



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

January 10, 2013

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend an existing grant (PO# 1025849) with the University of New Hampshire, Sponsored Programs Administration (VC #177898-B046), Durham, NH, by extending the project end date to May 15, 2013 from March 31, 2013, adding work tasks, and increasing the grant total by \$19,535 to \$44,595 from \$25,060 to map oyster bed boundaries in the Great Bay Estuary, effective upon approval by Governor and Council through May 15, 2013. The grant was approved by G&C on September 19, 2012 #87. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY 2013</u>
03-44-44-442010-50540000-072-500576	\$19,535
Dept. Environmental Services, Red Tide Disaster Relief, Grants-Federal	

EXPLANATION

In November 2008 the United States Department of Commerce informed the State of New Hampshire that \$1 million in federal funds was available to the State of New Hampshire in response to a recent commercial fishery failure from the effects of Paralytic Shellfish Poison (PSP), more commonly known as "red tide." PSP events involve a bloom of marine algae that produces a potent neurotoxin which can render ocean and estuarine shellfish dangerous for human consumption. The resulting shellfish harvesting closures and consumption advisories can have significant social and economic impacts. The Department of Commerce advised that disaster relief funds should be used for projects that will assess the economic and social effects of the commercial fishery failure, restore the fishery, or prevent a similar failure in the future.

The Department of Environmental Services is responsible for administering these federal funds. The existing agreement to map six oyster beds in the Great Bay Estuary was approved by Governor and Council on 9/19/2012, Item #87 and provides funds for the University of New Hampshire (UNH) to implement its roles and responsibilities in the proposal and its subsequent amendments submitted to

the Department of Commerce. Since other projects supported by the Red Tide Disaster Relief funding were completed under budget, additional funds are now available to increase the scope of the oyster bed mapping effort. This amendment involves the mapping of up to eight more oyster beds in the Great Bay Estuary. To accomplish the work, an extension of the project end date is requested, as are additional funds. These data will improve efforts to plan and expand the state's growing commercial oyster farming industry, and will provide valuable information on changes to oyster bed size and boundary location.

Total project costs are budgeted at \$44,595. DES will provide funds for all of the project costs through the federal grant. A budget breakdown, amended work tasks, and reporting/invoicing schedules are provided in the attached Cooperative Project Agreement Amendment.

In the event that Federal funds become no longer available, General funds will not be requested to support the project.

This agreement 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

**AMENDMENT #1 to
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

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **9/19/12**, item # **87**, for the Project titled "**Red Tide Disaster Relief Assistance: Oyster Bed Mapping in the Great Bay Estuary, 2012**," Campus Project Director, **Raymond Grizzle**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of **3/31/2012** with the revised Project End Date of **5/15/2013**, and Exhibit A, article B is revised to replace the Project Period of **Governor and Council approval – March 31, 2013** with **September 19, 2012 – May 15, 2013**.
- Article C. is amended to expand Exhibit A by including the proposal titled, "**New Oyster Bed Mapping in the Great Bay Estuary**," dated **September 1, 2012-June 30, 2013**.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of **\$19,535** and will read:

Total State funds in the amount of **\$44,595** 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.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended 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 **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:

- 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.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

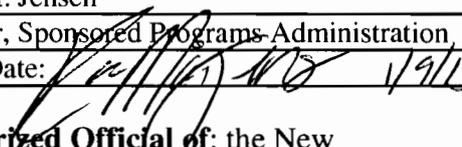
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #1** to the Cooperative Project Agreement.

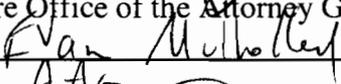
**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen

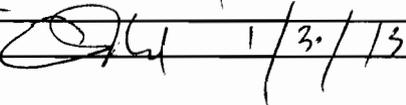
Title: Manager, Sponsored Programs Administration

Signature and Date:  1/9/13

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

Name: 

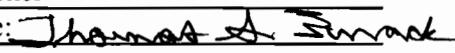
Title: AA

Signature and Date:  1/3/13

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

Name: Thomas S. Burack

Title: Commissioner

Signature and Date: 

