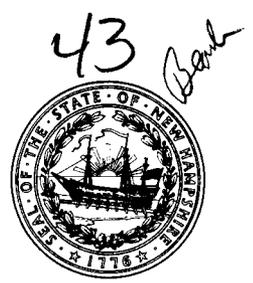




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 21, 2015

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

REQUESTED ACTION

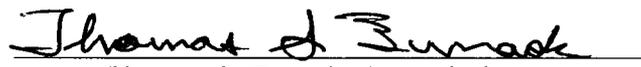
Authorize the Department of Environmental Services to enter into a **retroactive** Memorandum of Agreement with the University of New Hampshire, Sponsored Programs Administration (UNH), (VC #177867-B046) Durham, NH in the amount of \$180,000 to support implementation of the Piscataqua Region Estuaries Partnership's (PREP's) management plan and monitoring plan, effective upon Governor and Council approval through June 30, 2016. 100% Other Funds.

EXPLANATION

The MOA request is **retroactive** due to unforeseen delays at UNH with drafting and executing the agreement. The agreement was signed by UNH on July 16, 2015 and subsequently delivered to DES following the start of the period of performance on July 1, 2015. 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 the U.S. Environmental Protection Agency (EPA). The University of New Hampshire, which received an EPA grant for PREP, is providing funds to the Department of Environmental Services (DES) 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 July 1, 2015 through June 30, 2016.

DES 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 \$180,000.00. The University of New Hampshire will contribute \$30,000 through this agreement. These funds will be accounted for in Account 03-44-44-442010-1514. DES will contribute up to \$150,000.00 in matching funds through its funding of DES Wetland Fees program (Account 03-44-44-442010-3855).

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


Thomas S. Burack, Commissioner

Agreement No. 15-034

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

RECITALS

University is the recipient of Grant No. CE991711190 (CFDA No. 66.456) ("Prime Agreement") from the Environmental Protection Agency ("Federal Awarding Agency") (a.k.a. "Government").

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 from July 1, 2015 through June 30, 2016. 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, Ted Diers, 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 \$30,000. 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 \$30,000 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:

- OMB Circular A-21: Institutions of higher education
- OMB Circular A-87: State, Local and Federally Recognized Indian Tribal Governments
- OMB Circular A-122: Nonprofit organizations
- 45 CFR 74, Appendix E: Hospitals
- 48 CFR Subpart 31.2: For-Profit (commercial) organizations

Fringe benefits and indirect costs will be reimbursed in accordance with Subcontractor's most recent negotiated rate agreement and 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.

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 at least quarterly but not more frequently than monthly. 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. 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 60 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 OMB Circular A-133 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. 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 OMB Circular A-133. 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, within 90 days of the expiration of this Agreement, provide a final programmatic report to the University project director, and, for multi-year projects, Subcontractor shall provide an annual progress report to the University project director no later than 30 days **prior** to the Agreement's anniversary date. Subcontractor's reports will include copies of all reprints, conference papers, etc. resulting from work funded under this Agreement. University's project director is entitled to request submission of additional progress reports on a schedule agreeable to Subcontractor's project director.

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.

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:

Susan Sosa
Sr. Grant & Contract Administrator
Sponsored Programs Administration
51 College Road, Service Building
Durham, NH 03824
603-862-4848; susan.sosa@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."

(Agreements in excess of \$100,000)

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.).

(Agreements of \$100,000 or more)

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.

(When Prime Agreement does not contain regulations governing the use of human and animal subjects)

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.

(For construction or repair agreements in excess of \$2000)

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").

(When required by Federal legislation, for construction agreements over \$2000)

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").

(All construction agreements in excess of \$2000 and all other agreements in excess of \$2500 that involve the employment of mechanics or laborers) 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.

