



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

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Robert R. Scott, Commissioner

February 15, 2019

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with the University of New Hampshire (VC #177867-B046), Durham, NH, in the amount of \$70,893 to support the Piscataqua Region Monitoring Collaborative (PRMC) project, effective upon Governor and Council approval through June 30, 2020. 21% Federal Funds, and 79% Clean Water State Revolving Funds.

Funding is available in the accounts as follows:

	<u>FY 19</u>
03-44-44-442010-3642-102-500731	\$15,000
Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services	
03-44-44-441018-4788-102-500731	\$55,893
Dept. Environmental Services, CWSRF Loan Management, Contracts for Program Services	

EXPLANATION

The Department of Environmental Services (NHDES) requests approval to enter into a Cooperative Project Agreement with the University of New Hampshire (UNH). In cooperation with Piscataqua Region Estuaries Partnership (PREP) at UNH, NHDES issued a Request for Proposals (RFP) to address this priority PRMC project. UNH was the sole respondent of the RFP and was selected for this project because it has unique and highly specialized expertise in conducting research in the State's estuaries.

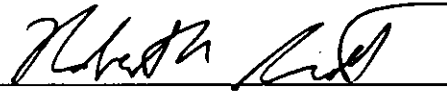
This project will continue NHDES' support for the PRMC managed by PREP. The PRMC is a project that allows communities, agencies, and organizations to combine their resources for the collaborative monitoring of New Hampshire's estuaries. The PREP program at University of New Hampshire implements the PRMC on behalf of NHDES, 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 continued success of this program since 2014, NHDES would like to continue the support of the collaborative monitoring effort in 2019. In 2019, the monitoring priorities for the PRMC are seaweed and seagrass condition. These studies will help to understand the status and trends of water quality and habitats in the estuaries. NHDES is contributing funds to this project because the data are critical for managing the State's estuaries.

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And the Honorable Council
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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.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, 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 **6/30/20**. 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: Monitoring Seaweed Abundance and Seagrass Health in 2019 in the Great Bay Estuary

- 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: Steven Couture
 Address: NH DES Coastal Program
29 Hazen Dr,
Concord NH 03301
 Phone: 603-848-2489

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: Steven Couture
 Address: NH DES Coastal Program
29 Hazen Dr,
Concord, NH 03301
 Phone: 603-848-2489

Campus Project Director

Name: David Burdick
 Address: University of New Hampshire
Natural Resources and the Environment
James Hall rm 266
Durham, NH 0382
 Phone: 603-862-5129

Campus Authorized Official [Signature]
 Date 8/11/19

F. Total State funds in the amount of \$70,893 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. **NA08NOS4190168** 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:

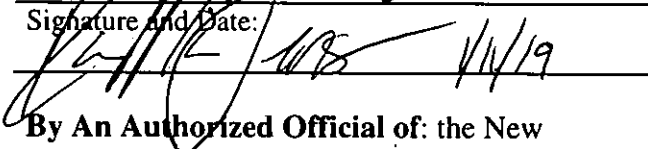
H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's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

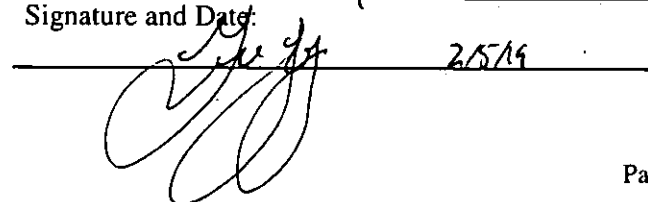
**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date: _____


_____ 1/14/19

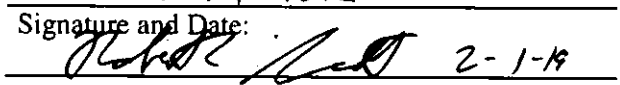
**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: Gordon P. Landrigan
Title: Assistant Attorney General
Signature and Date: _____


_____ 2/5/19

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

Name: Robert R. Scott
Title: Commissioner
Signature and Date: _____


_____ 2-1-19

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. **Project Title:** Monitoring Seaweed Abundance and Seagrass Health in the Great Bay Estuary.
- B. **Project Period:** Upon Governor and Council Approval - June 30, 2020
- C. **Objectives:** Campus will collect and analyze seaweed and seagrass for percent cover and biomass at intertidal and/or subtidal sites throughout the Great Bay Estuary
- D. **Scope of Work:** Campus will:

Seaweed Monitoring

- 1) Collect subtidal seaweed cover and biomass in August/September of 2019 [or within one month of aerial imaging, if flown] at four stations, each with three replicate points, and having a fixed number of subsamples according to the EPA approved QAPP, available online: <http://scholars.unh.edu/prep/>. In addition, plot photographs will be taken and eelgrass canopy height will be estimated from lengths of plants collected while sampling seaweed.
- 2) Sample plant coverage at five intertidal stations in July, August and October, with biomass sampled in August according to the EPA approved QAPP, available online: <http://scholars.unh.edu/prep/>. Sampling will include collection of photographs and % cover (and biomass in August) from 0.0 elevation relative to mean low water (starting at higher elevations in Great Bay proper) and increasing 0.5 m in elevation until the high tide line is reached. This results in approximately 60 plots for each sampling period (120 samples in August when paired biomass plots are collected).
- 3) Coordinate with the SeagrassNet sampling effort in Great Bay to receive and process seaweed samples from 36 quadrats on each of the three SeagrassNet sampling dates, throughout the year. These samples will be processed and analyzed in accordance with the EPA approved QAPP, available online: <http://scholars.unh.edu/prep/>. Results will include plot photographs, estimates of % cover and biomass of seaweed and be included in the data delivery and final report.
- 4) Prepare a final report documenting the methods used to monitor seaweed within the Great Bay Estuary and the results of that monitoring. The report will include the plot photographs and a comparison of the data collecting in 2019 to the data collected since 2013.

Seagrass Monitoring

- 1) Implement SeagrassNet protocols at the Great Bay monitoring site in accordance with the EPA approved QAPP, available online: <http://scholars.unh.edu/prep/>. Monitoring will include seagrass percent cover, canopy height, biomass, density, grazing, flowering and environmental variables (temperature, light and salinity) along with plot photographs and seagrass voucher specimens. Seasonal monitoring will be completed in April, July and October of 2019.
- 2) Coordinate with the seaweed sampling effort in Great Bay to collect and deliver seaweed samples from 36 quadrats on each of the three SeagrassNet sampling dates throughout the year.
- 3) Prepare a final report documenting the methods used to monitor seagrass within the Great Bay Estuary and the results of that monitoring. The report will include plot photographs

and a comparison of the data collecting in 2019 to the data collected since monitoring began in 2012. The report will also include a summary of soils samples that were collected and analyzed as part of a previous study.


E. Deliverables Schedule: Campus shall submit

- 1) Finalized (QA/QC'd) dataset(s) of the seaweed monitoring in the Great Bay Estuary. The final dataset(s) are due to the State by December 1, 2019.
- 2) QA/QC memo(s) documenting the results of quality assurance checks on the seaweed monitoring data to ensure they met data quality objectives of the EPA approved QAPP, available online: <http://scholars.unh.edu/prep/>. The final memo is due to the State by December 1, 2019.
- 3) A final ADA compliant report documenting the methods used to monitor the seaweed within the Great Bay Estuary and the results of that monitoring. The final report is due to the State by April 1, 2020.
- 4) Finalized (QA/QC'd) dataset(s) of the seagrass monitoring in the Great Bay Estuary. The final dataset(s) are due to the State by December 1, 2019.
- 5) QA/QC memo(s) documenting the results of quality assurance checks on the seagrass monitoring data to ensure they met data quality objectives of the EPA approved QAPP, available online: <http://scholars.unh.edu/prep/>. The final memo is due to the State by December 1, 2019.
- 6) A final ADA compliant report documenting the methods used to monitor the seagrass within the Great Bay Estuary and the results of that monitoring. The final report is due to the State by April 1, 2020.

F. Budget and Invoicing Instructions: Using standard Campus invoices, Campus will submit invoices to State in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Section E. Deliverable Schedule, above. Upon satisfactory completion of specific tasks, State will pay Campus within 30 days of receipt of each invoice.

- 1) Upon Governor and Council approval.....\$10,000
- 2) Upon completion and NHDES approval of Deliverable 1 & 2.....\$24,000
- 3) Upon completion and NHDES approval of Deliverable 3.....\$11,000
- 4) Upon completion and NHDES approval of Deliverable 4 & 5..... \$17,893
- 5) Upon completion and NHDES approval of Deliverable 6.....\$8,000

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$42,372	\$0	\$42,372
2. Employee Fringe Benefits	\$12,190	\$0	\$12,190
3. Travel	\$234	\$0	\$234
4. Supplies and Services	\$4,280	\$0	\$4,280
5. Equipment	\$0	\$0	\$0
6. Facilities & Admin Costs	\$11,817	\$0	\$11,817
Subtotals:	\$70,893	\$0	\$70,893
Total Project Costs:			\$70,893

Campus Authorized Official 
 Date 4/11/19

G Funding Credit: All final work products and outreach materials associated with the work for the items above shall include the NOAA, NHCP and NHDES 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 **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.** .

**Attachment A
Budget Estimate**

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$42,372	\$0	\$42,372
2. Employee Fringe Benefits	\$12,190	\$0	\$12,190
3. Travel	\$2340	\$0	\$2340
4. Supplies and Services	\$4,280	\$0	\$4,280
5. Equipment	\$0	\$0	\$0
6. Facilities & Admin Costs	\$11,817	\$0	\$11,817
Subtotals:	\$70,893	\$0	\$70,893
Total Project Costs:		\$0	\$70,893