



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



June 29, 2017

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

REQUESTED ACTION

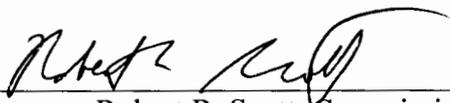
Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a Memorandum of Agreement with the University of New Hampshire, Sponsored Programs Administration (UNH), (VC #177867-B046) Durham, NH in the amount of \$170,000 to support implementation of the Piscataqua Region Estuaries Partnership (PREP) management plan and monitoring plan, effective upon Governor and Council approval through June 30, 2018. 100% Other Funds.

EXPLANATION

The Piscataqua Region Estuaries Partnership (PREP) is an effort involving federal, state, and local government, non-governmental organizations, businesses, and the public to improve the environmental quality of the State's estuaries through implementation of its Management Plan. PREP is part of the National Estuary Program, funded with monies from and approved by EPA. UNH, which received an EPA grant for PREP, is providing funds to the NHDES to conduct activities to assist PREP in implementing specific actions outlined in its Management Plan, Monitoring Plan, and annual work plan. The Period of Performance of the Agreement is upon Governor and Council approval through June 30, 2018.

NHDES will conduct a variety of activities largely focused on eliminating pollution to improve water quality, enhancing the use and productivity of shellfish resources, and monitoring the health of the estuaries. The total projected costs are budgeted at \$170,000. UNH will provide \$20,000 to NHDES through this agreement. These funds will be accounted for in Account 03-44-44-442010-1514. NHDES will contribute up to \$150,000 in matching funds through its funding of DES Wetland Fees program (Account 03-44-44-442010-3855).

This agreement has been approved as to form, substance and execution by the Office of Attorney General. We respectfully request your approval.


Robert R. Scott, Commissioner

Agreement No. 17-057

This agreement is entered into by and between the University of New Hampshire ("University"), and the State of New Hampshire, Department of Environmental Services ("Subcontractor").

RECITALS

University is the recipient of Grant No. CE-99171121-0 FAIN No. 99171121 (CFDA No. 66.456 National Estuary Program) ("Prime Agreement") from the U.S. Environmental Protection Agency ("Federal Awarding Agency") (a.k.a. "Government") with an issue Date of August 24, 2016. The total amount of Federal Award to University is 600,000. This award is R&D and is subject to FFATA.

The Prime Agreement provides for collaborative effort by Subcontractor to be implemented through appropriate contractual arrangements.

Subcontractor agrees to participate in the manner, and for the consideration, described in this document.

NOW THEREFORE, the parties agree to the following terms:

SPECIAL PROVISIONS

Article 1 - Statement of Work

The Subcontractor shall, as an independent contractor, provide all labor, materials, equipment and facilities necessary to accomplish the work required under this Agreement, as described in the Statement of Work incorporated into this Agreement and attached to this document as Exhibit I.

The Subcontractor represents that all work and services it provides under this Agreement will conform to high professional standards in the field.

Article 2 - Period of Performance

The period of performance for this Agreement is upon Governor and Council approval through June 30, 2018. Expenditures incurred prior to the beginning date or subsequent to the end date are not allowable costs.

Article 3 - Key Personnel

The Subcontractor's project director, Matthew Wood, is considered Key Personnel and may not be replaced without prior University Approval.

Article 4 - Cost & Limitation of Obligation

The total estimated cost to University for the performance of this work must not exceed \$20,000. Subcontractor will provide cost share in the amount of \$150,000 of in-kind support. Subcontractor's budget is incorporated into this Agreement and attached to this document as Exhibit II.

Total funds in the amount of \$20,000 have been allotted and are available for payment of allowable costs incurred during the Period of Performance, as stated in **Article 2 – Period of Performance**. University will not reimburse Subcontractor for costs exceeding the amount specified in this paragraph.

Article 5 - Allowable Costs

For the performance of the tasks described in Article 1 of this Agreement, University will pay those of Subcontractor's costs that are determined to be allowable in accordance with:

A) The cost principles applicable to Subcontractor's type of organization as required in 2 CFR 200 Subpart E – Cost Principles.