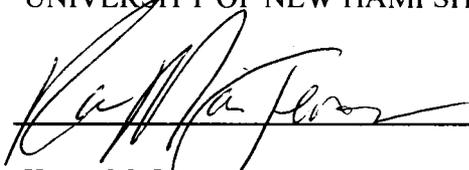
IN WITNESS WHEREOF, The University of New Hampshire and the New Hampshire Department of Environmental Services have executed this Agreement.

By An Authorized Official of:

By An Authorized Official of:

UNIVERSITY OF NEW HAMPSHIRE

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES



Karen M. Jensen



Name: Thomas S. Burack

Manager, Sponsored Programs
Administration

Title: Commissioner

Date: 7/16/15

Date: 8/7/2015

Inter-Department Communication

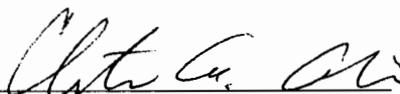
DATE: August 25, 2015

FROM: Christopher G. Aslin **AT (OFFICE)** Department of Justice
Assistant Attorney General Environmental Protection Bureau

SUBJECT: Memorandum of Agreement with the University of New Hampshire

TO: Matt Wood, Environmentalist III
Department of Environmental Services

Please note that the Office of the Attorney General has reviewed this contract and approves it for form, substance, and execution only.



Christopher G. Aslin

/cmc
Attachments

**EXHIBIT I
SUBAWARD AGREEMENT**

Statement of Work

(see attached)

EXHIBIT I

PROJECT TITLE: 2015 PREP-DES Program Implementation

PROJECT PERIOD: July 1, 2015 – June 30,, 2016

OBJECTIVE:

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

WORK TASKS

Task 1. MONITORING AND TECHNICAL PROGRAM ASSISTANCE

DES will employ technical staff to support monitoring and project implementation activities for PREP in 2015, including technical support for the PREP Coastal Scientist. 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 amount of hours paid to DES by PREP per this agreement.

DES will undertake the following subtasks:

A. Provide Technical Program Assistance – DES staff will analyze datasets related to water quality, shellfish quality, land use, wildlife abundance, and others as needed for PREP initiatives. DES staff may also manage PREP projects or grants and participate in the development of technical outreach products. (Time Estimate: 50 days)

PREP 2015.A.1 – Environmental Data Analyses and Quality Assurance
Specific tasks may include analysis and QA of water quality and other data sets and habitat studies and reports.

PREP 2015.A.2 – Geographic Information Systems Analyses
Specific tasks may include making maps, updating maps, maintaining data layers, geospatial analyses, and developing metadata.

PREP 2015.A.3 – Technical Reports
Assist in the development of technical reports for the Great Bay and Hampton-Seabrook estuaries by providing data and expertise on methodology.

B. Assist in implementation of the PREP Monitoring Plan – The PREP Monitoring Plan contains a list of environmental indicators for tracking the effectiveness of PREP pollution prevention and mitigation efforts. DES technical staff will provide technical assistance to PREP in coordinating the efforts of multiple monitoring programs in order to obtain the data needed to track the priority indicators. (Time Estimate: 25 days)

PREP 2015.B.1 - Conduct Annual Quality Assurance Audit of the PREP Monitoring Program

PREP 2015.B.2 - Prepare Coastal Monitoring Data for Indicators

Specific tasks may include obtaining, formatting, and quality assuring datasets from NH Fish and Game, UNH, Great Bay National Estuarine Research Reserve, and other PREP partners.

PREP 2015.B.3 – Manage Gulfwatch Sampling in 2015

Specific tasks may include managing the collection of shellfish samples from PREP stations, preparing a sampling summary report, and coordinating shipment of samples to laboratory.

PREP 2015.B.4 – Comprehensive Monitoring and Research Program for the Piscataqua Region Estuaries

Specific tasks may include participation in coordination meetings with monitoring partners, developing clear research questions, and developing detailed proposals or quality assurance project plans.

Total DES Time Estimate: 75 days

Task 2. DES SHELLFISH PROGRAM

DES will conduct its routine and emergency sampling programs consistent with the NSSP, test for paralytic shellfish poisoning, and conduct other surveys or assessments necessary to classify and maintain growing waters.

