



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

January 15, 2021

His Excellency, Governor Christopher T. Sununu
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 315 (87-808)), Durham, NH, in the amount of \$80,016 to provide comprehensive estuarine monitoring services, effective upon Governor and Council approval through June 30, 2021. 100% Capital (General) Funds.

Funding is available in the account as follows:

	<u>FY 2021</u>
03-44-44-440030-1275-034-500155	\$80,016
Dept. of Environmental Services, 19-146:1VIF – Comprehensive Monitoring Program	

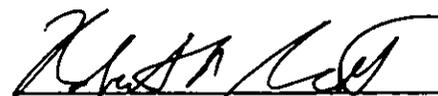
EXPLANATION

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 support the efforts of NHDES, NH Fish and Game Department, Great Bay National Estuarine Research Reserve and the Piscataqua Region Estuaries Partnership. These efforts primarily include the collection of data to inform coastal management decisions.

The agreement enables essential monitoring investments to be implemented so that coastal communities around Great Bay can meet regulatory obligations and answer specific management questions related to the impact 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 management action may have to be prioritized over another. As a general matter, the rising costs of technology and human resources are jeopardizing essential data collection, analysis, and communication to assess the water quality and ecosystem health of Great Bay. Accordingly, the funds will enable UNH to service and replace existing equipment and to acquire new equipment to conduct assessments of estuarine habitats. Specifically, funding will increase the data quality for eelgrass assessments and sustain measurements of water clarity.

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

We respectfully request your approval.



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 **6/30/21**. 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 Monitoring Capital Budget Improvements Program SFY 2020

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: 603-848-2489

Campus Project Administrator

Name: Lisa Scigliano
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd.
Durham, NH 03824
Phone: 603-862-0529

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: Steve Couture
Address: NH Dept. Of Env. Services
29 Hazen Drive
PO Box 95
Concord, NH 03301
Phone: 603-848-2489

Campus Project Director

Name: Rachel Rouillard
Address: University of New Hampshire
Room 302 Nesmith Hall
Durham, NH 03824
Phone: 603-862-3948

F. Total State funds in the amount of \$80,016 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 Jensen
Title: Director, Sponsored Programs Administration
Signature and Date: _____ 1/12/21

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

Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date: _____ 1/19/2021

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

Name: Robert R. Scott
Title: Commissioner
Signature and Date: _____ 1/19/21

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:** Estuarine Monitoring Capital Budget Improvements Program SFY 2020
- B. Project Period:** Upon G&C Approval - June 30, 2021
- C. Objectives:** Campus will replace aging instrumentation used to measure light attenuation and purchase new drone equipment to allow for more effective use of drones for monitoring of seagrass and seaweed in the Great Bay and Hampton-Seabrook Estuaries.
- D. Scope of Work:** Campus will perform the following tasks to support the PREP Monitoring Plan in SFY 2020:
1. \$30,000.00 will be used to purchase four underwater light arrays, each array consisting of one steel frame and two wiping PAR sensors.
 2. \$42,946 will be used to cover replacement costs for the NERACOOS buoy and sensor platform
 3. \$7,700.00 will be used to purchase a new automatic in-situ nitrate sensor for use at Wiswall Dam on the Lamprey River, needed to replace an older model.

Schedule: Campus shall procure the required instruments, gear and supplies to operationalize the expanded monitoring program by June 30, 2021.

E. Deliverables Schedule: NA

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	0	0	0
2. Employee Fringe Benefits	0	0	0
3. Travel	0	0	0
4. Supplies and Services	0	0	0
5. Equipment	80,016	0	80,016
6. Facilities & Admin Costs	0	0	0
Total Project Costs:	80,016	0	80,016