

MEMORANDUM OF UNDERSTANDING

between the

State of Rhode Island
Department of Environmental Management
Office of Emergency Response
235 Promenade Street
Providence, Rhode Island 02908

and

University of Rhode Island Coastal Institute
Narragansett Bay Campus
GSO Box 37, CIB Room 124
Narragansett, RI 02882

In the Amount of:

\$500,000.00

For the Period of:

September 30, 2020 - June 30, 2025

For the Purpose of

Scientific Support of Environmental Emergency Response (SSEER)

MEMORANDUM OF UNDERSTANDING

PURPOSE:

This Memorandum of Understanding (hereinafter "MOU" and/or "Agreement") is intended to improve emergency preparedness in the state of Rhode Island by enhancing and sustaining an administrative process for Scientific Support of Environmental Emergency Response ("SSEER"). The process enables the Rhode Island Department of Environmental Management ("DEM") to deploy University of Rhode Island ("URI") resources to assess, reduce, or remediate threats to public health and safety and the environment of Rhode Island. When implemented, the Agreement will help DEM to rapidly engage incident-specific support from university staff and facilities.

BACKGROUND:

URI has long supported the environmental management capabilities of the state. The support has come by way of training and credentialing employees, sponsoring cooperative research ventures and conferences, maintaining shared equipment and facilities, providing contract consultants, and fostering relevant research. Under normal circumstances, such benefits come only after several months of procedures that are required to establish academic goals, vet proposals, and secure funding. In this way, administrative norms favor long-term engagement with broad classes of environmental challenges. This memorandum is intended to increase capability to cooperate in rapid response to specific events.

In prior incidents (e.g., oil spills), URI has provided staff, equipment, and services that helped the State protect its public and natural resources. Since the summer of 2000, in partnership with DEM, URI's Coastal Institute ("CI") has enhanced those efforts, aiming to shorten the academic response time and ensure its relevance to future emergency events. For example, working together through MOUs (2002-2020), the CI and DEM established a registry of experts ready to support state response to an environmental emergency event. This "Roster of Support Scientists" has proven the ability of CI and DEM to identify diverse scientific resources and to organize them into a ready resource: Scientific Support of Environmental Emergency Response ("SSEER") in Rhode Island.

This memorandum is designed to maintain and improve a streamlined process for identifying, funding, and deploying academic resources in a DEM designated emergency. SSEER assets include faculty, students, staff, facilities, and equipment to provide professional expertise to DEM.

RESPONSIBILITIES OF RIDEM:

- Provide oversight, direction, review, and approval of the implementation of this agreement.
- Help identify university resources (support scientists, facilities, and equipment) that could assist RIDEM in responding to an environmental emergency.

- Approve projects and secure funding for URI activities in support of environmental response actions.

RESPONSIBILITIES OF URI COASTAL INSTITUTE:

- Provide oversight, direction, review, and implementation of this agreement.
- Establish and maintain a roster of university resources (support scientists, facilities, and equipment) that could assist RIDEM in responding to an environmental emergency.
- Serve as point of contact between URI and RIDEM during emergencies.
- Provide various scientific, research, and management services and related facilities as may be requested by RIDEM and mutually agreed to by URI.

POINTS OF CONTACT FOR THIS AGREEMENT:

The Director of the URI Coastal Institute or their designee will serve as the programmatic point of contact at URI:

Judith Swift
Director of the URI Coastal Institute
University of Rhode Island
Narragansett Bay Campus
GSO Box 37, CIB Room 124
Narragansett, RI 02882
Phone (401) 874-6033/874-6513
Email: jswift@uri.edu

The URI Coastal Institute Digital Media Communications Specialist will serve as the project manager point of contact:

Amber Neville
Digital Media Communications Specialist
Narragansett Bay Campus
GSO Box 37, CIB Room 124
Narragansett, RI 02882
Phone (401) 874-6036/874-6513
Email: amneville@uri.edu

The URI College of the Environment and Life Sciences Associate Director of Finance will serve as the administrative point of contact:

Meredith Silvia
Associate Director, Finance
University of Rhode Island
Kingston Campus
411 CBLS
Kingston, RI 02881
Phone (401) 874-9023
Email: meredithc@uri.edu

The DEM Emergency Response Administrator will serve as the point of contact for the Rhode Island Department of Environmental Management:

James Ball
Emergency Response Administrator
Department of Environmental Management
Office of Emergency Response
235 Promenade Street
Providence, RI 02908
Phone (401) 222-1360 Ext. 7129
Email: James.ball@dem.ri.gov

ACTIVATION PROCEDURES, SERVICES RENDERED, AND COSTS REIMBURSED:

Rates of compensation and activation procedures will be reviewed by URI and DEM on an annual basis. With the consent of URI and DEM, modifications to the procedures described here will be amended to this MOU.

Compensation of URI faculty, research staff, fiscal/administrative staff, and students will be provided in the category and under the procedures of Extra Compensation. The allowed period of time is that which is defined as the response period to an environmental emergency. Compensation is for work over a limited period of time and is not subject to overhead. Any additional requests for longer term studies of the impact or prevention of a given environmental event would constitute a research grant and require the DEM/URI standard 25% indirect cost rate.

The DEM Emergency Response Administrator, or designee, initiates the activation of SSEER by submitting a request of services to the URI Coastal Institute. In consultation with the DEM Emergency Response Administrator, the Coastal Institute then contacts an appropriate support scientist to serve as task lead. The task lead must submit a SSEER work order and budget to the Coastal Institute SSEER administrator for review and conveyance to DEM. The budget must include time, equipment, and materials necessary for the requested service. A template for the Work Order request is provided in Appendix 1 of this MOU. The DEM Emergency Response Administrator will determine if the Work Order and budget are acceptable and, if so, provide the URI Coastal Institute written notification of acceptance of the work order. This notification of acceptance will serve as authorization for the task lead and Coastal Institute to proceed. The Coastal Institute will file a copy of the approved work order with the College of the Environment and Life Sciences Business Office. Any adjustments to the budget (e.g., to cover unanticipated expenses), must be approved by the DEM Emergency Response Administrator before the funds are encumbered.

Personnel costs will be computed in keeping with the policies for Extra Compensation and according to the rate schedule provided in Appendix 2, which will be reviewed annually and adjusted as required. Hourly rates include salary and benefits. Funds granted through the SSEER instrument will not be charged indirect costs.

URI agrees to submit monthly expense vouchers to DEM's Office of Management Services. Expense vouchers shall be submitted within forty-five (45) days of the end of the month within which the expenses occurred. DEM agrees to reimburse URI in accordance with

monthly expense vouchers submitted by URI to the DEM Office of Management Services.

Information collected by URI staff under this MOU will be the property of the DEM. Other uses of the information (e.g., for research, teaching, or publication by the scientist or URI) shall require written permission from the DEM Emergency Response Administrator.

URI agrees that a SSEER team falls under the Incident Command System (ICS) once deployed and will honor that protocol, which includes leaving all content and timing of traditional and social media contact to the oversight of the ICS commander.

TERM:

This Memorandum of Understanding is effective September 30, 2020 through June 30, 2025 and may be extended at the request of either party.

PARAGRAPH 14: ATTACHMENTS

Attached hereto and made part of this Agreement are the following attachments:

Appendix 1 - Work Order Template

Appendix 2 - Rate Schedules

IN WITNESS WHEREOF, the Parties will cause this Memorandum of Understanding to be executed by authorized representatives in triplicate original

WITNESSES

UNIVERSITY OF RHODE ISLAND

Frederic B. Carreau

By: Judith M. Swift
Judith M. Swift
Director of URI Coastal Institute

WITNESSES

UNIVERSITY OF RHODE ISLAND

Frederic B. Carreau

By: Peter J. Snyder
Peter J. Snyder
Vice President for Research & Economic Development

WITNESSES

STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

Janet Coit

By: Janet Coit 9/23/2020
Janet Coit, Director Date

STATE OF RHODE ISLAND
COUNTY OF Washington

In the Town/City of Kingston in said County and State, on the 17th day of September in year 2020, before me personally appeared **JUDITH M. SWIFT**, Director of Coastal Institute of the UNIVERSITY OF RHODE ISLAND, to me known and known by me to the party executing the foregoing instrument for and on behalf of UNIVERSITY OF RHODE ISLAND, and she/she acknowledged said instrument by her/him executed to be her/his free act and deed in her/his capacity as aforesaid, and the free act and deed of the UNIVERSITY OF RHODE ISLAND.