Indirect costs will be reimbursed in accordance with Subcontractor's most recent negotiated rate agreement as required in 2 CFR 200.414. Fringe benefits will be reimbursed in accordance with Subcontractor's institutional policies. Subcontractor shall provide University one copy of the most recent rate agreement memorandum it has negotiated with its cognizant Federal agency.

Fringe benefits will be reimbursed in accordance with such cost and pricing data as are reasonably required to establish the appropriateness of Subcontractor's rates.

Any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs as required by 2 CFR 200.414.

B) The budget included in this document as Exhibit II.

C) The terms of this Agreement.

Article 6 - Payment

Subcontractor may submit invoices to University quarterly. Invoices must show the period for which reimbursement is being requested and must itemize the costs by budget category as shown on the budget, Exhibit II. The invoice must show "current" costs,

“cumulative” costs, cost sharing, Subaward number, and certification as to truth and accuracy of invoice in accordance with 2 CFR 200.415. University will pay properly submitted invoices within 30 days of receipt. Subcontractor shall submit its final invoice, which must be marked "Final," no later than 45 days after the ending date of this Agreement as specified in **Article 2 - Period of Performance**. The final invoice will be used as Subcontractor’s final report of expenditures.

Subcontractor shall mail the invoices to:

Linda Tibbetts
EOS Business Service Center
8 College Road
Morse Hall, Room 360
Durham, NH 03824
603-862-3048; linda.tibbetts@unh.edu

Upon request by University, Subcontractor shall refund any payments received for what are, as a result of a Federal or University audit, determined to be unallowable expenditures. Subcontractor, however, has the right to establish allowability of any such expenditures. University may withhold payment of the final invoice pending receipt of the Final Report, as referred to in **Article 10 - Reports**, by University's Project Director and/or resolution of any audit findings.

Article 7 - Rebudgeting

The Subcontractor is authorized to rebudget funds in accordance with the General Provisions incorporated into this Agreement and attached to this document as Exhibit III. University approval is required for rebudgeting that requires prior approval under the terms of the General Provisions. All requests for rebudgeting approval must be directed to the Authorized University Representative identified in **Article 16 - Notices**.

Article 8 - Equipment: Vesting & Reporting

The Subcontractor may retain title to all equipment purchased under this Agreement, subject to the conditions of the Prime Agreement attached to this document as Exhibit III. The Subcontractor shall, within 30 days of the expiration of this Agreement, submit a final report of equipment purchased under this Agreement (including negative reports) to the Authorized University Representative identified in **Article 16 – Notices**.

Article 9 - Records & Audit

Subcontractor agrees to comply with the requirements of 2 CFR 200.501-521 and further agrees to provide University with copies of any independent auditors’ reports which present instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Agreement, as required by parts 200.336,

200.337, and 200.201 as applicable. In cases of such non-compliance, Subcontractor shall also provide University copies of responses to auditors' reports and plans for corrective actions. The Subcontractor shall cooperate with University to ensure that corrective actions address instances of non-compliance to the satisfaction of University.

Subcontractor may not receive payment for work done under this Agreement prior to providing notice of compliance with 2 CFR 200 parts 200.501-200.521. Such notice will be provided to the Authorized University Representative identified in **Article 16 - Notices** prior to the submission of any invoices and yearly thereafter for the duration of the Period of Performance.

Subcontractor shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses of the Agreement, to describe the nature of each expense and to establish relatedness to the Agreement. All records of this Agreement must be available for inspection by representatives of University and/or the Federal Government at the regular place of business of Subcontractor during normal business hours. All records of this Agreement must be retained for a period of three years with the following qualifications:

- A. The retention period starts from the date of FINAL PAYMENT made to Subcontractor by University under this Agreement.
- B. Records related to any audit initiated prior to the expiration of the three-year period must be retained until the audit findings involving the records have been resolved.

Article 10 - Reports

Subcontractor shall provide quarterly progress reports to the University project director along with each invoice. Subcontractor's reports will include copies of all reprints, conference papers, etc. resulting from work funded under this Agreement, or a short summary of type of work completed during that period. If final reports are being submitted, they shall follow the format to be specified by University. University's project director is entitled to request submission of additional progress reports on a schedule agreeable to Subcontractor's project director.

