



The State of New Hampshire
Department of Environmental Services



Thomas S. Burack, Commissioner

March 19, 2015

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** agreement with University of New Hampshire, Office of Sponsored Research, (VC# 177867-B046), Durham, New Hampshire, in the amount of \$65,000 to implement estuarine monitoring activities that support the National Coastal Condition Assessment, effective upon Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funding is available in the accounts as follows:

	<u>FY 2015</u>
03-44-44-442010-7602-102-500731	\$65,000
Dept. Environmental Services, Surface Water Quality PPG, Contracts for Program Services	

EXPLANATION

The purpose of this project is for the University of New Hampshire (UNH) to implement estuarine monitoring activities that support the National Coastal Condition Assessment. The National Coastal Condition Assessment is an Environmental Protection Agency (EPA) program to monitor the health of the nation's estuaries using nationally standardized methods and a probabilistic sampling design. The agreement between DES and UNH will provide for the collection of all field data and samples during the 2015 season as well as data management and quality assurance tasks. The **SOLE SOURCE** agreement is needed because UNH has over ten years of experience with the National Coastal Condition Assessment methods and study design. Following nationally standardized methods is critical to the success of the project. UNH purchased all the equipment needed for the project during the first period when the program was supported by EPA grant funding in 2000. Cooperation between National Coastal Condition Assessment field crews and other UNH monitoring programs also provide opportunities for efficiency and cost savings.

DES and UNH participated in the National Coastal Assessment between 2000 and 2010. The program produced valuable data to determine the quality of all of New Hampshire's estuarine waters and provided data for regional and national assessments. EPA is again funding an assessment of the nation's estuaries in 2015.



The total project costs are budgeted at \$65,000. DES will provide \$65,000 (100%) of the project costs through a federal grant. 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 **6/30/16**. 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: UNH Monitoring Activities to Support the National Coastal Condition Assessment in 2015

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: Matthew A. Wood
Address: Department of Environmental Services
PO Box 95
Concord, NH 03301-0095

Phone: 603-271-8868

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: Matthew A. Wood
Address: Department of Environmental Services
PO Box 95
Concord, NH 03301-0095

Phone: 603-271-8868

Campus Project Director

Name: Dr. Stephen Jones
Address: University of New Hampshire
Natural Resources and Marine Science
Jackson Estuarine Lab
Durham, NH 03824

Phone: 603-862-5124

F. Total State funds in the amount of \$65,000 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 % 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. **BG99127310** from **EPA** under CFDA# **66.605**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

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

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date: [Signature] 3/16/15

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

Name: Christopher G. Aslin

Title: Assistant Attorney General

Signature and Date: [Signature] 4/8/15

By An Authorized Official of:

Department of Environmental Services

Name: Thomas Burack

Title: Commissioner

Signature and Date: [Signature] 4/16/2015

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** UNH Monitoring Activities to Support the National Coastal Condition Assessment in 2015
- B. Project Period:** Governor and Executive Council Approval through June 30, 2016
- C. Objectives:** The objective of this project is for Campus to implement monitoring activities that support the National Coastal Condition Assessment in 2015. The National Coastal Condition Assessment (NCCA) is an Environmental Protection Agency (EPA) program to monitor the health of the nation's estuaries using nationally standardized methods and a probabilistic sampling design.
- D. Scope of Work:** Campus will complete the following tasks:
- 1. ASSIGN LEAD STAFF**
 - 2. COLLECT WATER SAMPLES AND FIELD DATA FOR THE 2010 STUDY DESIGN**
Campus will collect water samples, field measurements, sediment samples, and fish samples and measure physicochemical parameters for 14 station visits (12 sites) for the NCCA. At the NCCA sites, water samples, field measurements, sediment samples, and fish samples will be collected using standardized protocols for the NCCA.
 - 3. SHIP WATER, SEDIMENT AND FISH TISSUE SAMPLES TO EPA CONTRACT LABORATORIES**
Campus will label, package, and ship water samples, sediment samples, and fish tissue samples to the EPA contract laboratories following the standardized protocols for the NCCA.
 - 4. PREPARE FIELD SAMPLING SUMMARY**
Campus will prepare a memo describing the field sampling activities completed by Campus during the 2015 field season. In this memo, Campus will specify which work tasks from the 2015 workplan were successfully completed, list the number of samples collected for each type (e.g., water, sediment, fish), highlight any work tasks that were not completed, and explain any difficulties encountered. The deliverable for this task will be due by December 31, 2015.
 - 5. CONDUCT QUALITY ASSURANCE REVIEW OF FIELD DATA**
Campus will be responsible for checking the field data from 2015 for errors or omissions. Campus will proof the field data sheets and complete data entry into software required for the NCCA. Campus will summarize the information in a Quality Assurance Report. The deliverable for this task will be due by June 30, 2016 .
- E. Deliverables Schedule:** Campus shall provide the interim progress report from Task 4 by December 31, 2015. Campus shall submit a Final Report which includes at a minimum the deliverables from Tasks 4 and 5 by June 20, 2016.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State shall issue payment to Campus within 30 days

of receipt. The final billing must be received by the State no more than 60 days after the grant completion date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	33,324	0	33,324
2. Employee Fringe Benefits	8,672	0	8,672
3. Travel	200	0	200
4. Supplies and Services	4,837	0	4,837
5. Equipment	0	0	0
6. Subaward/Contractual	0	0	0
7. Facilities & Admin Costs	17,966	0	17,966
 Total Project Costs:	 \$65,000	 0	 \$65,000

- H. Funding Credit: An appropriate funding credit and logos of U.S. Environmental Protection Agency and the New Hampshire Department of Environmental Services shall appear on all materials intended for public distribution. The funding credit shall be: "This project was funded by the U.S. Environmental Protection Agency through the National Coastal Condition Assessment and the Performance Partnership Grant with the New Hampshire Department of Environmental Services."

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 .