Patricia R. Correia
Notary Public

PATRICIA R. CORREIA
Notary Public, State of Rhode Island
My Commission Expires Dec. 24, 2020
Commission # 754795

STATE OF RHODE ISLAND
COUNTY OF Washington

In the Town/City of Kingston in said County and State, on the 17th day of September in year 2020, before me personally appeared **PETER J. SNYDER**, Vice President for Research & Economic Development, of the UNIVERSITY OF RHODE ISLAND, to me known and known by me to the party executing the foregoing instrument for and on behalf of UNIVERSITY OF RHODE ISLAND, and she/she acknowledged said instrument by her/him executed to be her/his free act and deed in her/his capacity as aforesaid, and the free act and deed of the UNIVERSITY OF RHODE ISLAND.

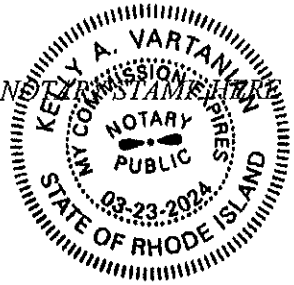
Patricia R. Correia
Notary Public

PATRICIA R. CORREIA
Notary Public, State of Rhode Island
My Commission Expires Dec. 24, 2020
Commission # 754795

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the 24th day of September year 2020, before me personally appeared Janet Coit, the Director of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to the party executing the foregoing instrument for and on behalf of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and she acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Kelly A. Vartanian
Notary Public



APPENDIX 1: SSEER Work Order Template

Principal Investigator:

Department & Title:

E-mail & Phone:

Scope of work. Provide a brief statement of work to be conducted.

--

Deliverables: Provide a clear statement of the data, information, maps, samples, services, etc. to be obtained and delivered to the DEM Emergency Response Administration or designee.

--

Budget

Personnel Cost				
Name	Title	Hrly Rate	Hours	Total
Transportation and Supplies				
Item	Description	Unit Rate	Units	Total
Vessel				
Travel				
Equipment				
Supplies				
TOTAL				

Principal Investigator

Date

RI DEM Emergency Response Administrator

Date

URI Coastal Institute

Date

**APPENDIX 2 – RATE SCHEDULE
SSEER Salary Compensation Basis & Vessel Rates**

SALARY COMPENSATION BASIS

Compensation Process:

Compensation for SSEER work will be paid based on an hourly rate. Hourly rates are calculate based on current salary or approved student pay rates. Payment for faculty and staff will be made using the approved additional payment process established by the University. Payment for undergraduate and graduate students will be made using the approved student hiring process approved by the University.

Faculty & Staff Pay Rates:

Faculty & Staff pay rates are guided by title and union pay grade. Below are illustrative PayScale by title category.

Assistant, Associate, and Full Professors:

<http://www.uriaaup.org/contract-salary-structure/19-contract/89-salary-structure-2020-21>:

Salary Structure 2020-21, Tenure Track, Research & Clinical Faculty			
2020-2021		GROUP B	1
	PERCENT	ACADEMIC	CALENDAR
ASST I	90%	60,041	72,050
ASST II	107%	71,382	85,659
ASSC I	120%	80,055	96,066
ASSC II	130%	86,726	104,072
FULL I	160%	106,740	128,088
FULL II	170%	113,411	136,094
FULL III	189%	126,087	151,304
2020-2021		GROUP C	1.1
	PERCENT	ACADEMIC	CALENDAR
ASST I	90%	66,045	79,255
ASST II	105%	77,053	92,464
ASSC I	118%	86,593	103,912
ASSC II	128%	93,931	112,718
FULL I	159%	116,680	140,016
FULL II	171%	125,486	150,584
FULL III	177%	129,889	155,867
2020-2021		GROUP D	1.3
	PERCENT	ACADEMIC	CALENDAR
ASST I	90%	78,054	93,664
ASST II	105%	91,063	109,275
ASSC I	118%	102,337	122,805
ASSC II	125%	108,408	130,090
FULL I	146%	126,620	151,945
FULL II	158%	137,028	164,433
FULL III	164%	142,231	170,677

