



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



June 3, 2013

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court
and

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

[Signature] 7/10/13
Approved by Fiscal Committee Date

REQUESTED ACTIONS

1. Pursuant to RSA 14:30-a, VI, authorize DES to **RETROACTIVELY** amend the acceptance and expenditure of \$97,500 in Federal flow-through funds from the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment (USGOMA) for the implementation of a grant to fund Northeast Regional Ocean Council activities by extending the end date to June 30, 2014 from June 30, 2013, effective upon Fiscal Committee and Governor and Council approval. This award was originally approved by Fiscal Committee on April 13, 2012, item # FIS12-113. No additional funding is involved in this time extension. 100% Other (Federal flow-through) funds.
2. Authorize the Department of Environmental Services (DES) to **RETROACTIVELY** amend an existing agreement with the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment (VC# 166740) for implementation of a grant to fund Northeast Regional Ocean Council (NROC) activities, by extending the completion date to June 30, 2014 from June 30, 2013. No additional funding is involved in this time extension. The original agreement was approved by Governor and Council on May 9, 2012, Item # 71. 100% Other (Federal flow-through) funds.

EXPLANATION

This item is **RETROACTIVE** as the first scheduled Fiscal Committee meeting for the new biennium occurs after the original requested end date for this grant.

The original agreement (copy attached) provided grant funds to DES from the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment (USGOMA) to undertake two tasks. Task 1 provides staff support for the continued development of the Northeast Regional Ocean Council (NROC) as the lead regional ocean partnership for the Northeast United States and support its administration and operations over the next eighteen months. This support will improve NROC's organizational and governance capacity, strengthen its partnerships and collaborative relationships, and increase its participatory processes and communication. Task 2 provides staff support for NROC's

The Honorable Mary Jane Wallner, Chairman
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and the Honorable Council

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efforts to advance coastal and marine spatial planning in the Northeast United States through public listening sessions and workshops about future ocean use and resource issues; implementation of data protocols and development of the Northeast Regional Ocean Data Portal; obtaining information regarding recreational uses and commercial fishing through a series of discussions with constituencies; coordination and collaboration among entities engaged in marine habitat classification; and coordination and participation in a public workshop in which NROC will present spatial data regarding human activities and natural resources for public review and discussion.

We are requesting approval of this amendment to the agreement in order to have additional time to complete the agreed upon scope of work. A twelve month time extension is requested to finish these tasks. To date, DES has spent \$86,600 of the total agreement amount of \$97,500. DES will continue to conduct activities outlined in the Scope of Service and will report to USGOMA on progress made under each task.

In the event that Federal flow-through funds are not available to complete the grant, General Funds will not be requested to support this project.

The amendment has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.



Thomas S. Burack
Commissioner

**Agreement for Services with the Association of US Delegates to the Gulf of Maine Council
on the Marine Environment (USGOMA)**
Amendment No. 1

This Agreement (hereinafter called the "Amendment") is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment, acting by and through its President, W. Donald Hudson, Jr. (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to a Contract (hereinafter called the "Agreement") approved by the Governor and Council on May 9, 2012, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The Completion Date as set forth in paragraph 2, Term of Contract, of the Agreement shall be changed from June 30, 2013 to June 30, 2014.
 - (B) The Completion Dates for each Task in Appendix A, Scope of Service, Focus Area 1 shall be changed to June 30, 2014.
 - (C) The Completion Dates for each Task in Appendix A, Scope of Service, Focus Area 2 shall be changed to December 31, 2013.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

ASSOCIATION OF U.S. DELEGATES TO THE GULF OF MAINE COUNCIL ON THE MARINE ENVIRONMENT

By W. Donald Hudson, Jr.
W. Donald Hudson, Jr., President

STATE OF MAINE
COUNTY OF SACCAPEGO

On this the 8 day of April, 2013, before the undersigned officer, personally appeared W. Donald Hudson, Jr., President who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rebecca J. Clifford
REBECCA J. CLIFFORD
Notary Public, Maine
enter name notary public/JOP,select title