Funding Credit

Reports of activities or analyses conducted with funding through this Agreement shall cite funding from Federal Awarding Agency consistent with guidelines provided by University.

Article 11 - Publication & Copyright

Subject to the provisions of the Prime Agreement, publication of the results obtained from work funded under this Agreement is encouraged and Subcontractor may copyright material that is developed by its staff in the course of or under this Agreement. The

Subcontractor agrees to grant to the Federal Government, and others acting on its behalf, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the material developed under this agreement. The Subcontractor also grants University a royalty free, non-exclusive, and irrevocable license to use any data, copyrighted material (including computer programs) or know-how developed under this Agreement for the purpose of allowing University to meet its reporting/deliverables obligations under the Prime Agreement. All publications must cite the source of support and indicate that the findings, opinions and recommendations they express therein are those of the author and not necessarily those of University or of the Federal Awarding Agency.

Article 12 - Inventions

Subject to the provisions of the Prime Agreement, rights of ownership and disposition of inventions made under this Agreement will be governed in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements", which is incorporated in this Agreement by reference to the same extent as if provided in full text.

Article 13 - Termination

University is entitled to terminate this Agreement, upon written notification to the Subcontractor, for convenience of either University or Subcontractor or because of Subcontractor's default or failure to:

- Accomplish the work required under this Agreement within the time specified as the Period of Performance or any extension of the Period of Performance.
- Make progress, so as to endanger University's performance of the Prime Agreement.
- Correct any breach of this Agreement within a reasonable time after having been advised of such breach.

In the event of termination, Subcontractor will be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of notice of termination.

Termination of this Agreement for any reason will not affect the rights and obligations of either party accrued prior to the termination of this Agreement, including rights and remedies provided by law for default or failure to perform.

Either party may terminate this subaward with thirty days written notice to the appropriate party's authorized official contact. University shall pay Subcontractor for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.

Article 14 - Disputes

Any dispute arising under this Agreement which cannot be resolved by mutual consent of the parties to this Agreement may be settled by mediation, arbitration at the parties' mutual agreement, or other appropriate legal proceedings. Pending the resolution of any such proceedings, Subcontractor shall, at University's discretion, proceed diligently with the performance of this Agreement.

Article 15 - Hold Harmless

Each party to this Agreement assumes all risk of personal injury and property damage attributable to the negligent acts or omissions of its personnel.

Article 16 - Notices

Communications concerning Subcontractor's performance under this Agreement will be directed to University's project director at the following address:

Rachel Rouillard
Piscataqua Region Estuaries Partnership
131 Main Street
Nesmith Hall
Durham, NH 03824
603-862-3948; rachel.rouillard@unh.edu

Communications concerning contractual and administrative aspects of this Agreement will be directed to University's Grant & Contract Administrator at the following address:

Dianne Hall
Sr. Grant & Contract Administrator
Sponsored Programs Administration
51 College Road, Service Building
Durham, NH 03824
603-862-1942; dianne.hall@unh.edu

Article 17 - Use of Name

Neither Subcontractor nor University may make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party.

Article 18 - Certifications

Debarment and Suspension (E.O.s 12549 and 12689) – The Subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Subcontractor is unable to certify to this statement, it shall attach an explanation to this Agreement, and, at University's option, University may void this Agreement. Subcontractor shall promptly notify University if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Equal Employment Opportunity – The Subcontractor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – The Subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Subcontractor certifies, to their knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- If any funds other than Federal appropriated funds have been paid or will be paid by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- Subcontractor shall require that the language of this certification be included in the award documents of all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

Human Subjects and Animal Welfare - Subcontractor assures that adequate safeguards will be taken whenever using vertebrate animals or human subjects in research or training projects, and that an institutional review committee composed of sufficient members with varying backgrounds to assure complete and adequate review of projects involving the use of human or animal subjects has reviewed and approved the projects. Subcontractor shall abide by all applicable regulations of the U.S. Department of Health and Human Services and the U.S. Department of Agriculture regarding the use of human or animal subjects and comply with state and local laws.

