisdictional, multi-sector geospatial data repository in New Hampshire. Further, ESRC serves as the state's designated link to the National Spatial Data Infrastructure/Federal Geographic Data Committee's international network of GIS data repositories. ESRC maintains the New Hampshire Geographically Referenced Analysis and Information Transfer System (NH GRANIT) database.

Lack of LiDAR coverage for the New Hampshire portion of the Isles of Shoals represents a critical gap in the availability of high-resolution elevation data for the coastal zone. Because of their exposed offshore location, these islands are especially vulnerable to the impacts of projected coastal flooding and tidally influenced storm surges associated with hurricanes and extreme ocean storms. Accurate elevation data is needed to support hazard assessments and planning. The opportunity exists to fill this data gap by taking advantage of a current LiDAR data acquisition project in proximal areas of Maine, greatly reducing associated costs because aircraft and sensors are already being mobilized. A much lower per unit cost can be realized due to the economy of

scale of the larger project. By comparison, a dedicated mission to collect the missing data would most likely be cost prohibitive because of the small target area.

ESRC will use these grant funds to acquire LiDAR data for the New Hampshire portion of the Isles of Shoals. Total project costs are \$2,000. A budget breakdown is provided in Attachment A.

In the event that Federal funds become no longer available, General funds will not be requested to support the project.

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

We respectfully request your approval.


Thomas S. Burack, Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Environmental Services**
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **12/31/14**. 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: Isles of Shoals LiDAR Data Collection

- 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: David Murphy
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: 559-0021

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
Sponsored Programs Administration
Service Building/51 College Road
Durham, NH 03824
 Phone: 862-1942

- 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: Chris Williams
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: 559-0025

Campus Project Director

Name: Fay Rubin
 Address: University of New Hampshire
NH GRANIT
8 College Road
Durham, NH 03824
 Phone: 862-4240

F. Total State funds in the amount of \$2,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share 0 % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. NA12NOS4190085 from **National Oceanic and Atmospheric Administration (NOAA)** under CFDA# **11.419**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

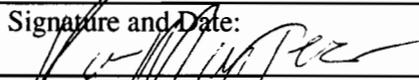
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Environmental Services** have executed this Project Agreement.

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

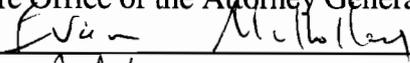
Name: Karen M. Jensen

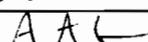
Title: Manager, Sponsored Programs Administration

Signature and Date:

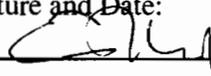
 2/10/14

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

Name: 

Title: 

Signature and Date:

 3-12-14

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

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:

 3/10/14

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** Isles of Shoals LiDAR Data Collection
- B. Project Period:** Date of Governor and Council approval through December 31, 2014
- C. Objectives:** NH GRANIT will hire a contractor to acquire LiDAR data for Star Island, White Island and Lunging Island at the Isles of Shoals
- D. Scope of Work:** The following tasks will be performed by the contractor hired by NH GRANIT

LiDAR data acquisition of Star Island, White Island, and Lunging Island off the coast of New Hampshire. The LiDAR data will be acquired at a 0.7m nominal pulse spacing to meet NEEA QL2 requirements. The provided AOI for the LiDAR data acquisition will be buffered by 100m.

Deliverables will be as follows:

- One file per swath, one swath per file, with file size not to exceed 2GB. Long swaths (those which result in a LAS file larger than 2GB) shall be split into segments. Each segment will thenceforth be regarded as a unique swath. Georeference information will be included in the LAS header.
- Classified LiDAR data (all returns point clouds) in LAS 1.2 format. Georeference information will be included in the LAS header.
- One set of 8-bit gray scale intensity images, clipped to match the reference tiling scheme.
- One set of one (1) meter pixel raster of the Digital Surface Model (DSM) in 32-bit floating point raster, ERDAS .IMG format.
- One set of one (1) meter pixel raster of the Digital Elevation Model (DEM) of the bare-earth surface in 32-bit floating point raster, ERDAS .IMG format. Not to include bridges and overpass structures in the bare earth model.
- Project-level FGDC-compliant metadata record(s).
- Reference tiling scheme shape file with appropriate tile identifiers.
- Data will be provided via FTP download.

E. Deliverables Schedule: Campus Project Director shall make all LiDAR data collected under this Project Agreement available to the State no later than December 31, 2014.

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ -	\$ -	\$ -
2. Fringe Benefits	-	-	-
3. Travel	-	-	-
4. Supplies and Services	1,446	-	1,446
5. Other (IT support)	-	-	-
6. Facilities and Admin.	554	-	554
Subtotals:	\$ 2,000	\$ -	\$ 2,000
Total Project Costs: \$2,000			

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or .

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Salaries & Wages	\$0.00	\$0.00	\$0.00
Employee Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Supplies & Services	\$0.00	\$0.00	\$0.00
Contractual	\$1,446.00	\$0.00	\$1,446.00
Facilities and Administrative Costs	\$554.00	\$0.00	\$554.00
Subtotals	\$2,000.00	\$0.00	\$2,000.00
In-Kind Contribution		\$0.00	\$0.00
Total Project Cost			\$2,000.00