My Commission Expires: REBECCA J. CLIFFORD
Notary Public, Maine
My Commission Expires April 07, 2019

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By Thomas S. Burack
Thomas S. Burack, Commissioner

Approved by Attorney General this 14th day of May, 2013

OFFICE OF ATTORNEY GENERAL

By [Signature]

MAR 08 12 PM 3:15 DRS Dave Murphy



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



*Celebrating 25 Years of Protecting
New Hampshire's Environment*

March 6, 2012

APPROVED
FISCAL COMMITTEE
DATE 4/13/2012
ITEM # FIS 12-113

The Honorable Ken Weyler, Chairman
Fiscal Committee of the General Court
and

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C
DATE 5/9/2012
ITEM # 71

REQUESTED ACTIONS

1. Pursuant to RSA 14:30-a, VI, authorize the Department of Environmental Services (DES) to accept and expend \$97,500 in Federal flow-through funds from the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment (USGOMA) for implementation of a grant to fund Northeast Regional Ocean Council (NROC) activities effective upon Fiscal Committee and Governor and Council approval through June 30, 2013. 100% Other (Federal flow-through) funds. Funding is to be budgeted as follows:

Ocean Planning
03-44-44-442010-70350000
FY 2012

Class	Budget Category	Current Budget	Requested Action	Revised Budget
Income				
005-407991	Ocean Planning	\$0	\$97,500	\$97,500
Expenditures				
018-500106	Overtime	\$0	\$2,319	\$2,319
040-500800	Indirect Costs	\$0	\$3,723	\$3,723
042-500620	Additional Fringe Benefits	\$0	\$4,303	\$4,303
050-500109	Personal Services	\$0	\$55,060	\$55,060
060-500601	Benefits	\$0	\$27,902	\$27,902
070-500704	In-State Travel	\$0	\$1,400	\$1,400
080-500713	Out-of-State Travel	\$0	\$2,793	\$2,793
	TOTAL	\$0	\$97,500	\$97,500

2. Authorize the Department of Environmental Services (DES) to enter into a retroactive agreement with the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

(USGOMA) (VC# 172667) in the amount of \$97,500 for implementation of a grant to fund Northeast Regional Ocean Council (NROC) activities effective as of January 1, 2012 through June 30, 2013, upon Governor and Council approval. 100% Other (Federal flow-through) funds.

EXPLANATION

DES was awarded a grant from the Association of U.S. Delegates to the Gulf of Maine Council on the Marine Environment (USGOMA). Through this grant, DES will undertake two tasks. Task 1 will provide staff support for the continued development of the Northeast Regional Ocean Council (NROC) as the lead regional ocean partnership for the Northeast United States and support its administration and operations over the next eighteen months. This support will improve NROC's organizational and governance capacity, strengthen its partnerships and collaborative relationships, and increase its participatory processes and communication. Task 2 will provide staff support for NROC's efforts to advance coastal and marine spatial planning in the Northeast United States through (1) public listening sessions and workshops about future ocean use and resource issues; (2) implementation of data protocols and development of the Northeast Regional Ocean Data Portal; (3) obtaining information regarding recreational uses and commercial fishing through a series of discussions with constituencies; (4) coordination and collaboration among entities engaged in marine habitat classification; and (5) coordination and participation in a public workshop in which NROC will present spatial data regarding human activities and natural resources for public review and discussion. Due to the delay in receiving the Federal flow-through funds from the USGOMA, this request is retroactive back to January 1, 2012. DES did not receive the award from USGOMA prior to the start date of the award as a result of delays in their receipt of the original award from the National Oceanic and Atmospheric Administration (NOAA). This retroactive request is necessary to fulfill the terms of the agreement with USGOMA via the funds provided.

This grant does not have a matching requirement.

