



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 27, 2016

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, 2016 through December 31, 2017, upon G&C approval. 23% Federal Funds, 77% Clean Water State Revolving Fund.

Funding is available in the accounts as follows:

	<u>FY 17</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 University of New Hampshire. PREP was selected for this project because it has unique expertise in conducting research in the State's estuaries and it has secured additional funds needed to complete the project. PREP is a program at the University of New Hampshire involving federal, state, and local government, non-governmental organizations, businesses, and the public to improve the environmental quality of the State's estuaries. Each year, PREP monitors conditions in the estuaries to track trends in water quality, habitats, and land use. This agreement is retroactive because PREP held up signing this agreement until it had secured the necessary funding from outside sources to operate the Piscataqua Region Monitoring Collaborative (PRMC) for the upcoming year.

The PRMC 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 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, 2014 and 2015, DES would like continue the support of the collaborative monitoring effort in 2016. In 2016, the monitoring priorities for the PRMC are nitrogen 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 100% of the project costs.

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 **12/31/17**. 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 SeagrassNet Monitoring and Analysis, & Estuarine Water Quality and Nutrient Analysis**

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. **NA16NOS4190111** 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.

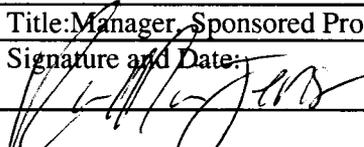
G. Check if applicable

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:

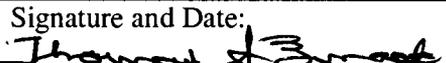
H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's 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:  7/21/16

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Christopher G. Asilo
Title: Assistant Attorney General
Signature and Date:  8/1/16

By An Authorized Official of:
Department of Environmental Services
Name: Thomas S. Burack
Title: Commissioner
Signature and Date:  7/28/2016

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

EXHIBIT A

- A. Project Title:** PREP SeagrassNet Monitoring and Analysis, & Estuarine Water Quality and Nutrient Analysis
- B. Project Period:** July 1, 2016 - 12/31/17
- C. Objectives:** Campus will (1) Monitor percent cover, biomass and overall health of eelgrass at the existing SeagrassNet monitoring site in Great Bay in 2016. (2) Process archived SeagrassNet quadrat photographs from 2007 through 2015 to look at potential changes in macroalgae cover. (3) Process and analyze water quality and nutrient samples collected throughout the Great Bay Estuary.
- D. Scope of Work:** Campus will:
- (1) Monitor percent cover, biomass and overall health of eelgrass at the SeagrassNet monitoring site in Great Bay in 2016
 - (a) Prepare an EPA approved QAPP for the SeagrassNet program
 - (2) Process the archived SeagrassNet quadrat photographs from 2007 through 2015 and create an output product that demonstrates the change in seagrass habitat between 2007 and 2015. Particular emphasis should be directed to changes in macroalgae
 - (3) Process and analyze 2016 water quality samples collected as part of the joint PREP and NERRs System-Wide Monitoring Program throughout the the Great Bay Estuary
 - (4) Analyze data and prepare individual reports for tasks 1, 1a, 2, and 3 (above)
- E. Deliverables Schedule:**
- (1) Campus shall submit a final EPA approved QAPP covering the SeagrassNet monitoring program.
 - (2) Campus shall submit a final report describing the percent cover, biomass, overall health and any deviations from the August 2006 monitoring protocols and the aforementioned EPA approved QAPP for eelgrass in 2016 at the Great Bay SeagrassNet site. The final report is due to the State by 06/30/2017.
 - (3) Campus shall submit a final report describing changes in habitat identified through the Great Bay SeagrassNet quadrat photographs from 2007 through 2015. The final report(s) are due to the State by 03/31/2017.
 - (4) Campus shall submit a final report describing the work conducted as part of the PREP/NERRs System-Wide Monitoring Program including the identification of which sites/analyses DES is covering. The final report is due to the State by 08/1/2017.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices, Campus will submit invoices to State 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. State will withhold 10% of the final invoice until the final reports, as described in section E above have been submitted.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	28,006	0	28,006
2. Employee Fringe Benefits	11,174	0	11,174
3. Travel	0	0	0
4. Supplies and Services	14,986	0	14,986
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, maps, 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 .