



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

October 7, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **RETROACTIVE** Memorandum of Agreement with the University of New Hampshire (UNH), Sponsored Programs Administration, (VC #315187-B083) Durham, NH in the amount of \$215,000 to support implementation of the Piscataqua Region Estuaries Partnership (PREP) management plan and monitoring plan, effective as of July 1, 2020 through June 30, 2021, upon Governor and Council approval. 100% Wetland Fee Funds.

EXPLANATION

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 United States Environmental Protection Agency (EPA). UNH, which received an EPA grant for PREP, is providing funds to the NHDES to conduct activities to assist PREP in implementing specific actions outlined in its management plan, monitoring plan, and annual work plan. This request is **RETROACTIVE** because the budget period for the subaward began on July 1, 2020 and neither UNH nor NHDES could process the documents before the start of the grant period because of issues arising from the COVID 19 pandemic.

NHDES 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 \$215,000. UNH will provide \$15,000 to NHDES through this agreement. These funds will be placed in Account 03-44-44-442010-1514. NHDES will contribute up to \$200,000 in in-kind match through its funding of NHDES Wetland Fees program staff (Account 03-44-44-442010-3855), there is no cash match.

This agreement has been approved by the Office of Attorney General as to form, substance and execution.

We respectfully request your approval.


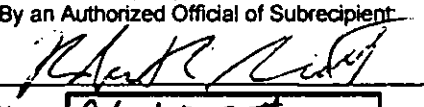

Robert R. Scott, Commissioner

FDP Cost Reimbursement Research Subaward Agreement

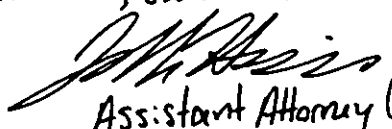
Federal Awarding Agency: Environmental Protection Agency (EPA)	
Pass-Through Entity (PTE):	Subrecipient:
University of New Hampshire	New Hampshire Department of Environmental Services
PTE PI: Rachel Rouillard	Sub PI: Steve Couture
PTE Federal Award No: CE-99171124	Subaward No: L0100
Project Title: NHDES Subaward FY20 - FY21	
Subaward Period of Performance (Budget Period):	
Start: 07/01/2020	End: 06/30/2021
Amount Funded This Action (USD): \$ 15,000.00	
Estimated Project Period (if incrementally funded):	
Start:	End:
Incrementally Estimated Total (USD): \$	

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget. Bilateral Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:  Name: Karen Jensen Title: Director, Pre-Award Date: 10/30/20	By an Authorized Official of Subrecipient:  Name: Robert R. Scott Title: Commissioner, NHDES Date: 11/2/20
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As to form, substance, and execution:


 Assistant Attorney General
 FDP Sept 2017
 11/16/2020

Attachment 1
Certifications and Assurances

Subaward Number:

L0100

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
L0100

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date	FAIN	CFDA No.
CFDA Title		
Key Personnel Per NOA		

This Subaward Is:

- Research & Development Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200 and 2 CFR 1500
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
 except for the following:
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

- Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and .

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms

1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an interconnection Service Agreement between the subrecipient and EPA.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:
L0100

PTE Information

Entity Name: University of New Hampshire
Legal Address: University of New Hampshire
Office of Sponsored Programs
Service Building, 51 College Road
Durham, NH 03824
Website: <https://www.unh.edu/research/>

PTE Contacts

Central Email: spa.subawards@unh.edu
Principal Investigator Name: Rachel Rouillard
Email: Rachel.Rouillard@unh.edu Telephone Number: (603) 862-3948
Administrative Contact Name: Jennifer Taylor-Hillebrand
Email: Jennifer.Taylor-Hillebrand@unh.edu Telephone Number: (603) 862-5834
COI Contact email (if different to above):
Financial Contact Name: Linda Tibbetts
Email: linda.tibbetts@unh.edu Telephone Number: (603) 862-3048
Email invoices? Yes No Invoice email (if different):
Authorized Official Name: Same as Administrative Contact
Email: Telephone Number:

PI Address:

University of New Hampshire
Marine Sciences & Ocean Engineering
Nesmith Hall
Durham, NH 03824

Administrative Address:

University of New Hampshire
Sponsored Programs Administration
Service Building, 51 College Road
Durham, NH 03824

Invoice Address:

