



The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

April 17, 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 enter into a **SOLE SOURCE** agreement with the University of New Hampshire (UNH), Sponsored Programs Administration (VC #~~315~~ **187-B083**), Durham, NH, in the amount of \$20,102 to provide comprehensive estuarine monitoring services, effective upon Governor and Council approval through June 30, 2020. 100% Capital (General) Funds.

Funding is available in the account as follows:

	<u>FY 2020</u>
03-44-44-440030-1275-034-500155	\$20,102
Dept. of Environmental Services, 19-146:1VIF – Comprehensive Monitoring Program	

EXPLANATION

This agreement is **SOLE SOURCE** because UNH is the only entity that provides comprehensive monitoring services for coastal New Hampshire on a partnership basis. UNH provides coastal monitoring and research services that support the efforts of NHDES, NH Fish and Game Department, Great Bay National Estuarine Research Reserve and the Piscataqua Region Estuaries Partnership. These efforts primarily include the collection of data to inform coastal management decisions.

The agreement enables critical monitoring equipment investments to be implemented so that coastal communities around Great Bay can meet regulatory obligations. As a general matter, the rising costs of technology and human resources are jeopardizing essential data collection, analysis, and communication to assess the water quality and ecosystem health of Great Bay. Accordingly, these funds will enable UNH to service and replace existing equipment and to acquire new equipment to conduct remote assessments of estuarine habitats. Specifically, funding will increase the data quality for eelgrass assessments and sustain measurements of water clarity.

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

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

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

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/20**. 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: Estuarine Monitoring Capital Budget Improvements Program SFY 2020

- 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: Steve Couture
Address: NH Dept. Of Env. Services
29 Hazen Drive
PO Box 95
Concord, NH 03301
Phone: 271-8801

Campus Project Administrator

Name: Lisa Scigliano
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 112
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: Steve Couture
Address: NH Dept. Of Env. Services
29 Hazen Drive
PO Box 95
Concord, NH 03301
Phone: 271-8801

Campus Project Director

Name: Rachel Rouillard
Address: University of New Hampshire
Room 302 Nesmith Hall
Durham, NH 03824
Phone: 603-862-3948

F. Total State funds in the amount of \$20,102 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, Department of Environmental Services have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen Jensen
Title: Director, Sponsored Programs Administration
Signature and Date: Karen Jensen 3/18/20

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: Robert R. Scott 4/28/20

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date: Joshua Harrison 4/15/2020

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:** Estuarine Monitoring Capital Budget Improvements Program SFY 2020
- B. Project Period:** Upon G&C Approval - June 30, 2020
- C. Objectives:** Campus will replace aging instrumentation used to measure light attenuation and purchase new drone equipment to allow for more effective use of drones for monitoring of seagrass and seaweed in the Great Bay and Hampton-Seabrook Estuaries.
- D. Scope of Work:** Campus will perform the following tasks to support the PREP Monitoring Plan in SFY 2020:

1. REPLACEMENT OF LIGHT ATTENUATION INSTRUMENTATION.

\$3,610 (including \$50 shipping) will be applied to the purchase of a LI-COR Inc. instrument package to be used for light attenuation determinations in New Hampshire's estuaries. Components of this system include an LI-1500 Light Sensor Logger (\$1,830), an LI-190R-BNC-2 Sensor Cable (\$380), an LI-193SA Spherical Underwater Quantum Sensor (\$810), a 2222UWB-3 Underwater Cable (\$360), and a 2009S Lowering Frame (\$180).

2. PURCHASE OF NEW DRONE EQUIPMENT. \$14,669 will be applied to the costs of two critical components of the drone monitoring system: 1) a Foxtech Nimbus (V2) VTOL Combo (drone plus GPS) with RTK unit + Shipping (\$5,169) and 2) a "Map IR Six" Camera with 1080p resolution Kernel system (\$9,500).

Schedule: Campus shall procure the required instruments, gear and supplies to operationalize the expanded monitoring program by June 30, 2020.

E. Deliverables Schedule: NA

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

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	0	0	0
2. Employee Fringe Benefits	0	0	0
3. Travel	0	0	0
4. Supplies and Services	3,610	0	3,610
5. Equipment	14,669	0	14,669
6. Facilities & Admin Costs	1,823	0	1,823
Total Project Costs:	20,102		20,102

EXHIBIT B

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

Special Federal provisions are listed here: None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.** .