These grant funds are budgeted and described as follows:

Class 018 *Overtime* - To cover expected overtime hours for project implementation.

Class 040 *Indirect Costs* - To be budgeted in accordance with state guidelines.

Class 042 *Additional Fringe Benefits* - To be budgeted in accordance with state guidelines.

Class 050 *Personal Services* - The additional amount of \$55,060 will not be used for new positions. These funds are available in support of expanded or new program activities not previously budgeted. Employee support from existing DES programs will be used to conduct activities under this grant. These funds will be used to supplant funding for the following positions, which are currently budgeted:

Position #	Title	Account (03-44-44-)	Funding Mix	Amount
10026	Senior Planner	442010-36420000-010	100% Federal	\$15,200
30001	Principal Planner	442010-36420000-010	100% Federal	\$21,593
40468	Principal Planner	442010-36420000-010	100% Federal	\$5,672
16670	Executive Secretary	442010-36420000-010	100% Federal	\$2,199
18556	Administrator IV	442010-76020000-010	100% Federal	\$9,220
42177	Environmentalist IV	442010-76020000-010	100% Federal	\$1,176

Funding in the amount of \$55,060, which is budgeted for the current positions referenced above, will be either lapsed or closed to control, resulting in a net-zero increase in budgeted funds.

Class 060 *Benefits* - To cover benefit costs associated with personnel.

Class 070 *In-state Travel* - To cover travel costs to attend required meetings.

Class 080 *Out-of-State Travel* - To cover travel costs to attend required meetings.

These funds were not included in the 12/13 Operating Budget as DES did not anticipate receiving this competitive grant at that time.

In the event that the Federal flow-through funds are not available to complete the grant, General Funds will not be requested to support these projects.

We respectfully request your approval.


Thomas S. Burack, Commissioner

DEPARTMENT OF ENVIRONMENTAL SERVICES
OCEAN PLANNING
Fiscal Situation FY12
03-44-44-442010-70350000

Total Authorization	\$ 97,500.00
Less Expenditures through 6/30/11	<u>\$0.00</u>
Remaining Authorization to Budget	\$ 97,500.00
Less Current FY12 Budget Authorization	<u>\$0.00</u>
Total Available for Budgeting	\$ 97,500.00
REQUESTED ACTION	<u>\$ 97,500.00</u>
Available to Budget at a Later Date	<u><u>\$0.00</u></u>

Grant Award	Award Amount	Expenditures to 6/30/11	Balance
USGOMA	\$ 97,500.00	\$0.00	\$ 97,500.00

CONTRACT FOR SERVICES

between

Association of United States Delegates to the Gulf of Maine Council (USGOMA)

and

State of New Hampshire, Department of Environmental Services Coastal Program

for

"Northeast Regional Ocean Council Project Support"

This agreement made and entered into by and between: State of New Hampshire, Department of Environmental Services Coastal Program (hereinafter called the "Contractor"), 29 Hazen Drive, PO Box 95, Concord NH 03301-0095 and the Association of US Delegates to the Gulf of Maine Council on the Marine Environment, 84 Marginal Way, Suite 600, Portland, ME 04101-2480 (hereinafter called the "Association"). The mailing address for the Association is P.O. Box 6063, Falmouth, ME 04105.

Whereas the Association desires to enter into a Contract for Services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of the Contract to the satisfaction of the Association, therefore this Contract is entered into under the following terms and conditions:

1. **Services:** The Contractor agrees to perform the services as described in the attached, Appendix A, Scope of Services. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in the Contract for Service shall take precedence over any conflicting terms as may be attached hereto.
2. **Term of Contract:** From January 1, 2012 to June 30, 2013.
3. **Payment:**
 - A. The Association shall compensate the Contractor for services in accordance with the schedule as found in the attached, Appendix A, Scope of Services. The compensation of \$97,500 is in United States dollars.
 - B. The Contractor will be required to seek the approval of the Association for any modifications to the Budget.
 - C. As the Contractor you agree to pay your own expenses, self-employment and income taxes, and that, as a non-employee, you are not eligible for worker's compensation or other employee benefits.
 - D. Quarterly payments will be made upon submission of approved invoices based on deliverables in Appendix A and Payment Schedule in Appendix C. Approved invoices will be submitted by the 25th of each month for check-writing on the 30th. No payment shall be made for work done prior to the entry into force of this Contract.
 - E. The total of all payments made against this contract shall not exceed \$97,500 (US).
4. **Permission:** The Contractor must obtain the written permission of the Association to undertake any action not included in this Contract.
5. **Funding and Fiscal Appropriations:** The obligations of this Association under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of the funding agency to the Association of funds sufficient to discharge the Association's obligation which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties, or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The

Contractor's yearly cost, as contained herein, may not exceed the amount appropriated for said year.

6. **Termination:** The Contract may be terminated without cause by either party by given written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If the Contractor fails to fulfill his/her/its obligations, the Association may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach. The Contract and all its obligations shall be considered null and void and no further payments shall be made to the Contractor, should the Association not receive the Final Report by June 30, 2013. Should the Contract be found null and void according to the terms set forth above, the Contractor shall be notified by the Association and shall cease and desist from any further work on the Contract. Should the Contract be found null and void according to the terms set forth above, the Contractor shall return any funds received from the Association, excepting however, that funds used for and confirmed by receipts for work on the Contract may be retained by the Contractor, subject to review and approval by the Association.
7. **Obligations in Events of Termination:** Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the Association.
8. **Recordkeeping, Audit, and Inspection of Records:** The Contractor shall maintain an accurate accounting system, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the Association, or any their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, reviews, and copying of records.
9. **Political activity prohibited, Anti-Boycott Warranty:** The contract may not use any Contract funds nor shall any of the services to be provided by the Contractor be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor or any controlled groups within the meaning of s.993(a)(3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott as defined in s.999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended.
10. **Assignment by Contractor and Subcontracting:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the Association nor shall (s)he/it subcontract any services without the prior written approval of the Association.
11. **Publicity, Publication, Reproduction, and Use of Contract Products or Materials:** Unless provided otherwise by law or the Association, title and possession of software, equipment, furnishings, and any other documentation or product paid for with Association

funds shall rest with the Association at the termination of the Contract. The Contractor and its researchers involved in the provision of services under this Contract shall have an unrestricted right to publish freely and engage in unfettered scholarly dissemination of ideas with respect to any aspect of this work. If the Contractor, or any of its subcontractors, publishes work dealing with an aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the Association shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the Association provides financial support for its operations and services. The Contractor must explicitly state on publicity material, stationery, posters, journals, reports and other written materials, and on its premises the following: "This program is supported in part (or in full) by the National Oceanic and Atmospheric Administration Award #NA12NOS4730010 and #NA12NOS4730006," along with a display of the National Oceanic and Atmospheric Administration logo.

12. **Confidentiality:** The Contractor shall comply with all laws and regulations relating to confidentiality and privacy as defined by any and all State and Federal statutes.
13. **Nondiscrimination in Employment and Affirmative Action:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment.
14. **MBE/WBE Fair Share Objective:** The Contractor shall agree to ensure to the fullest extent possible that, in procuring goods and service, funds shall be made available to organizations owned or controlled by the socially and economically disadvantaged individuals including women and minority owned businesses.
15. **Recycling:** The Contractor shall agree make reasonable efforts to use recycled paper for all products and reports which are prepared as part of this Contract.
16. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
17. **Compliance with Laws:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of any governmental authority relating to the delivery of the services specified in the Contract. This award is subject to Executive Order 12549, "Debarment and Suspension" and DoC implementation regulations published at 15 CFR Part 26, Subparts A through E, "Government wide Debarment and Suspension (nonprocurement)."
18. **Waivers:** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

19. Amendments: No amendments to this Contract shall be effective unless it is signed by the authorized representatives of both parties and complies with all other regulations and requirements of law.