University of New Hampshire
Earth Systems Research Center
Room 360, Morse Hall
Durham, NH 03824

Attachment 3B**Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

L0100

Subrecipient Information for FFATA reportingEntity's DUNS Name: EIN No.: Institution Type: DUNS: Currently registered in SAM.gov: Yes No
Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*Parent DUNS: *This section for U.S. Entities:* Zip Code Look-up
Congressional District: Zip Code+4: **Place of Performance Address****Subrecipient Contacts**Central Email: Website: Principal Investigator Name: Email: Telephone Number: Administrative Contact Name: Email: Telephone Number: Financial Contact Name: Email: Telephone Number: Invoice Email: Authorized Official Name: Email: Telephone Number: **Legal Address:****Administrative Address:****Payment Address:**

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

L0100

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.
- Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is automatic

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional cost sharing requirements included below:

Other Special Reporting Requirements:

Funding Credit:

Reports of activities or analyses conducted with funding through this Agreement shall cite funding from Federal Awarding Agency consistent with guidelines provided by University.

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
L0100

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="2.53"/> %	Cost Sharing <input type="text" value="Yes"/>
Rate Type: <input type="text" value="Modified Total Direct Costs"/> <input type="text"/>	If Yes, include Amount: \$ <input type="text" value="200,000.00"/>

Budget Details Below Attached, pages

Budget Totals

Direct Costs \$
Indirect Costs \$
Total Costs \$

All amounts are in United States Dollars

Scope of Services and Budget for the NHDES Subaward

(Effective July 1, 2020 through June 30, 2021)

WORK TASKS

NHDES staff will support PREP through technical assistance and document review, as well as data access and management activities in calendar years 2020-2021. NHDES' support will include technical support for the PREP Coastal Science Program Manager and the PREP Science and Monitoring Program. Work in support of technical assistance and any deliverables shall not exceed the total dollar amount paid to NHDES by PREP per this agreement.

NHDES will undertake the following subtasks in support of PREP's science and technical program:

1. Technical Assistance and Review

- a. NHDES staff will aid in the review and analysis of datasets related to water quality and biological resources (e.g., seagrass, seaweed, etc.) as needed for PREP initiatives.
- b. DES staff will also provide technical review, training and advice on QA procedures.
- c. Facilitate upload of data to NHDES' Environmental Monitoring Database (EMD), and ensure data is uploaded into EPA's database.
- d. Assist in the development and review of technical reports for the Great Bay and Hampton-Seabrook estuaries by providing data from NHDES' EMD and expertise on methodology.

2. Geographic Information Systems Support

- a. Specific tasks may include making maps, updating maps, and management of GIS data layers.

3. Prepare Coastal Monitoring Data for PREP Indicators

- a. Specific tasks may include providing data and expertise as PREP undertakes development of an Integrated Research and Monitoring Plan.
- b. Begin working with PREP to add new datasets (e.g., SeagrassNet data; aerial distribution of eelgrass data, etc.) to the Environmental Monitoring Database (EMD), dependent on availability of IT resources.

4. Comprehensive Monitoring and Research and Data Management for the Piscataqua Region Estuaries

- a. Participation in coordination meetings with monitoring partners, TAC meetings, providing technical assistance with the development of clear research questions, providing technical assistance with the development of proposals and/or quality assurance project plans.
- b. Assist in development and implementation of the PREP Integrated Research and Monitoring Plan – This Plan will contain a list of important monitoring and research questions for tracking the effectiveness of pollution prevention and mitigation efforts. NHDES will also work in coordination with PREP to develop work scope and budget for the Piscataqua Region Monitoring Collaborative (PRMC) annual monitoring effort.

Personnel (Class 10, 18, 50, 59)	\$8,535
Benefits (Class 42 and 60)	\$5,286
Travel (Class 66, 70 and 80)	\$0
Equipment (Class 30) -only above 5k	\$0
Supplies (Class 20 & 30<5k)	\$0
Contractual (Class 72,102)	\$0
Other Costs (Class 22,26,27,28,48, 41,49 + supplies, Class 40 DAS)	\$829
Indirect Costs (Class 40)	\$350
Total	\$15,000
Match Funds to be provided from NHDES to PREP	\$200,000

Matching Funds

NHDES will provide PREP with \$200,000 in non-federal matching funds.