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) – The Subcontractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) - The Subcontractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) – The Subcontractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

Article 19 - General Provisions

All applicable requirements, regulations, provisions, terms and conditions of the Prime Agreement are included as Exhibit III to this document and are hereby adopted in full force and effect to the relationship between University and Subcontractor. References to Contractor or Recipient in Exhibit III will be taken to mean Subcontractor; references to the Government or Federal Awarding Agency in Exhibit III will be taken to mean Government/Federal Awarding Agency or University or both, as appropriate.

Article 20 - Assignment

Subcontractor shall not assign, delegate or otherwise transfer, either in whole or in part, any of its rights or obligations under this Agreement without the prior written approval of University.

Article 21 - Order of Precedence & Severability

In the event of conflict between the Special and General Provisions in this Agreement, the Special Provisions shall prevail over the General Provisions.

In the event that any part of this Agreement is held to be unenforceable or invalid in any court of competent jurisdiction, then said part must be deleted or modified, as necessary, to render the remainder of this Agreement valid and enforceable.

Article 22 - Entire Agreement

This Agreement is the entire agreement between Subcontractor and University regarding this collaborative effort and supersedes and replaces 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.

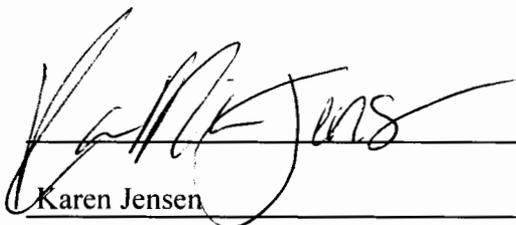
IN WITNESS WHEREOF, The University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Agreement.

By An Authorized Official of:

By An Authorized Official of:

UNIVERSITY OF NEW HAMPSHIRE

STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ENVIRONMENTAL
SERVICES



Karen Jensen



Name: Robert R Scott

Manager, Sponsored Programs
Administration

Title: Commissioner

Date: 6/21/17

Date: 6/30/17

**EXHIBIT I
SUBAWARD AGREEMENT**

Statement of Work

PROJECT TITLE: 2017 PREP-DES Program Implementation

OBJECTIVE:

NH Department of Environmental Services (DES) will provide services to support implementation of the Piscataqua Region Estuaries Partnership's (PREP's) Comprehensive Conservation and Management Plan and Monitoring Plan.

WORK TASKS

MONITORING AND TECHNICAL PROGRAM ASSISTANCE

DES staff will support monitoring and data management activities for PREP in calendar year 2017-2018, including technical support for the PREP Coastal Science Program Manager. For each of the subtasks, DES and PREP will identify specific deliverables that will be articulated in the annual PREP work plan. Work to complete these deliverables shall not exceed the total dollar amount paid to DES by PREP per this agreement.

DES will undertake the following subtasks:

A. Provide Technical Program Assistance – DES staff will aid in the analysis of datasets related to water quality as needed for PREP initiatives.

PREP 2017.A.1 – Environmental Data Analyses and Quality Assurance

Specific tasks may include formatting, analysis and quality assuring of water quality data sets to facilitate their upload to DES' Environmental Monitoring Database (EMD).

PREP 2017.A.2 – Geographic Information Systems

Specific tasks may include making maps, updating maps, and management of GIS data layers.

PREP 2017.A.3 – Technical Reports

Assist in the development of technical reports for the Great Bay and Hampton-Seabrook estuaries by providing data from DES' EMD and expertise on methodology.

B. Assist in development and implementation of the PREP Monitoring Plan – The PREP Monitoring Plan will contain a list of environmental indicators for tracking the effectiveness of pollution prevention and mitigation efforts. DES staff will provide technical assistance to PREP in coordinating the efforts of multiple monitoring programs in order to obtain the data needed to track PREP's priority indicators.

PREP 2017.B.1 - Prepare Coastal Monitoring Data for PREP Indicators

Specific tasks may include providing training on the procedures and reporting requirements for quality assuring datasets collected by NH Fish and Game, UNH, Great Bay National Estuarine Research Reserve, and other PREP partners.

PREP 2017.B.2– Comprehensive Monitoring and research for the Piscataqua Region Estuaries

Specific tasks may include participation in coordination meetings with monitoring partners, TAC meetings, providing technical assistance with the development of clear research questions, providing technical assistance with the development of proposals and/or quality assurance project plans.