ANALYTICAL METHODS

All laboratory analyses will be conducted according to applicable EPA methods. All analyses will meet EPA-required Quality Assurance/Quality Control standards.

DATA MANAGEMENT

DES will maintain all water quality data and field observations in digital and hard copy. Data records and management will be consistent with data management guidelines developed by PREP. DES will be responsible for ensuring that such guidelines are followed and that data collected as part of this Agreement are made available to any cooperating agency upon request.

REPORTING

Final reports must follow the format to be specified by PREP.

FUNDING CREDIT

Reports of activities or analyses conducted with funding through this Agreement shall cite funding from PREP consistent with guidelines provided by PREP.

PREP will provide funding not to exceed **\$30,000** for the DES technical staff to complete activities described above. Budget is as follows:

Personnel	Benefits	Indirect	Other (DAS)	Travel	Total
16,600	10,002	1,115	1,415	868	30,000

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. The non-federal match will be provided by fee-funded salary and benefits of coastal watershed wetland permitting and enforcement staff based out of the NHDES Pease office. 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 II
SUBAWARD AGREEMENT**

Budget

(see attached)

**Attachment A
Budget Estimate**

Budget Items	Total Reimbursable (Monitoring and Technical Program Assistance)	Total Matching* (DES Wetland Fees Program)	Total
Personnel	\$16,600.00	Allocation TBD	
Benefits	\$10,002.00	Allocation TBD	
Indirect	\$1,115.00	Allocation TBD	
Other (DAS)	\$1,415.00	Allocation TBD	
Travel	\$868.00	Allocation TBD	
Total	\$30,000.00	\$150,000.00	\$180,000.00

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

**EXHIBIT III
SUBAWARD AGREEMENT**

Terms and Conditions

(see attached)

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 99171119	DATE OF AWARD
			MODIFICATION NUMBER: 0	09/05/2014
			PROGRAM CODE: CE	MAILING DATE
			TYPE OF ACTION	09/12/2014
RECIPIENT TYPE: State Institution of Higher Learning			PAYMENT METHOD: ASAP	ACH# 5072
RECIPIENT: University of New Hampshire 51 College Road Durham, NH 03824-3585 EIN: 02-6000937			Send Payment Request to: U.S. EPA Las Vegas Finance Center 4220 South Maryland Parkway, Building C, Suite 503 Las Vegas, NV 89119 Tel: (702) 798-2406 Fax: (702) 798-2423 LVFC-grants@epa.gov	
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 Brochi 5 Post Office Square, Suite 100, OEP06-1 Boston, MA 02109-3912 E-Mail: Brochi.Jean@epamail.epa.gov Phone: 617-918-1538	EPA GRANT SPECIALIST Brian Tocci Grants Management Office, OARM16-2 E-Mail: Tocci.Brian@epa.gov Phone: 617-918-1979
PROJECT TITLE AND DESCRIPTION Piscataqua Estuaries Partnership Year 19 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. Implementation of Year 19 of the PREP CCMP.				
BUDGET PERIOD 10/01/2014 - 12/31/2016	PROJECT PERIOD 10/01/2014 - 12/31/2016	TOTAL BUDGET PERIOD COST \$1,076,000.00	TOTAL PROJECT PERIOD COST \$1,076,000.00	
NOTICE OF AWARD				
Based on your Application dated 07/30/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$538,000. EPA agrees to cost-share <u>50.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$538,000. 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 statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and 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 & Resource Management Fred Weeks - Award Official delegate				DATE 09/05/2014

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 538,000	\$ 538,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 181,062	\$ 181,062
State Contribution	\$	\$ 150,000	\$ 150,000
Local Contribution	\$	\$ 206,938	\$ 206,938
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 1,076,000	\$ 1,076,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.456 - National Estuary Program	Clean Water Act: Sec. 320	40 CFR PTS 30 & 35 SUBPT P

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1401LZC027	1415	B	01L	202B89	4183			538,000
									538,000

Administrative Conditions

1. GENERAL ADMINISTRATIVE TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc_jan_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

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.

