



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

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Thomas S. Burack, Commissioner
May 26, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services to amend a **sole source** Cooperative Project Agreement (PO# 1032206) with the University of New Hampshire (VC #177867-B046), Durham, NH, for the *Support for the Piscataqua Region Monitoring Collaborative in 2014* project, by extending the project completion date to December 1, 2016 from June 30, 2015, effective upon Governor and Council approval. The original agreement was approved by G&C on August 14, 2013, item #60, and Amendment 1 was approved on June 18, 2014, item #140. No additional funding is requested in this amendment. 45% Federal Funds and 55% Drinking Water Revolving Funds.

EXPLANATION

The Department of Environmental Services (DES) requests approval to amend a **sole source** Cooperative Project Agreement with the Piscataqua Region Estuaries Partnership (PREP) program at University of New Hampshire. PREP was selected for this project because it has unique expertise in conducting research in the State's estuaries and it has secured additional funds needed to complete the project. PREP is a program at the University of New Hampshire involving federal, state, and local government, non-governmental organizations, businesses, and the public to improve the environmental quality of the State's estuaries.

The Piscataqua Region Monitoring Collaborative is a project that will allow communities, agencies, and organizations to combine their resources for the collaborative monitoring of New Hampshire's estuaries. The PREP program will implement the project on behalf of DES, the Great Bay National Estuarine Research Reserve, NH Fish and Game Department and others.

We are requesting approval of this amendment in order to provide PREP additional time to complete the agreed upon Scope of Services. An extension is needed due to staff changes at PREP and additional stakeholder engagement which took more time than expected. To date PREP has completed the Macroalgae Monitoring Program which entailed measuring changes in macroalgae cover and biomass along 5 transects in the Great Bay estuary. The requested 17-month extension will enable PREP to complete two additional programs; the Eelgrass Condition Surveys and Salt Marsh Change Analysis. The extension will also give PREP time to complete all of the final reports, and ensure that the required match is documented. To date, \$34,577 of the total grant award of \$70,000 has been spent.

The 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 for
Thomas S. Burack, Commissioner

AMENDMENT #2 to
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

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 8/14/13, item # 60, and approved amendment #1 on June 18, 2014, item #140, for the Project titled "Acquisition of Aerial Imagery for Habitat Mapping," Campus Project Director, **Rachel Rouillard**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **06/30/2015** with the revised Project End Date of **12/01/2016**, and Exhibit A, article B is revised to replace the Project Period of **August 14, 2013 – June 30, 2015** with **August 14, 2013 – December 01, 2016**.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____ ," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of \$ _____ and will read:

Total State funds in the amount of \$ _____ 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.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended 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 **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

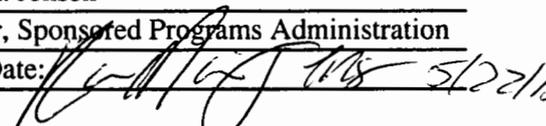
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #2** to the Cooperative Project Agreement.

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

Name: Karen M. Jensen

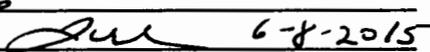
Title: Manager, Sponsored Programs Administration

Signature and Date:  5/22/15

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

Name: Lauren J. Notha

Title: Sr. AAG

Signature and Date:  6-8-2015

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

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:  for TSB

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

Name:

Title:

Signature and Date:



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Phil Trowbridge



Thomas S. Burack, Commissioner

June 3, 2014

APPROVED G & C

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

DATE 6/18/14
ITEM # 190

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend a **sole source** agreement (PO# 1032206) with the University of New Hampshire (VC #177867-B046), Durham, NH, by extending the project end date to June 30, 2015 from June 30, 2014, adding work tasks, and increasing the total by \$55,000 to \$70,000 from \$15,000 to complete the *Support for the Piscataqua Region Monitoring Collaborative* project, effective upon approval by Governor and Council through June 30, 2015. The original agreement was approved by G&C on August 14, 2013 #60. 45% Federal Funds, 55% Clean Water State Revolving Fund.