**EXHIBIT II
SUBAWARD AGREEMENT**

Budget

Budget Item	Federal Funds	NHDES Match
Personnel	\$11,500	
Fringe Benefits	\$6,591	
Indirect Costs	\$698	
Other (DAS)	\$1,085	
Travel	\$126	
Total	\$20,000	\$150,000

Personnel (\$): The total cost for personnel for the project is \$11,500. Matthew Wood, Water Quality Specialist. General Responsibilities: Principle Investigator, contract oversight, program coordination with state and federal officials, and technical assistance for PREP activities.

Fringe Benefits (\$): The total cost for fringe is \$6,591. Fringe Benefits includes stage budget categories of Benefits and Additional Fringe Benefits. Benefits which are comprised of medical, dental, life insurance, FICA, and retirement benefits Additional Fringe Benefits are comprised of cost of living adjustments and post-retirement benefits. DES uses a benefit rate of 51.5% and additional fringe rate of 5.81%. This is the average benefit costs of a DES employee

Travel funds (\$): The total cost for travel is \$126. Travel includes expenses incurred to attend meetings related to the contract scope of work. The current state reimbursement rate, effective January 1, 2016 is \$0.54/ mile.

Equipment (\$): N/A

Supplies (\$): N/A

Contractual (\$): N/A

Other costs (\$): Other costs total \$1,085. This covers direct administrative service costs (accounting and legal) associated with managing the award. This is calculated at a 6% rate on direct costs.

Indirect costs (\$): Indirect costs total \$698. The indirect cost rate for State FY 2018 is 3.86%. This rate was negotiated in accordance with OMB Circular A-87. The indirect rate is charged to expenditures relating to personnel.

MATCHING FUNDS

DES will document up to **\$150,000** in non-federal matching funds to support PREP Management Plan and Monitoring Plan implementation. The actual match to be provided will be based on actual expenses. Match documentation shall accompany invoices submitted to PREP. In the event that actual costs are less than the amount budgeted for these activities, DES shall only be responsible for documenting the actual amount of funding for supporting activities.

**EXHIBIT III
SUBAWARD AGREEMENT**

Terms and Conditions

(see attached)

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 99171121 MODIFICATION NUMBER: 0 PROGRAM CODE: CE	DATE OF AWARD 08/24/2016
		TYPE OF ACTION New	MAILING DATE 08/31/2016
		PAYMENT METHOD: ASAP	ACH# 5072
RECIPIENT TYPE: State Institution of Higher Learning		Send Payment Request to: U.S. EPA Las Vegas Finance Center 4220 South Maryland Parkway, Building C, Room 503 Las Vegas, NV 89119 LVFC-grants@epa.gov	
RECIPIENT: University of New Hampshire 51 College Road Durham, NH 03824-3585 EIN: 02-6000937		PAYEE: University of New Hampshire 51 College Road Durham, NH 03824-3585	
PROJECT MANAGER Rachel Rouillard 51 College Road Durham, NH 03824-3585 E-Mail: rachel.rouillard@unh.edu Phone: 603-862-3948	EPA PROJECT OFFICER Jean Brochl 5 Post Office Square, Suite 100, OEP06-1 Boston, MA 02109-3912 E-Mail: Brochl.Jean@epa.gov Phone: 617-918-1536	EPA GRANT SPECIALIST Brian Tocci Grants Management Office, OARM05-5 E-Mail: Tocci.Brian@epa.gov Phone: 617-918-1979	
PROJECT TITLE AND DESCRIPTION Piscataqua Region Estuaries Partnership Year 21 Workplan As directed by Section 320 of the Clean Water Act (CWA), this project under the National Estuary Program implements recommendations of the Piscataqua Region Estuaries Partnership (PREP) Comprehensive Conservation and Management Plan (CCMP) to restore and maintain the chemical, physical, and biological integrity of the estuary through tasks outlined in the annual workplan. Activities include assessing water quality trends, natural resources restoration, coordinating implementation of the CCMP by the states as well as federal and local agencies and monitoring the effectiveness of actions.			
BUDGET PERIOD 10/01/2016 - 12/31/2018	PROJECT PERIOD 10/01/2016 - 12/31/2018	TOTAL BUDGET PERIOD COST \$1,200,000.00	TOTAL PROJECT PERIOD COST \$1,200,000.00
NOTICE OF AWARD			
Based on your Application dated 05/27/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$600,000. EPA agrees to cost-share 50.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$600,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Michael Kenyon - Director, Office of Administration and Resource Management Fred Weeks - Award Official delegate			DATE 08/24/2016