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 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.

Current Fair Share Objective/Goal

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 **New Hampshire Department of Environmental Services** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

New Hampshire	MBE	WBE
Combined Goals	1.45%	6.62%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

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.

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

MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

- (a) there are any funds budgeted in the contractual, equipment or construction lines of the award;
- (b) \$3,000 or more is included for supplies; or
- (c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

This award meets one or more of the conditions as described above, therefore, 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.

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 within 90 days after the end of the project period.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no 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/dbe_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 Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

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. ANNUAL FEDERAL FINANCIAL REPORTING (part 30 or part 31)

Pursuant to **40 CFR 30.52(a)(1) and 30.71(a)**, EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no longer than 30 calendar days following the end of the reporting year.

Pursuant to **40 CFR 31.41(b) and 31.50 (b)**, EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no longer than 90 calendar days following the end of the reporting year.

The form is available on the internet at <http://www.epa.gov/ocfo/finservices/forms.htm>. All Federal Financial Reports must be submitted to:

**U.S. EPA Las Vegas Finance Center
4220 South Maryland Parkway, Building C, Suite 503
Las Vegas, NV 89119
Tel: (702) 798-2406
Fax: (702) 798-2423
LVFC-grants@epa.gov**

EPA may take enforcement action in accordance with 40 CFR 30.62 and 40 CFR 31.43, if recipient does not comply with these terms and conditions.

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 and potential comment on 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 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 (http://www.epa.gov/quality_qa_docs.html and <http://epa.gov/ne/lab/qa/qualsys.html>), 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)

Attachment 3B - Research Subaward Agreement

Subaward Number:

Institution/Organization ("Subrecipient")

Subrecipient Contacts

Name: New Hampshire Department of Environmental Services

Address: PO Box 95

City: Concord

State: NH

ZipCode + 4: 03302-0095

EIN No.: 02-6000618

Institution Type: State Government

Is the Performance Site the Same Address as Above? Yes No

If no, is the Performance Site the same as PI address below? Yes No

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Subrecipient currently registered in CCR? Yes No

DUNS No.: 0428280250000

Parent DUNS No.:

Is Subrecipient exempt from reporting compensation? Yes No

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Congressional District:

1

Congressional District:

Administrative Contact

Name: Matt Wood

Address: Same as above

City:

State:

ZipCode:

Telephone: 603-271-6686

Fax:

Email: matthew.wood@des.nh.gov

Principal Investigator

Name: Ted Diers

Address: Same as above

City:

State:

ZipCode:

Telephone: 603-228-8488

Fax:

Email: ted.diers@des.nh.gov

Financial Contact

Name: Michael Bradley

Address: Same as above

City:

State:

ZipCode:

Telephone: 603-271-2413

Fax:

Email: michael.bradley@des.nh.gov

Authorized Official

Name: Susan Carlson

Address: Same as above

City:

State:

ZipCode:

Telephone: 603-271-1881

Fax:

Email: susan.carlson@des.nh.gov

Attachment 3B - Research Subaward Agreement
Page 2 - Place of Performance & Highest Compensated Officers

Subaward Number: _____

Institution/Organization ("Subrecipient")

Name: New Hampshire Department of Environmental Services

Place of Performance

Name: New Hampshire Department of Environmental Services

Address: PO Box 95

City: Concord

State: NH

ZipCode + 4: 03302-0095

Telephone: 603-271-3289

Fax: _____

Email: ted.diers@des.nh.gov

Congressional District: 1

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if--

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is subaward entity exempt from reporting executive compensation? Yes No If no, complete the information below.

Officer 1 Name

Officer 1 Compensation

Officer 2 Name

Officer 2 Compensation

Officer 3 Name

Officer 3 Compensation

Officer 4 Name

Officer 4 Compensation

Officer 5 Name

Officer 5 Compensation