Lecturer, Senior Lecturer & Teaching Professor:

[http://www.uri.edu/contract-salary-structure/19-contract/93-salary-structure-lecturer-2020-21:](http://www.uri.edu/contract-salary-structure/19-contract/93-salary-structure-lecturer-2020-21)

Salary Structure 2020-21, Lecturer, Senior Lecturer, Teaching Professor			
2020-2021		<u>GROUP B</u>	1
	PERCENT	ACADEMIC	CALENDAR
LECTURER	78.53%	49,380	59,255
SENIOR LECTURER	88.55%	55,683	66,820
TEACHING PROFESSOR	105.26%	66,189	79,427
2020-2021		<u>GROUP C</u>	1.1
LECTURER	77.46%	53,582	64,299
SENIOR LECTURER	86.58%	59,886	71,863
TEACHING PROFESSOR	101.76%	70,392	84,470
2020-21		<u>GROUP D</u>	1.3
	PERCENT	ACADEMIC	CALENDAR
LECTURER	70.69%	57,784	69,341
SENIOR LECTURER	78.40%	64,088	76,906
TEACHING PROFESSOR	91.25%	74,594	89,513

Professional & Technical Staff:

[https://web.uri.edu/psa/files/PSA-Pay-Plan-from-PSA-Contract-2018-2021-final.pdf:](https://web.uri.edu/psa/files/PSA-Pay-Plan-from-PSA-Contract-2018-2021-final.pdf)

[See attached Appendix 2(a)]

[https://web.uri.edu/hr/files/URI-PTAA-Pay-Schedule-6-23-19.pdf:](https://web.uri.edu/hr/files/URI-PTAA-Pay-Schedule-6-23-19.pdf)

[See attached Appendix 2(b)]

Graduate & Undergraduate Pay Rates

Graduate and undergraduate pay rates are guided by approved University pay rates and policies. Current rates can be found on the Student Employment Policy page: <https://web.uri.edu/enrollment/student-employment-policy/>:

Student Employment Policy

RESPONSIBILITY:

Supervisors involved with hiring individuals to be employed on the student payroll are responsible for implementation of this policy.

Monitoring for compliance shall be the responsibility of the Office of Enrollment Services. The granting of payroll exceptions shall be the responsibility of the Director of Enrollment Services.

POLICY:

It is the policy of the University to provide employment opportunities for eligible matriculated university students. This employment will involve supplementary activities and will not result in the displacement of employees or impair existing contracts for services. Also, hiring of students will not result in bona-fide position vacancies being held vacant by any University department.

PROVISIONS:

1. Hours of Work — The maximum hours a student may work during the academic year (September 1 – May 31) when classes are in session shall be 20 hours per week. The maximum hours a student may work during the summer (June 1 – August 31) and other official vacation periods shall be 40 hours per week. **Students may begin working 40 hours per week on the first day after the last day of the exam period for each semester. Please note: Resident Assistants (RA's) are not allowed to work another job on-campus.** Student employees are entitled to a 20-minute meal time within a minimum 6 hour work shift and a 30 minute meal time within a minimum 8 hour work shift. Employers are not required to compensate student employees during this mealtime. This policy must be uniformly applied to all student employees.
2. All employees on the student payroll should be hired using the following guidelines for pay rate levels and steps, as determined by the department supervisor (Effective January 1, 2019). Exceptions to these rates must be approved by Enrollment Services:

Steps 1 through 4 are for students at entry level and low to moderate skill levels.

Steps:

- | | |
|----|---------|
| 1. | \$10.50 |
| 2. | \$10.60 |
| 3. | \$10.75 |
| 4. | \$10.90 |

Steps 5 through 8 are for students with additional experience and/or technical skills.