20. Entire Agreement: The parties understand and agree that this Contract and attachments (if any) superseded all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

21. Notice: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated below:

in the case of the Association to:

Cynthia Krum, Executive Director
Association of US Delegates to the Gulf of Maine Council
PO Box 6063
Falmouth, ME 04105
US

and in the case of the Contractor:

Susan A. Carlson
Chief Operations Officer
NH Department of Environmental Services
29 Hazen Drive
PO Box 95
Concord NH 03301-0095

The Association and the Contractor hereby mutually agree to the above terms and certify under the pains and penalties of perjury that to the best of my knowledge and belief, the following is true, correct, and complete:

For the Association of US Delegates
to the Gulf of Maine Council

For the Contractor
NH Department of Environmental Services

By: W. Donald Hudson, Jr.
Authorized signature

W. Donald Hudson, Jr., President
Print or type name and title

By: Susan Carlson

Susan Carlson, Chief Operations Officer
Print or type name and title

Legal Address: _____

Telephone: _____

Date: 2/23/2012

Date: 2.28.12

Note: the contractor is hereby notified that this form constitutes a substitute W-9, or MW-9, form and that payments under this contract are considered taxable income on the Contractor's federal and state tax returns and will be reported to the Internal Revenue Service. A Form 1099 will be sent to the contractor's legal address, as noted in paragraph 22, above.

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE: March 14, 2012

FROM: Evan J. Mulholland AT (OFFICE) Department of Justice
Assistant Attorney General Environmental Protection Bureau

SUBJECT: Contract between Association of United States Delegates to the Gulf of Maine
Council and Department of Environmental Services Coastal Program

TO: Thomas S. Burack, Commissioner
Department of Environmental Services

I have reviewed and approved the above-referenced contract for form, substance and execution.


Evan J. Mulholland

Appendix A
Scope of Service for
State of New Hampshire, Department of Environmental Services Coastal Program
Contractor for: Northeast Regional Ocean Council Project Support

Contract Dates: January 1, 2012 – June 30, 2013

Note: The State of New Hampshire, Department of Environmental Services Coastal Program (NHCP) will serve as a contractor to NROC / USGOMA for the following 2 scopes of work: (1) NROC Focus Area 1 grant "Advancing Coastal and Marine Spatial Planning in the Northeast" and (2) NROC Focus Area 2 grant "Advancing the Development of the Northeast Regional Ocean Council"

Scope for Focus Area 1 "Advancing Coastal and Marine Spatial Planning in the Northeast"

Note: The US Gulf of Maine Association (fiscal agent for the Northeast Regional Ocean Council) will be hiring separate subcontractors with primary responsibility (as directed by NROC) for Tasks 1-5 below. The scope of work for the NHCP below describes how NHCP will support, collaborate with and enhance the work of the lead subcontractors to ensure that the work is customized, accurate, suitable, and useful for both the Northeast Region and the State of New Hampshire. For each category below, NHCP will ensure the participation of knowledgeable staff and/or other in-state experts to complete the listed tasks.

- Task 1. Initial public engagement. The NHCP will:
 - Assist in organizing and convening preliminary public meetings and workshops (Jan-June 2012).
 - Review, edit and finalize summary documentation/goals/information obtained (July-September 2012)
 - Assist in organizing public meetings to discuss draft goals, information obtained (July-September 2012)
 - Assist in convening public meetings re: draft goals (October-December 2012)

Deliverables – summary report of state assistance provided to USGOMA/NROC public engagement sub-contractor to customize outreach for New Hampshire. Sign off on that contractor's document of accurately summarized meetings held in New Hampshire