Funding is available in the accounts as follows:

	<u>FY 14</u>	<u>FY 15</u>
03-44-44-442010-3642-072-500573	\$25,000	- 0 -
Dept. Environmental Services, Coastal Zone Management, Grants-Federal		
03-44-44-441018-4788-102-500731	\$10,000	\$20,000
Dept. Environmental Services, CWSRF Loan Management, Contracts for Program Services		

EXPLANATION

The Department of Environmental Services (DES) requests approval to amend a **sole source** Cooperative Project Agreement with the Piscataqua Region Estuaries Partnership (PREP) program at University of New Hampshire. PREP was selected for this project because it has unique expertise in conducting research in the State's estuaries and it has secured additional funds needed to complete the project. PREP is a program at the University of New Hampshire involving federal, state, and local government, non-governmental organizations, businesses, and the public to improve the environmental quality of the State's estuaries. Each year, PREP monitors conditions in the estuaries to track trends in water quality, habitats, and land use.

The Piscataqua Region Monitoring Collaborative is a project that will allow communities, agencies, and organizations to combine their resources for the collaborative monitoring of New Hampshire's estuaries. The PREP program at University of New Hampshire will implement the project on behalf of DES, the Great Bay National Estuarine Research Reserve, NH Fish and Game Department and other contributing agencies, organizations, and municipalities. All of these organizations have a common interest in understanding the health of the estuaries. These shared questions are best answered with a shared monitoring program. In 2013, DES entered into a Cooperative Project Agreement with PREP to conduct monitoring of eelgrass habitat using an aerial survey. The project leveraged \$15,000 in non-federal cost share funds and provided crucial information about the health of the estuaries.

Due to the success of this program in 2013, DES would like to amend the existing Cooperative Project Agreement to fund monitoring in 2014. In 2014, the monitoring priorities for the Piscataqua Region Monitoring Collaborative are macroalgae trends, eelgrass condition, and salt marsh change analysis. These studies will help to understand

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
Page 2

the status and trends of water quality and habitats in the estuaries. DES is contributing funds to this project because the data are critical for managing the State's estuaries.

The total projected cost for the project is \$133,966. DES will contribute \$55,000 through this agreement, \$25,000 from the New Hampshire Coastal Program and \$30,000 from the Clean Water State Revolving Fund. The University of New Hampshire will contribute \$28,966 to the project from a combination of federal grants and a corporate donation from NextEra Energy in the amount of \$5,500.

The agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that the Federal funds become no longer available, general funds will not be requested to support this program.

We respectfully request your approval.

for Vicki V. Duran

Thomas S. Burack, Commissioner

**AMENDMENT #1 to
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

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 8/14/13, item # 60, for the Project titled "Acquisition of Aerial Imagery for Habitat Mapping," Campus Project Director, Rachel Rouillard, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Additional cost share of \$28,966 will be required on the \$55,000 added per this amendment. This cost share is not considered to be match for the federal grant award.

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **6/30/2014** with the revised Project End Date of **6/30/2015**, and Exhibit A, article B is revised to replace the Project Period of **Governor and Council approval – June 30, 2014** with **August 14, 2013 – June 30, 2015**.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____ ," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to **Ted Diers, NHDES, Watershed Management Bureau, P.O. Box 95, Concord, NH 03302-0095, (603) 271-3289** and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of **\$55,000** and will read:

Total State funds in the amount of **\$70,000** 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.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share **39%** of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **NA14NOS4190067** from **National Oceanic and Atmospheric Administration** 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 revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article is amended in its entirety to read as follows:

Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

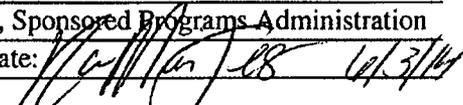
IN WITNESS WHEREOF, the following parties agree to this **Amendment #1** to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:  6/3/14

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

Name: Laura Nettek

Title: Sr. Asst. Attorney General

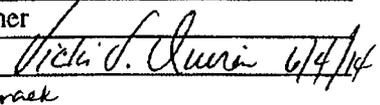
Signature and Date:  6-4-2014

By An Authorized Official of:

Department of Environmental Services

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:  6/4/14

for Thomas Burack

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Support for the Piscataqua Region Monitoring Collaborative in 2014
- B. Project Period:** August 14, 2013 through June 30, 2015
- C. Objectives:** The Piscataqua Region Monitoring Collaborative (PRMC) is a project that will allow communities, agencies, and organizations to combine their resources for the collaborative monitoring of New Hampshire's estuaries. The Piscataqua Region Estuaries Partnership (PREP) at UNH will implement the project on behalf of the NH Department of Environmental Services (DES), Great Bay National Estuarine Research Reserve, NH Fish and Game Department and other contributing agencies, organizations, and municipalities. All of these organizations have a common interest in understanding the health of the estuaries. These shared questions are best answered with a shared monitoring program. The objective of this Cooperative Project Agreement is to provide funds from NHDES to PREP to support the PRMC monitoring activities.

D. Scope of Work: Campus shall complete the following tasks:

Task 1. Implement PRMC Monitoring in 2013

Campus shall select a qualified contractor to collect aerial imagery for the Piscataqua Region estuaries through a Request for Proposals (RFP) process. The imagery shall meet the minimum specifications for habitat mapping listed in the RFP. If Campus enters into a contract with the contractor, the State shall provide partial funding for the project in the amount of \$15,000 and Campus shall be responsible for documenting at least \$15,000 in non-federal matching funds for collecting, processing, or verifying the imagery.

Task 2. Implement PRMC Monitoring in 2014

Campus shall select and hire qualified contractors to implement the following monitoring priorities for the Piscataqua Region Monitoring Collaborative:

- (a) Macroalgae Monitoring Program - Measurements of macroalgae cover and biomass along fixed transects at 5 locations to document changes in macroalgae populations in the Great Bay Estuary. The monitoring protocols shall follow recommendations from UNH research conducted in 2013 by Elisabeth Cianciola and David Burdick.
- (b) Eelgrass Condition Surveys - Monitor the condition of eelgrass in Great Bay using SeagrassNet protocols. SeagrassNet is an expanding, worldwide ecological monitoring program that investigates and documents the status of seagrass resources and the threats to this important and imperilled marine ecosystem. A SeagrassNet site in Great Bay (Site "NH9.2" at N 43° 2.5632' W 70° 31.8294') has been monitored since 2007. The objective of this monitoring activity is to continue this monitoring record in 2014-2015. The monitoring shall use the SeagrassNet protocols at the existing SeagrassNet site "NH9.1". Details of the SeagrassNet monitoring protocols are available at www.seagrassnet.org. Four rounds of monitoring shall occur approximately quarterly for one year, covering the seasons of summer 2014, fall 2014, winter 2014-2015, and spring 2015. The final report for this project shall summarize the results and include all raw data from SeagrassNet protocols. All of the data shall also be uploaded to the SeagrassNet website (www.seagrassnet.org).

(c) Salt Marsh Change Analysis - Analyze digital maps of salt marsh from 2004 and 2012 to determine how much and where salt marsh wetlands have changed over this 8-year period. Salt marsh in the NH Seacoast was mapped in 2004 by Normandeau Associates, Inc for the NH Coastal Program. The US Fish and Wildlife Service has recently completed revised National Wetland Inventory maps of wetlands in NH using base maps from 2012. The goal of this project is to compare the 2004 and 2012 salt marsh maps in the NH Seacoast to identify areas where salt marsh has significantly changed. The mapping methods used in 2004 and 2012 shall be compared to understand the comparability of the two mapping years in terms of wetland classification and positional accuracy. The final report for this project shall describe the methods used, overall changes in salt marsh extent in the NH Seacoast between 2004 and 2012, the locations of significant changes in salt marsh between 2004 and 2012, and a discussion of whether the observed changes are due to actual habitat changes or differences in the mapping methods between the two years.

(d) Estuary Research - Conduct high priority estuary research activities as determined by the PREP Management Committee. This task will only be completed if PREP realizes cost savings for monitoring priorities (a), (b), and (c) as a result of competitive bid processes.

