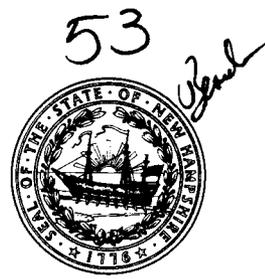




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

August 30, 2016

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire (UNH), Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$250,000.00 to provide comprehensive estuarine monitoring services, effective upon Governor and Council approval through June 30, 2017. 100% Capital (General) Funds.

Funding is available in the account as follows:

	<u>FY 2017</u>
03-44-44-442030-5026-034-500160	\$250,000
Dept. Environmental Services, 16-155: III. - Piscataqua Est Mont, Capital Projects	

EXPLANATION

This agreement is **SOLE SOURCE** because UNH is the only entity that provides comprehensive monitoring services for coastal New Hampshire on a partnership basis. UNH provides coastal monitoring and research services that supports the efforts of NHDES, NH Fish and Game Department, Great Bay National Estuarine Research Reserve and the Piscataqua Region Estuaries Partnership to collect data to enable informed management decisions.

The agreement enables essential monitoring investments to be implemented so that coastal communities can answer specific management questions related to the benefit of their actions on water quality. For example, research suggests that by enhancing "green" infrastructure, decreasing pollution from septic systems, and protecting critical habitat, water quality can be improved in a cost-effective manner. Given the limited resources available for this type of work, however, one action may have to be prioritized over another. Unfortunately, science and monitoring organizations currently lack adequate resources to conduct new research, or maintain consistent monitoring, to help decision-makers prioritize their actions and evaluate the impact of their work. In addition, new threats to coastal resources, such as coastal acidification, cannot be properly assessed as NHDES currently does not have equipment to monitor acidity (pH) in the Great Bay estuary. Under this agreement UNH will add pH probes to existing Great Bay estuary monitoring buoys. As a general matter, the rising costs of technology and human resources leaves the current pace of data collection, analysis and

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communication in jeopardy. Accordingly, the funds will enable UNH to service and replace existing equipment, and to acquire new equipment to put in parts of the Hampton Seabrook and Great Bay estuaries where data are not currently being collected.

This agreement has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.


Thomas S. Burack, Commissioner

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 **6/30/17**. 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: Estuarine Datasonde Capital Budget Improvements Program SFY2017

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: NH Dept. Of Env. Services
29 Hazen Drive
PO Box 95
Concord, NH 03301
Phone: 271-8801

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: NH Dept. Of Env. Services
29 Hazen Drive
PO Box 95
Concord, NH 03301
Phone: 271-8868

Campus Project Director

Name: Thomas Gregory
Address: University of New Hampshire
School of Marine Science and Ocean
Engineering
Morse Hall
Durham, NH 03824
Phone: 603-862-4397

F. Total State funds in the amount of \$250,000 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. _____ from _____ under CFDA# _____. 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: _____

[Handwritten Signature] 8/30/16

**By An Authorized Official of: the New
Hampshire Office of the Attorney General** *as to Form
Substance and Execution*

Name: _____
Title: Sr. Assistant Attorney General
Signature and Date: _____

Laura J. Neenan 9-5-2016

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

Name: Thomas S. Burack
Title: Commissioner
Signature and Date: _____

[Handwritten Signature] 8/30/2016

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. **Project Title:** Estuarine Datasonde Capital Budget Improvements Program 2016
- B. **Project Period:** G&C approval - June 30, 2017
- C. **Objectives:** Campus will replace aging estuarine water quality instrumentation, expand the pool of available instrumentation, establish two new monitoring stations in Little Bay and Hampton-Seabrook Estuary, and expand monitoring in Great Bay by adding instrumentation and water sampling to existing platforms.
- D. **Scope of Work:** Campus will perform the following tasks to support the PREP Monitoring Plan in 2016:

1. REPLACEMENT AND EXPANSION OF WATER QUALITY INSTRUMENTATION.

A total of seven new YSI EXO2 multiparameter datasondes will be purchased. Two of these will directly replace older model datasondes and five sondes will support new and augmented monitoring stations. The sensor suite on these instruments will include CDOM and chlorophyll probes. Existing EXO2 sondes in inventory will be upgraded to include these new probes, as well as an improved conductivity probe design.

2. ESTABLISH NEW MONITORING STATIONS AND ADD VALUE TO CURRENT STATIONS.

Two new monitoring stations will be established, one each in Little Bay and Hampton-Seabrook Estuary. Surface sonde measurements will be added to two existing stations with bottom-deployed sondes. A novel pH sensor (Satlantic SeaFET) will be purchased and integrated into the Great Bay Coastal Buoy sensor suite and real-time telemetry feed.

3. **BOAT ENGINE** Campus will purchase a new engine for the primary vessel used for monitoring work

Schedule: Campus shall procure the required instruments, gear and supplies to operationalize the expanded monitoring program by April 30, 2017.

- E. **Deliverables Schedule:** Refer to Section D Scope of Work.

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms 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.

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	14,097	0	14,097
2. Employee Fringe Benefits	5,625	0	5,625
3. Travel	400	0	400
4. Supplies and Services	56,771	0	56,771
5. Equipment	150,380	0	150,380
6. Facilities & Admin Costs	22,727	0	22,727
Total Project Costs:			250,000

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. .**