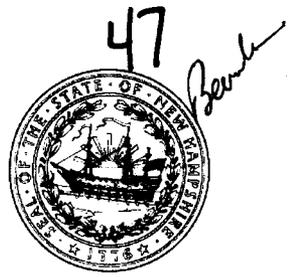




The State of New Hampshire **JAN30'15 PM12:32 DAS**
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

January 20, 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 **retroactively** amend a Cooperative Project Agreement (PO# 1038550) with the University of New Hampshire (VC #177867-B046) to complete the *Support for PREP Monitoring Plan* Project by changing the completion date to June 30, 2015 from December 31, 2014, effective upon Governor and Council approval through June 30, 2015. The original agreement was approved by G&C on April 9, 2014, Item # 58. No additional funding is requested in this amendment. 72% Federal Funds, 28% General Funds.

EXPLANATION

The Department of Environmental Services (DES) is requesting approval of this **retroactive** amendment to allow the University of New Hampshire (UNH) additional time to complete the agreed upon scope of services. The additional time is necessary due to unforeseen delays in the need to purchase enabling hardware and software and to process recently collected buoy data. The amendment request is retroactive because the most recently collected data was not available in a timely fashion and the hardware did not arrive at the expected time. Finally, it was determined by UNH very late in the project that the quality control for the new data needed to be automated.

The Department of Environmental Services (DES) entered into this Cooperative Project Agreement with the Piscataqua Region Estuaries Partnership (PREP) program at UNH 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. In this project, PREP will be analyzing high-frequency data collected at the Great Bay Coastal Buoy and measuring toxic contaminants in the tissues of shellfish. These studies will help to understand 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. To date PREP has not drawn down any of the funds (\$8,261) allocated to this agreement.

The amendment 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

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 **4/9/14**, item # **58**, for the Project titled "**Support for PREP Monitoring Plan**," 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 **12/31/14** with the revised Project End Date of **06/30/15**, and Exhibit A, article B is revised to replace the Project Period of **G&C approval – 12/31/14** with **04/09/14 – 06/30/15**.
- Article C. is amended to add 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 increase 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 #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: *[Signature]* 11/28/15

As to form substance & execution
**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: *[Signature]*
 Title: Sr. AAG
 Signature and Date: *Laura J. Neethor* 11/28/2015

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

Name: Thomas S. Burack
 Title: Commissioner
 Signature and Date: *[Signature]* 11/20/2015

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

Name: _____
 Title: _____
 Signature and Date: _____

EXHIBIT A

- A. Project Title:** Support for PREP Monitoring Plan
- B. Project Period:** April 9, 2014 - June 30, 2015
- C. Objectives:** The objective of this project is to support the PREP Monitoring Plan by providing funds for: (1) a computer programmer to organize and make available data from the Great Bay Coastal Buoy, and (2) laboratory analyses of oyster and clam samples from the Piscataqua Region estuaries.

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

Task 1. Great Bay Coastal Buoy Computer Programming.

Campus shall hire a qualified computer programmer to perform 5 days of work to organize data collected by the Great Bay Coastal Buoy between 2005 and 2013. The deliverable for this work shall be datafiles that summarize the buoy measurements in a flat file format compatible with Microsoft Excel 10.

The State shall provide funding for the project in the amount of \$2,261. These funds will leverage \$6,000 of PREP funds that will support additional programming activities. Campus will not be required to document any non-federal matching funds for this project.

Task 2. Laboratory Analyses for Gulfwatch

Campus shall arrange for three shellfish samples to be analyzed for toxic contaminants by the Battelle Laboratory in Duxbury, Massachusetts. The price per sample, including facilities and administration costs, will be \$1,973. The total cost of the analyses will be \$5,919. The State shall be responsible for collecting the samples. The deliverable for this task are the laboratory results for three shellfish samples.

The State shall provide funding for the project in the amount of \$5,919. The State authorizes Campus to use these funds as non-federal matching funds for PREP.

E. Deliverables Schedule: Reports. Campus Project Director shall submit a Final Report in electronic format for each task. Each Final Report shall include all deliverables for the task.

The Final Report for Task 1 is due by June 30, 2015, unless otherwise authorized by the State.

The Final Report for Task 2 is due by June 30, 2015, unless otherwise authorized by the State.

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.

Phil Trumble



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 12, 2014

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

APPROVED G & C

DATE 4/9/14
ITEM # 58

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-B046) in the amount of \$8,180 to complete the *Support for PREP Monitoring Plan* Project, effective upon Governor and Council approval through December 31, 2014. 72% Federal Funds 28% General Funds.