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** Red Tide Disaster Relief Assistance: Oyster Bed Mapping in the Great Bay Estuary, 2012
- B. Project Period:** Governor and Council approval through May 15, 2013
- C. Objectives:** The objective of this project is to map the boundaries of up to 14 major oyster beds in the Great Bay Estuary.
- D. Scope of Work:** A detailed scope of work is provided in the proposal titled "Scope of Work -- Oyster Bed Mapping in the Great Bay Estuary, 2012" submitted to the the New Hampshire Department of Environmental Services on July 10, 2012 , and in Scope of New Work proposal titled "Scope of Work -- New Oyster Bed Mapping in the Great Bay Estuary" submitted to the New Hampshire Department of Environmental Services on October 31, 2012, incorporated by reference. Towed underwater videography will be used to map six major oyster beds, including the Piscataqua River bed, the Oyster River bed, the Adams Point bed, the Squamscott River bed, the Woodman Point bed, and the Nannie Island bed. Additionally, eight other oyster beds and restoration sites, including the Lamprey River, Mid-Great Bay, West Great Bay, Southeast Great Bay, Oyster River (3 sites), Little Bay/Fox Point, the Salmon Falls River, and the Cocheco River will be mapped to the extent that the budget allows, given unknown and variable conditions of the coverage of live oysters in these eight sites. A digital video recorder and GPS unit will be towed across each bed (mimimum of five transects per bed, with 5-20 meter distance between transects). All oyster bed areas will be classified as "reef," defined as >20% shell cover).
- E. Deliverables Schedule:** Reports. Campus Project Director shall submit a Progress Report (two printed and one electronic [Microsoft Word] version) by March 31, 2013, describing activities through that date. Campus project Director shall submit a Final Report (two printed copies and one electronic [Microsoft Word] version) documenting the results of the entire project. Final report due by May 31, 2013.

Deliverables. The following items for the the Piscataqua River bed, the Oyster River bed, the Adams Point bed, the Squamscott River bed, the Woodman Point bed, and the Nannie Island bed shall be submitted by March 31, 2013. The items for all other oyster beds surveyed will be due by May 31, 2013.

1) Overview map showing ship tracks of all recorded underwater video.

- 2) One ArcGIS shapefile for each oyster bed mapped showing "reef" areas. Where possible, the
3) Digital copy (avi files) of all imagery and Excel spreadsheet of all classified shiptracks, and
4) Final report for the project. Final report will include a comparison of the updated oyster bed boundary shapefile to previous oyster bed boundary shapefiles.

- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment 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. State

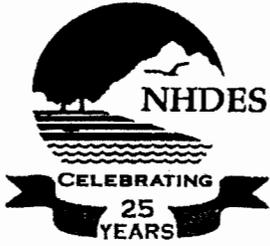
shall issue payment to Campus within 30 days of receipt. The final billing must be received by the State no more than 30 days after the grant completion date.

Budget Items	Original Budget	Increase	Total
1. Salaries & Wages	\$12,161	\$ 9,284	\$21,445
2. Employee Fringe Benefits	\$ 5,472	\$ 4,351	\$ 9,823
3. Travel	\$ 0	\$ 0	\$ 0
4. Supplies and Services	\$ 500	\$ 5,00	\$ 1,000
5. Equipment	\$ 0	\$ 0	\$ 0
6. Facilities & Admin Costs	\$ 6,927	\$ 5,400	\$12,327
Subtotals	\$ 25,060	\$19,535	\$ 44,595
Total Project Costs:			\$ 44,595

G. Other:

Funding Credit: An appropriate funding credit and logos of NOAA/NMFS and NHDES shall appear on all materials intended for public distribution. This citation shall indicate that the project was funded under the Fishery Disaster Assistance Program by the National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

Chris Nash



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

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



August 22, 2012

APPROVED G & C

His Excellency, Governor John H. Lynch
and The Honorable Council
State House
Concord, NH 03301

DATE 9/19/2012
ITEM # 87

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to award a grant to the University of New Hampshire, Office of Sponsored Research (VC #177898-B046), Durham, NH, in the amount of \$25,060 to map oyster bed boundaries in the Great Bay Estuary, effective upon approval by Governor and Council through March 31, 2013. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-442010-50540000-072-500576 FY 2013
\$25,060
Dept. Environmental Services, Red Tide Disaster Relief, Grants-Federal

EXPLANATION

In November 2008 the United States Department of Commerce informed the State of New Hampshire that \$1 million in federal funds was available to the State of New Hampshire in response to a recent commercial fishery failure from the effects of Paralytic Shellfish Poison (PSP), more commonly known as "red tide." PSP events involve a bloom of marine algae that produces a potent neurotoxin which can render ocean and estuarine shellfish dangerous for human consumption. The resulting shellfish harvesting closures and consumption advisories can have significant social and economic impacts. The Department of Commerce advised that disaster relief funds should be used for projects that will assess the economic and social effects of the commercial fishery failure, restore the fishery, or prevent a similar failure in the future.

This agreement provides funds for the University of New Hampshire (UNH) to implement its roles and responsibilities in the proposal and its subsequent amendments submitted to the Department of Commerce. The UNH Jackson Estuarine Laboratory will provide comprehensive and updated oyster bed boundary maps for the six major oyster beds in the Great Bay Estuary. These data will improve efforts to plan and expand the state's growing commercial oyster farming industry, and will provide valuable information on changes to oyster bed size and boundary location.