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 600,000	\$ 600,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 217,300	\$ 217,300
State Contribution	\$	\$ 151,200	\$ 151,200
Local Contribution	\$	\$ 231,500	\$ 231,500
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 1,200,000	\$ 1,200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66 456 - National Estuary Program	Clean Water Act Sec 320	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart P

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1601LZC040	1617	B	01L	202B89	4158			600,000
									600,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$249,281
2. Fringe Benefits	\$99,463
3. Travel	\$6,500
4. Equipment	\$0
5. Supplies	\$5,000
6. Contractual	\$20,000
7. Construction	\$0
8. Other	\$643,756
9. Total Direct Charges	\$1,024,000
10. Indirect Costs: % Base	\$176,000
11. Total (Share: Recipient 50.00 % Federal 50.00 %.)	\$1,200,000
12. Total Approved Assistance Amount	\$600,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$600,000
15. Total EPA Amount Awarded To Date	\$600,000

Administrative Conditions

1. GENERAL ADMINISTRATIVE TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at:

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:

2. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **Larry Wells** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

**U.S. Environmental Protection Agency – Region I
5 Post Office Square – Suite 100 (OARM16-2)
Boston, MA 02109-3912
Attn: Mr. Larry Wells, Disadvantaged Business Utilization Program Manager**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/mbw_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the New Hampshire Department of Environmental Services as follows:

New Hampshire	MBE	WBE
Combined Goals	0.77%	6.22%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as New Hampshire Department of Environmental Services.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance

with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

3. CYBERSECURITY TERM AND CONDITION

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b)

(1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This

condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Programmatic Conditions

1. In accordance with EPA regulations (40 C.F.R. 31.40 for State, local and tribal governments; 40 C.F.R. 30.51 for other recipients), the recipient agrees to submit annual progress reports to the EPA Project Officer within ninety days after the yearly annual anniversary of the award if the project period exceeds one year. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

2. The Piscataqua Region Estuaries Partnership (PREP) National Estuary Program (NEP) will submit annual Government Performance and Results Act (GPRA) reporting information to the U.S. Environmental Protection Agency as specified in the annual program funding guidance. As a requirement of this agreement, the recipient is required to provide information on the GPRA performance measures to the U.S. Environmental Protection Agency by the date stipulated in the annual funding guidance.

3. The U.S. Environmental Protection Agency will provide programmatic oversight and review guidance regarding the annual workplan and PREP products, including review and comment on QAPPS and reports related to environmental results, habitat, environmental indicators, and leveraged funds. EPA participates in the Management Conference of the Piscataqua Region Estuaries Partnership (PREP). The Management Conference reviews and agrees upon the tasks in the annual work plan and assists with program efforts, when appropriate.

4. The U.S. Environmental Protection Agency will participate in the revision and/or implementation of the PREP Comprehensive Conservation and Management Plan (CCMP).

5. Funds in the agreement may be used for outreach support. These funds are to: (1) cover travel for the NEP Program Office, Management Conference members, or other associated stakeholders to appropriate national and regional conferences, workshops, or meetings, (2) provide peer-to-peer technical assistance to other NEPs or neighboring communities, and (3) bring in staff or stakeholders from other NEPs or watershed programs to assist

a NEP. PREP is required to attend all NEP national and regional meetings convened by EPA unless unforeseen circumstances prevent PREP from meeting this requirement.

6. National Terms and Condition for Subawards

a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

7. Sub-awards have not yet been finalized and the need for additional Quality Assurance cannot be determined at this time.