- Task 2. Implement data protocols and develop data products. The NHCP will:
 - Assist in developing draft data products (January-December 2012)
 - Review and provide comments on draft data products (March-December 2012)
 - Approve final data products (September-December 2012)

- Advise the data portal team as needed on incorporation of data products into data portal (September-December 2012)

Deliverables – summary report of New Hampshire interaction with the data portal team to ensure that final data products address NROC and New Hampshire's needs and priorities

- Task 3: Priority gaps in human use mapping. The NHCP will:
 - Assist in development of project methodologies, including outreach efforts (January-March 2012)
 - Ensure that project methodologies are applied through appropriate surveys, meetings (April-October).
 - Review results and assist in development of draft data products (October-December 2012)
 - Advise the data portal team as needed on incorporation of data products into data portal (January-February 2013)

Deliverables: Summary report describing how mapping efforts were customized and based on input provided.

- Task 4: Habitat classification. The NHCP will:
 - Coordinate the participation of a suitably qualified staff person or other expert in a working group of regional practitioners and managers (January-March 2012)
 - Review the lead contractor's overview of habitat approaches in the region and elsewhere, as appropriate, (May-September 2012)
 - Assist in developing an agenda for a meeting to discuss the overview, and identify opportunities for specific regional collaboration (May-September 2012)
 - Participate in the above meeting (October 2012)
 - Assist in developing a work plan to address regional opportunities (October-December 2012)
 - Assist in creating a schedule for implementation of the workplan and assist in completion of initial phases of the workplan (commensurate with available funding) (January-June 2013)

Deliverables: Summary report describing participation in habitat classification work group, active participation in regional meeting, list of in-state contacts, description of New Hampshire's potential role in implementing the workplan (commensurate with available funding.)

- Task 5: Public workshops to discuss initial data and information development. The NHCP will:
 - Assist with workshop organization, agenda development, logistics (January-April 2013)
 - Review and sign-off on workshop agenda (January-April 2013)
 - Assist in workshop convening (April-June 2013)
 - Review and sign-off on workshop summary (June 2013)

Deliverables: summary report of state assistance provided to USGOMA/NROC public engagement sub-contractor to customize workshop for New Hampshire. Sign off that contractor's document accurately summarized meetings held in New Hampshire.

Scope for Focus Area 2 “Advancing the Development of the Northeast Regional Ocean Council”

- Task 1. Ensure that a NH delegate and/or an alternate and any NROC committee chair or working group lead will attend each of the NROC full Council meetings during the grant period.
 - In advance of the Council meetings, NH will work with Federal partners, the NROC Executive Committee, and the NROC Coordinator on the development of the meeting agenda and provide written updates/status reports on work plan progress or other related actions.
 - This item may include travel costs for mileage, tolls, parking, meals (at federal per diem rate), hotel and other expenses necessary to support attendance at Council meetings
 - Estimated schedule for full Council meetings: January/February 2012 [Note a regional CMSP workshop to be scheduled may affect this Council meeting date—in the case that the workshop takes place in-lieu-of a winter Council meeting, NROC business will be addressed as necessary through a separate conference call or possibly via a dedicated lunch or sidebar meeting during the workshop]; May/June 2012 ; and September/October 2012; January/February 2013.
- Task 2. Ensure adequate participation in a NROC retreat or similar Council forum to assess current agenda and organization structure, define new/updated two year strategic priorities, and reorganize/restructure Committees and working groups as needed to align with updated priorities.
 - Schedule: January 2012 to June 2012.
- Task 3. Provide significant professional staff participation in, and support for, at least one NROC Committee or working group. Significant participation involves either:
 - Chairing (co-chairing) a NROC standing Committee; and/or
 - Assuming lead for a NROC working group or strategic team; and/or
 - Direct staff involvement in both the development and implementation of NROC work or action plan tasks or projects.
 - Schedule: Full grant period.
- Task 4. Ensure timely and substantive review of NROC documents and materials, including updates to NROC Terms of Reference, NROC strategic priorities summaries, draft work plans, website revisions, and new communication/outreach materials.
 - Schedule: Full grant period.