Funding is available in the account as follows:

	<u>FY 14</u>
03-44-44-442010-3642-072-500573	\$2,261
Dept. Environmental Services, Coastal Zone Management, Grants-Federal	
03-44-44-442010-1523-102-500731	\$5,919
Dept. Environmental Services, Shellfish Protection Program, Contracts for Program Services	

EXPLANATION

The Department of Environmental Services (DES) requests approval to enter into 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. In 2014, PREP will be analyzing high-frequency data collected at the Great Bay Coastal Buoy and measuring toxic contaminants in the tissues of shellfish. These studies will help to understand 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 \$14,180. DES will contribute \$8,180 through this agreement. The University of New Hampshire will contribute \$6,000 to the project. 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 **12/31/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Support for PREP Monitoring Plan

- 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 \$8,180 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

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

G. Check if applicable

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

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.

State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

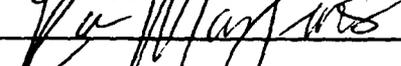
By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:



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

Name: *Evan Mulholland*

Title: *AAG*

Signature and Date:

 3-17-14

By An Authorized Official of:

Department of Transportation

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:

 3/17/14

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Support for PREP Monitoring Plan
- B. Project Period:** Governor and Council approval through December 31, 2014
- C. Objectives:** The objective of this project is to support the PREP Monitoring Plan by providing funds for: (1) a computer programmer to organize and make available data from the Great Bay Coastal Buoy, and (2) laboratory analyses of oyster and clam samples from the Piscataqua Region estuaries.
- D. Scope of Work:** Campus shall complete the following tasks:

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Campus shall hire a qualified computer programmer to perform 5 days of work to organize data collected by the Great Bay Coastal Buoy between 2005 and 2013. The deliverable for this work shall be datafiles that summarize the buoy measurements in a flat file format compatible with Microsoft Excel 10.

The State shall provide funding for the project in the amount of \$2,261. These funds will leverage \$6,000 of PREP funds that will support additional programming activities. Campus will not be required to document any non-federal matching funds for this project.

Task 2. Laboratory Analyses for Gulfwatch

Campus shall arrange for three shellfish samples to be analyzed for toxic contaminants by the Battelle Laboratory in Duxbury, Massachusetts. The price per sample, including facilities and administration costs, will be \$1,973. The total cost of the analyses will be \$5,919. The State shall be responsible for collecting the samples. The deliverable for this task are the laboratory results for three shellfish samples.

The State shall provide funding for the project in the amount of \$5,919. The State authorizes Campus to use these funds as non-federal matching funds for PREP.

- E. Deliverables Schedule: Reports.** Campus Project Director shall submit a Final Report in electronic format for each task. Each Final Report shall include all deliverables for the task.

The Final Report for Task 1 is due by September 30, 2014, unless otherwise authorized by the State.

The Final Report for Task 2 is due by December 31, 2014, unless otherwise authorized by the State.

- 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	Task 1 (Federal dollars)	Task 2 (State dollars)	Total
1. Salaries & Wages	\$1,277	\$0	\$1,277
2. Employee Fringe Benefits	\$607	\$0	\$607
3. Travel	\$0	\$0	\$0
4. Supplies and Services	\$0	\$4,932.50	\$4,933
5. Equipment	\$0	\$0	\$0
6. Facilities & Admin Costs	\$377	\$986.50	\$1,364
Totals	\$2,261	\$5,919	\$8,180
Leveraged Funds from UNH*	\$6,000	\$0	\$6,000
Project Totals	\$8,261	\$5,919	\$14,180

* these funds will not be tracked or reported as cost share

G. Other:

Funding Credit: An appropriate funding credit and logo of NHDES and NOAA 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 .

**Attachment A
Budget Estimate**

Budget Item	Grant (Acct 3642)	Grant (Acct 1523)	Total
Salaries & Wages	\$1,277	\$0	\$1,277
Indirect cost of salary	\$607	\$0	\$607
Supplies	\$0	\$0	\$0
Travel and Training	\$0	\$0	\$0
Contractual	\$0	\$4,932.50	\$4,933
Construction	\$0	\$0	\$0
Facilities and Administration	\$377	\$986.50	\$1,364
Total	\$2,261	\$5,919	\$8,180
Leveraged Funds from UNH	\$6,000	\$0	\$6,000
Project Totals	\$8,261	\$5,919	\$14,180