The recipient will develop Quality Assurance Project Plans (QAPP), or equivalent documents defined by the QMP, for all applicable projects and tasks involving environmental data in accordance with the most current National and Regional requirement documents ([National Quality Assurance Project Plan Requirements](#) and [Regional Quality Assurance Project Plan Requirements](#), respectively). Other EPA guidance documents provided at these sites may be helpful in meeting the requirements. The term "environmental data" refers to any measurement or information that describe environmental processes, conditions, or location; ecological or health effects and consequences; or the performance of environmental technology. For EPA, environmental data include information collected directly from measurements, produced from models, and compiled from other sources such as data bases or the literature. **The QAPP must be approved by EPA prior to any data gathering work or use, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers.** Unless an alternate schedule was previously agreed upon, no later than 30 days prior to the scheduled commencement of data collection and/or data generation activities, the recipient will submit a Quality Assurance Project Plan to the following:

- EPA Project Officer (see page 1 of assistance agreement for name and address) and
- Regional Quality Assurance Manager (EQA)

U.S. Environmental Protection Agency
11 Technology Drive
North Chelmsford, MA 01863

For organizations having an EPA-approved Quality Management Plan (QMP), the recipient will submit an annual update letter to EPA documenting progress over the year and any changes to the QMP. Annual update letters will be sent every year for four years until the expiration of the QMP (fives years from initial EPA approval). Annual QA update letters will be sent to the EPA Project Officer and Regional Quality Assurance Manager on the anniversary of the approval of the QMP by the Regional QA Manager; or on another mutually agreeable schedule. In addition, for multi-year projects, the grantee shall confirm that the QAPP is current and accurate.

8. EPA may terminate the assistance agreement for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project. See Policy 11-01 at:

http://www.ogd/policy/final_grants_policy_issuance_11_03_state_grant_workplans.pdf

9. Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements for Sub-award and Executive Compensation.

Purpose: To describe new Federal reporting requirements for EPA assistance agreement recipients. If, during the preceding fiscal year, a prime recipient or sub-recipient (a "prime" recipient is the recipient of record, the entity to which the Federal government makes an award; a "sub-recipient" is a sub-awardee at any other level down from the prime recipient) **meets all three criteria** listed below, then for each sub-award of \$25,000 or more that the recipient provides, the recipient must enter into the FFATA Subaward Reporting System (FSRS) the total compensation of its five most highly-paid executives:

- the recipient received 80% or more of its annual gross revenue in Federal procurement contracts and financial assistance, **and**
- the recipient received \$25,000,000 or more in annual gross revenues from Federal procurement contracts and financial assistance, **and**
- there are no regularly-filed, publicly-available reports depicting the total compensation of the recipient's five most highly-paid executives.

The policy is available at: www.epa.gov/ogd and at: <http://usaspending.gov/news>

10. In accordance with 40 CFR 30.36, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works developed under this assistance agreement for Federal purposes.

11. Unless the event(s) are specified in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable

to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

12. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subaward Number:
17-057

Subrecipient Place of Performance for FFATA reporting

Name:

Address:

City: State: Zip Code+4: Zip Code [Look-up](#)

EIN No.: DUNS: Parent DUNS:

Institution Type: Congressional District:

Is Subrecipient currently registered in [SAM.gov](#)? Yes No

Is Subrecipient exempt from reporting executive compensation? Yes No If no, complete 3B, page 2

Subrecipient Administrative Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Subrecipient Principal Investigator

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Subrecipient Financial Contact

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email: Is this the remittance address? Yes No

Remittance Address (if different):

Subrecipient Authorized Official

Name:

Address:

City: State: Zip Code:

Telephone: Email:

Central email:

**Attachment A
Budget Estimate**

Budget Items	Total Reimbursable (Monitoring and Technical Program Assistance)	Total Matching* (DES Wetland Fees Program)	Total
Personnel	\$11,500.00	Allocation TBD	
Benefits	\$6,591.00	Allocation TBD	
Indirect	\$698.00	Allocation TBD	
Other (DAS)	\$1,085.00	Allocation TBD	
Travel	\$126.00	Allocation TBD	
Total	\$20,000.00	\$150,000.00	\$170,000.00

* Matching funds will include a combination of salary, fringe, supplies, and/or lab costs.