The State shall provide funding for the project in the amount of \$55,000. The State funds are from two different sources: \$25,000 from the New Hampshire Coastal Program (Federal dollars) and \$30,000 from the Clean Water State Revolving Repayment Fund (State dollars).

For projects funded by Clean Water State Revolving Repayment Fund, Campus shall use a competitive Request for Proposals process to select a contractor.

E. Deliverables Schedule:

Reports.

For Task 1. Campus Project Director shall submit a Final Report in electronic format documenting the results of the entire project. The Final Report shall include all deliverables received from the aerial imagery contractor including orthoreferenced imagery, metadata, and flight information. The Final report is due by June 30, 2014.

For Task 2. Campus Project Director shall submit a Final Report in electronic format. Unless otherwise authorized by the State Project Director, the Final Report shall be due by June 30, 2015. The Final Report shall include the following deliverables:

The deliverable for Task 1(a) shall be a report that includes all raw data from macroalgae monitoring. The deliverable for Task 1(b) shall be a report that includes all raw data from SeagrassNet protocols. All of the data shall also be uploaded to the SeagrassNet website (www.seagrassnet.org). The deliverable for Task 1(c) shall be a report that includes GIS files showing the changes in mapped salt marsh between 2004 and 2012 and FGDC-compliant metadata.

F. Budget and Invoicing Instructions: Using standard Campus invoices Campus shall submit requests for payment 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 shall issue payment to Campus within 30 days of receipt. The final billing must be received by the State no more than 30 days after the grant completion date.

Budget Items	Original Agreement		Increase (Amendment)		Total	
	Budget	Cost share	Budget	Cost Share	Budget	Cost Share
1. Salaries & Wages	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2. Employee Fringe Benefits	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
3. Travel	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
4. Supplies and Services	\$15,000	\$15,000	\$45,833	\$14,924	\$60,833	\$29,924
5. Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
6. Facilities & Admin Costs*	\$ 0	\$ 0	\$ 9,167	\$14,042	\$ 9,167	\$14,042
<hr/>						
Subtotals	\$15,000	\$15,000	\$55,000	\$28,966	\$70,000	\$43,966
Grand Total						\$113,966

* includes \$8,341 of waived F&A

G. Other:

An appropriate funding credit and logo of NHDES and NOAA shall appear on all materials intended for public distribution.

**Attachment A
Budget Estimate**

<u>Budget Item</u>	<u>Current Budget</u>	<u>Amendment</u>	<u>Revised Budget</u>
Salaries & Wages	\$0	\$0	\$0
Indirect cost of salary	\$0	\$0	\$0
Supplies and services	\$15,000	\$0	\$15,000
Travel and Training	\$0	\$0	\$0
Contractual	\$0	\$45,833	\$45,833
Construction	\$0	\$0	\$0
<u>Facilities and Administration</u>	<u>\$0</u>	<u>\$9,167</u>	<u>\$9,167</u>
Total	\$15,000	\$55,000	\$70,000
Leveraged Funds from UNH	\$15,000	\$28,966	\$43,966
Project Totals	\$30,000	\$83,966	\$113,966



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 10, 2013

APPROVED G & C

DATE 8/14/13

ITEM # 60

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

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a sole source Cooperative Project Agreement with the University of New Hampshire (VC #177867-BO46) in the amount of \$15,000 to complete the *Acquisition of Aerial Imagery for Habitat Mapping Project*, effective upon Governor and Council approval through June 30, 2014. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 14</u>
03-44-44-442010-3642-072-500573	\$15,000
Dept. Environmental Services, Coastal Zone Management, Grants-Federal	

EXPLANATION

The Piscataqua Region Estuaries Partnership (PREP) is a program at the University of New Hampshire involving federal, state, and local government, non-governmental organizations, businesses, and the public to improve the environmental quality of the State's estuaries. Each year, PREP monitors conditions in the estuaries to track trends in water quality, habitats, and land use. Aerial imagery is an important tool for mapping and assessing habitats in the estuaries. PREP will be hiring a contractor to collect new aerial imagery of the estuaries in 2013. The Department of Environmental Services (DES) requests approval to enter into this sole source Cooperative Project Agreement with the PREP program at University of New Hampshire because this program has unique expertise in conducting research in the State's estuaries. DES is contributing funds to this project because the data are critical for managing the State's estuaries.