Reporting: Quarterly work reports will be sent with invoices to NROC lead and USGOMA. At completion of contract, a financial report will be sent that shows actual expenditures in the SF424A categories. This report will also include statement that travel detail followed federal requirements.

Appendix B Project Budget
 State of New Hampshire, Department of Environmental Services Coastal Program
 Northeast Regional Ocean Council Project Support

Contract Dates: January 1, 2012 – June 30, 2013

"Focus Area 1" Budget per NOAA Form SF424-A Categories

Object Class Categories	Federal Funding
a. Personnel	\$44,259
b. Fringe Benefits	\$24,961
c. Travel	\$4,193
d. Equipment	-
e. Supplies	-
f. Contractual	-
g. Construction	-
h. Other	-
i. Total Direct Charges	\$73,413
j. Indirect Charges	\$2,887
k. TOTALS	\$76,300

Note: Any budget changes that add categories, change indirect column or move more than 10% within existing budget categories, must have prior written approval from USGOMA.

"Focus Area 2" Budget per NOAA Form 424-A Categories

Object Class Categories	Federal Funding
a. Personnel	13,120
b. Fringe Benefits	7,244
c. Travel	-
d. Equipment	-
e. Supplies	-
f. Contractual	-
g. Construction	-
h. Other	-
i. Total Direct Charges	20,364
j. Indirect Charges	836
k. TOTALS	\$21,200

Note: Any budget changes that add categories, change indirect column or move more than 10% within existing budget categories, must have prior written approval from USGOMA.

Appendix C USGOMA Budget
State of New Hampshire, Department of Environmental Services Coastal Program
Contractor for: Northeast Regional Ocean Council Project Support

Cost categories	Association \$
Grants	
Contractual	\$ 97,500
Other	
Totals	\$ 97,500

Table 2. "Focus Area 1" Invoicing and Payment Schedule

Period	Dates	Invoice description	Amount
Quarter 1	January 2012 through March 2012	Progress update and statement of completed work products and deliverables for Tasks 1, 2, 3 and 4	\$15,400
Quarter 2	April 2012 through June 2012	Progress update and statement of completed work products and deliverables for Tasks 1, 2, 3 and 4	\$15,400
Quarter 3	July 2012 through September 2012	Progress update and statement of completed work products and deliverables for Tasks 1, 2, 3 and 4	\$15,400
Quarter 4	October 2012 through December 2012	Progress update and statement of completed work products and deliverables for Tasks 1, 3 and 4	\$12,200
Quarter 5	January 2013 through March 2013	Progress update and statement of completed work products and deliverables for Tasks 3, 4 and 5	\$10,000
Quarter 6	April 2013 through June 2013	Progress update and statement of completed work products and deliverables for Tasks 4 and 5	\$7,900
Total			\$76,300

"Focus Area 2" Invoicing and Payment Schedule

Period	Dates	Invoice description	Amount
Quarter 1	January 2012 through March 2012	Progress update and statement of completed work products and deliverables for Tasks 1, 2, 3 and 4	\$4,600
Quarter 2	April 2012 through June 2012	Progress update and statement of completed work products and deliverables for Tasks 1, 2, 3 and 4	\$4,600
Quarter 3	July 2012 through September 2012	Progress update and statement of completed work products and deliverables for Tasks 1, 3 and 4	\$3,000
Quarter 4	October 2012 through December 2012	Progress update and statement of completed work products and deliverables for Tasks 1, 3 and 4	\$3,000
Quarter 5	January 2013 through March 2013	Progress update and statement of completed work products and deliverables for Tasks 1, 3, and 4	\$3,000
Quarter 6	April 2013 through June 2013	Progress update and statement of completed work products and deliverables for Tasks 1,3 and 4	\$3,000
Total			\$21,200