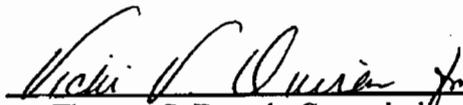
His Excellency, Governor John H. Lynch
and The Honorable Council
Page 2

Total project costs are budgeted at \$25,060. DES will provide funds for all of the project costs through the federal grant. A budget breakdown is provided in Attachment A.

In the event that Federal funds become no longer available, General funds will not be requested to support the project.

This agreement 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

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 **3/31/13**. 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: Red Tide Disaster Relief Assistance: Oyster Bed Mapping in the Great Bay Estuary, 2012

- 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: Chris Nash
Address: NHDES
222 International Drive, Suite 175
Pease Tradeport
Portsmouth, NH 03801
Phone: 603-559-1509

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: Chris Nash
Address: NHDES
222 International Drive, Suite 175
Pease Tradeport
Portsmouth, NH 03801
Phone: 603-559-1509

Campus Project Director

Name: Raymond Grizzle
Address: UNH Jackson Estuarine Laboratory
85 Adams Point Road
Durham, NH 03824
Phone: 603-862-5130

F. Total State funds in the amount of \$25,060 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. NA09NMF4520026 from National Oceanic and Atmospheric Administration under CFDA# 11.452. 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.

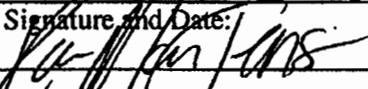
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

By An Authorized Official of:

University of New Hampshire

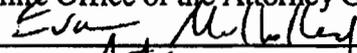
Name: Karen M. Jensen

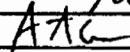
Title: Manager, Sponsored Programs Administration

Signature and Date:  7/25/12

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name: 

Title: 

Signature and Date:  8-24-12

By An Authorized Official of:

Department of Transportation

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:  AC for

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Red Tide Disaster Relief Assistance: Oyster Bed Mapping in the Great Bay Estuary, 2012
- B. Project Period:** Governor and Council approval through March 31, 2013
- C. Objectives:** The objective of this project is to map the boundaries of six major oyster beds in the Great Bay Estuary.
- D. Scope of Work:** A detailed scope of work is provided in the proposal titled "Scope of Work -- Oyster Bed Mapping in the Great Bay Estuary, 2012" submitted to the the New Hampshire Department of Environmental Services on July 10, 2012 , incorporated by reference. Towed underwater videography will be used to map six major oyster beds, including the Piscataqua River bed, the Oyster River bed, the Adams Point bed, the Squamscott River bed, the Woodman Point bed, and the Nannie Island bed. A digital video recorder and GPS unit will be towed across each bed (mimumum of five transects per bed, with 5-20 meter distance between transects). All oyster bed areas will be classified as "reef," defined as >20% shell cover).
- E. Deliverables Schedule:** Reports. Campus Project Director shall submit a Final Report (two printed copies and one electronic [Microsoft Word] version) documenting the results of the entire project. Final report due by April 15, 2013.

Deliverables.

- 1) Overview map showing ship tracks of all recorded underwater video.
 - 2) One ArcGIS shapefile for each oyster bed mapped showing "reef" areas. Where possible, the "restored" sections of oyster beds will be differentiated from native sections.
 - 3) Digital copy (avi files) of all imagery and Excel spreadsheet of all classified shiptracks, and
 - 4) Final report for the project. Final report will include a comparison of the updated oyster bed boundary shapefile to previous oyster bed boundary shapefiles.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment 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. State shall issue payment to Campus within 30 days of receipt. The final billing must be received by the State no more than 30 days after the grant completion date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$12,161	\$0	\$12,161
2. Employee Fringe Benefits	\$ 5,472	\$0	\$ 5,472
3. Travel	\$ 0	\$0	\$ 0
4. Supplies and Services	\$ 500	\$0	\$ 500
5. Equipment	\$ 0	\$0	\$ 0
6. Facilities & Admin Costs	\$ 6,927	\$0	\$ 6,927
Subtotals	\$ 25,060	\$0	\$ 25,060
Total Project Costs:			\$25,060

Campus Authorized Official 
Date 7/26/12

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

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Salaries and Wages	\$12,161	\$0	\$12,161
Employee Fringe Benefits	\$5,472	\$0	\$5,472
Travel	\$0	\$0	\$0
Supplies and Services	\$500	\$0	\$500
Equipment	\$0	\$0	\$0
Facilities and Administrative Costs	\$6,927	\$0	\$6,927
Total Project Cost	\$25,060	\$0	\$25,060