Steps:

- | | |
|----|---------|
| 5. | \$11.00 |
| 6. | \$11.25 |
| 7. | \$11.50 |
| 8. | \$12.00 |

Graduate hourly pay rates are as follows:

- | | |
|---------|---------|
| Level 1 | \$26.37 |
| Level 2 | \$26.90 |
| Level 3 | \$28.05 |

3. These guidelines shall apply to all eligible matriculated students, both at the graduate and undergraduate levels, regardless of the method of funding for the student employee.
4. The following are the eligibility requirements for student employment:

a. During the academic year:

- 1) For Institutional Payroll (IPR) employment, students must be matriculated and currently registered for at least six (6) credits.
- 2) For College Work Study Program (CWSP) student employment, eligibility will be based upon the federal regulations governing the Federal College Work Study Program.
- 3) Graduate students must be matriculated and registered for a minimum of four and one half (4.5) credit hours.

b. During the summer recess:

- 1) Students must have been eligible for student employment during the previous spring semester, and expect to return in the fall semester and be registered as a matriculated student as defined above. Such students may work up to forty (40) hours per week.

or:

- 2) Entering students accepted for enrollment in the fall who have paid their deposit are eligible for summer employment. The maximum number of hours that students in this category may work is forty (40) hours per week.

or:

- 3) Students must be completing requirements for a URI degree and be currently registered in summer school. The maximum number of hours that students in this category may work is twenty (20) hours per week.

or:

- 4) Students must be taking part in a special prematriculation program such as the Special Program for Talent Development and expect to be enrolled as qualified students in the fall. The maximum number of hours that students in this category may work is twenty (20) hours per week.

5. A student may be employed by no more than two supervisors or departments within the University at the same time. However, the student shall be responsible for informing the employers or supervisors of this dual employment and for assuring that the maximum hour limitations are not exceeded.
6. Students may not be employed in the same administrative unit as a family member where the employing relative has direct or indirect responsibility for recommendations or decisions involving the student in such matters as initial employment, retention, salary and similar personnel matters. Family members are defined as parents, spouse, children and their spouses, siblings, and their spouses and children. (See also the University's Policy on Nepotism and Conflict of Interest).
7. Monitoring for compliance with the provisions of this document involving collective bargaining agreements and payroll disputes shall be the responsibility of the Assistant Vice President for Human Resources.
8. Grievance procedure: A grievance (any unresolved difference or dispute between the employer and employee with respect to the interpretation, application, or violation of any rules, regulations, or policies of the department or the University) will be processed in the following manner:

9.

Level 1: Bring grievance to immediate supervisor. If unable to reconcile problem...

Level 2: Appeal to Dean, director, department head or supervisor. If unable to reconcile problem...

Level 3: Appeal to Grievance Sub-Committee or Student Employment Committee. If unable to reconcile problem...

Level 4: Appeal to Vice President for Administration or his/her designee.

All steps after Level 1 require a written statements by each party prior to the meeting. These will be retained by the Student Employment Committee and the Department for their files.

10. Any exceptions to the provisions of this policy involving collective bargaining agreements and payroll disputes must be obtained in advance and in writing from the Assistant Vice President for Human Resources.

VESSEL RATES

Captain Bert:

- Full day charter: \$1827*
- Half day \$914
- Deck hand rates \$200 for an 8-hour day

*Captain's rate is included in the cost of the charter

2(b)

PTAA Pay Schedule
Calendar Year 26 Pay Periods
6/23/19

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>
1.	27,616	39,835
2.	28,919	41,362
3.	30,982	44,530
4.	33,113	47,902
5.	35,634	51,551
6.	38,068	55,591
7.	40,891	60,696
8.	43,846	64,686
9.	47,192	70,714
10.	50,517	76,296
11.	54,363	81,985
12.	58,317	88,662
13.	62,728	95,306
14.	67,313	102,995
15.	72,484	110,816
16.	77,851	120,018
17.	83,608	129,728
18.	89,758	139,855