



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

September 8, 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 **Retroactive, Sole Source** agreement with the University of New Hampshire (VC #177867-B046), Durham, NH, in the amount of \$65,000 to complete the *Support for the Piscataqua Region Monitoring Collaborative* project, effective as of July 1, 2015 through December 31, 2016. 23% Federal Funds, 77% Clean Water State Revolving Fund.

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY 16</u>
03-44-44-442010-3642-072-500573	\$15,000
Dept. Environmental Services, Coastal Zone Management, Grants-Federal	
03-44-44-441018-4788-102-500731	\$50,000
Dept. Environmental Services, CWSRF Loan Management, Contracts for Program Services	

**EXPLANATION**

The Department of Environmental Services (DES) requests approval to enter into a **Retroactive, Sole Source** Cooperative Project Agreement with the Piscataqua Region Estuaries Partnership (PREP) program at the University of New Hampshire. The agreement is retroactive due to staff turnover at PREP and analysis of the impact of the reduced budget from the Continuing Resolution by DES, both of which delayed the start of the contracting process. PREP was selected for this project because it has unique expertise in conducting monitoring and research in the State's estuaries. Each year, PREP monitors conditions in the estuaries to track trends in water quality, habitats, and land use. This is the third year PREP will be coordinating the monitoring collaborative. This focus on monitoring combined with PREP's programmatic efforts involving federal, state, and local government, non-governmental organizations, businesses, and the public to improve the environmental quality of the State's estuaries make them uniquely qualified for this effort.

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 the 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

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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.

Due to the success of this program in 2013 and 2014, DES would like continue the support of the collaborative monitoring effort in 2015. In 2015, the monitoring priorities for the Piscataqua Region Monitoring Collaborative are macroalgae trends and eelgrass condition. 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 \$65,000. DES will contribute \$65,000 through this agreement, \$15,000 from the New Hampshire Coastal Program and \$50,000 from the Clean Water State Revolving Fund.

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.

  
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 **12/31/16**. 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: **PREP Eelgrass & Algae Monitoring**

D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Steve Couture  
Address: Coastal Program  
Dept. of Environmental Services  
222 International Drive, Suite 175  
Portsmouth, NH 03801  
Phone: 559-0027

**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: Matt Wood  
Address: Watershed Management Bureau  
Dept. of Environmental Services  
29 Hazen Drive  
Concord, NH 03301  
Phone: 271-8868

**Campus Project Director**

Name: Rachel Rouillard  
Address: University of new Hampshire  
PREP  
Nesmith Hall  
Durham, NH 03824  
Phone: 603-862-3948

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. **NA15NOS4190089** from **NOAA** 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: *[Signature]* 8/17/15

**By An Authorized Official of:**  
**Department of Environmental Services**  
Name: Thomas S. Burack  
Title: Commissioner  
Signature and Date: *[Signature]* 9/9/2015

**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]* 9/11/15

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

## EXHIBIT A

- A. Project Title:** PREP Eelgrass & Algae Monitoring
- B. Project Period:** 07/01/15 - 12/31/16
- C. Objectives:** Campus will (1) map eelgrass habitat in the Great Bay Estuary in 2015 using low-altitude, aerial photography; and monitor percent cover and biomass at sites throughout the Bay and, intensively, at the SeagrassNet site in Great Bay. (2) Continue previous work tracking changes in macroalgae populations to better understand how changes in the environmental conditions of Great Bay Estuary affect biodiversity in the Bay.
- D. Scope of Work:** Campus will:
- (1) Map eelgrass habitat in the Great Bay Estuary using low-altitude, aerial photography; and monitor percent cover and biomass at sites throughout the Bay and, intensively, at the SeagrassNet site in Great Bay
  - (2) Re-occupy macroalgal established monitoring sites
  - (3) Collect data on macroalgal cover as well as biomass
  - (4) Analyze data and prepare a report
  - (5) Work with State and other partners as necessary to review the existing Quality Assurance Project Plan (QAPP) and update the QAPP as necessary for 2016 sampling season.

Ground truth surveys will establish the bed boundaries in several places, identifying the deep edge of some eelgrass beds. The project will include conducting eelgrass percent cover assessments by boat for a sufficient number of sites to verify eelgrass cover derived from the aerial photography.

Campus will use the areal eelgrass information, the percent cover classifications, and SeagrassNet data to calculate the eelgrass biomass present in Great Bay proper. The biomass results will be based on cover classifications from the 2015 eelgrass ground truth sampling, and from recent SeagrassNet data.

- E. Deliverables Schedule:** The Eelgrass final work product will be ArcGIS files of eelgrass distribution throughout the Great Bay Estuary in 2015, all necessary documentation/metadata for the ArcGIS files, and a final report describing the results and any deviations from the protocols established in the QAPP, submitted to State. A secondary work product will be improved QAPP(s) for both aerial monitoring and groundtruthing as well as biomass assessment and SeagrassNet protocols for 2016.

Campus shall submit a progress report on the Macroalgal Monitoring in the Great Bay to the State by January 10, 2016 (one printed copies and one electronic version), and a Final report documenting the results of the data collection and compare with the previous years' results June 10, 2016.

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

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	44,296	0	44,296
2. Employee Fringe Benefits	7,478	0	7,478
3. Travel	250	0	250
4. Supplies and Services	2,142	0	2,142
5. Equipment	0	0	0
6. Facilities & Admin Costs	10,834	0	10,834
Subtotals	65,000	0	65,000
Total Project Costs:			65,000

- G. **Funding Credit.** An appropriate funding credit and PREP logo shall appear on all materials intended for public distribution. In addition, all final work products and outreach materials associated with the work for the items above shall include the NOAA, NHCP and DES logos. All work products and outreach materials shall state that “This project was funded, in part, by NOAA’s Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program.” Examples of final work products and outreach materials include, but are not limited to, final reports, press releases, newsletter articles, website pages, and signage.

## 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**

<b>Budget Item</b>	<b>State Funding</b>	<b>Match</b>	<b>Total</b>
Salaries & Wages	\$44,296.00	\$0.00	\$44,296.00
Employee Fringe Benefits	\$7,478.00	\$0.00	\$7,478.00
Travel	\$250.00	\$0.00	\$250.00
Supplies	\$2,142.00	\$0.00	\$2,142.00
Equipment	\$0.00	\$0.00	\$0.00
Facilities and Administrative Costs	\$10,834.00	\$0.00	\$10,834.00
<b>Subtotals</b>	<b>\$65,000.00</b>	<b>\$0.00</b>	<b>\$65,000.00</b>
In-Kind Contribution			\$0.00
<b>Total Project Cost</b>			<b>\$65,000.00</b>