For the *Acquisition of Aerial Imagery for Habitat Mapping Project*, PREP will select a qualified contractor through a Request for Proposals process. The contractor will be responsible for providing orthorectified, 4-band aerial imagery with 1-foot ground resolution for all of the estuarine waters and near-shore habitats in New Hampshire. The imagery will be quality assured by the contractor to ensure that the technical specifications required for the project are met.

The total projected cost for the project is \$30,000. DES will contribute \$15,000 through this agreement. The University of New Hampshire will contribute \$15,000 in non-federal matching funds. In the event that federal funds become no longer available, general funds will not be requested to support this program. The 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 6/30/14. 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: Acquisition of Aerial Imagery for Habitat Mapping

- 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: Ted Diers
Address: NHDES
Watershed Management Bureau
P.O. Box 95
Concord, NH 03302-0095
Phone: 603-271-3289

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
Phone: 603-862-1942

- 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: Philip Trowbridge
Address: NHDES
Watershed Management Bureau
P.O. Box 95
Concord, NH 03302-0095
Phone: 603-271-8872

Campus Project Director

Name: Rachel Rouillard
Address: Piscataqua Region Estuaries Partnership
UNH Nesmith Hall
131 Main Street
Durham, NH 03824
Phone: 603-862-3948

F. Total State funds in the amount of \$15,000 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 50 % 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 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.

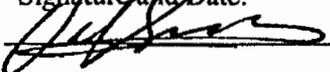
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Victor G. Sosa

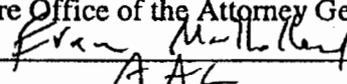
Title: Director, Sponsored Programs Administration

Signature and Date:

 7-1-13

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

Name:



Title:

AAE

Signature and Date:

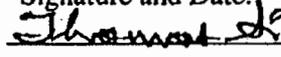
 7-17-13

By An Authorized Official of:
Department of Transportation

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:

 7/15/13

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

Name:

Title:

Signature and Date:


Date 7/12/13

EXHIBIT A

- A. Project Title:** Acquisition of Aerial Imagery for Habitat Mapping
- B. Project Period:** Governor and Council approval through June 30, 2014
- C. Objectives:** The objective of this project is to collect aerial imagery that can be used to map habitats in the Piscataqua Region estuaries.
- D. Scope of Work:** Campus shall select a qualified contractor to collect aerial imagery for the Piscataqua Region estuaries through a Request for Proposals (RFP) process. The imagery shall meet the minimum specifications for habitat mapping listed in the RFP. If Campus enters into a contract with the contractor, the State shall provide partial funding for the project in the amount of \$15,000 and Campus shall be responsible for documenting at least \$15,000 in non-federal matching funds for collecting, processing, or verifying the imagery.
- E. Deliverables Schedule: Reports.** Campus Project Director shall submit a Final Report in electronic format documenting the results of the entire project. The Final Report shall include all deliverables received from the aerial imagery contractor including orthoreferenced imagery, metadata, and flight information. The Final report is due by June 30, 2014.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment 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 shall issue payment to Campus within 30 days of receipt. The final billing must be received by the State no more than 30 days after the grant completion date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 0	\$0	\$ 0
2. Employee Fringe Benefits	\$ 0	\$0	\$ 0
3. Travel	\$ 0	\$0	\$ 0
4. Supplies and Services	\$15,000	\$15,000	\$30,000
5. Equipment	\$ 0	\$0	\$ 0
6. Facilities & Admin Costs	\$ 0	\$0	\$ 0
Subtotals	\$ 15,000	\$15,000	\$30,000
In Kind Contribution		\$0	\$ 0
Total Project Costs:			\$30,000

G. Other:

Funding Credit: An appropriate funding credit and logo of NHDES shall appear on all materials intended for public distribution.

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

[Handwritten Signature]
7/1/13