



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

92

March 22, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the University of New Hampshire, Sponsored Program Administration (VC #315187-B083), Durham, NH, in the amount of \$114,400 to support the Piscataqua Region Monitoring Collaborative project, effective upon Governor and Council approval through December 31, 2024. 57% CWSRF Management Fees and 43% General Funds.

Funding is available in the following accounts, with the ability to adjust encumbrances between Fiscal Years through the State Budget Office, if necessary. Funding for FY 2024 is contingent upon continuing appropriation and availability of funds.

	<u>FY 2023</u>	<u>FY 2024</u>
Dept. Of Environmental Services		
03-44-44-441018-4788-102-500731	\$35,410	\$29,589
CWSRF Loan Management, Contracts for Program Services		
03-44-44-442010-1523-102-500731	<u>\$25,000</u>	<u>\$24,401</u>
Shellfish Protection, Contract for Program Services		
TOTALS:	\$60,410	\$53,990

EXPLANATION

NHDES requests approval to enter into a **SOLE SOURCE** Cooperative Project Agreement with the Piscataqua Region Estuaries Partnership (PREP) program at University of New Hampshire (UNH). PREP was selected for this project because it has unique expertise in conducting research in the State's estuaries, and it has secured additional funds needed to complete the project. PREP is a program at UNH which facilitates cooperation between federal, state, and local government, non-governmental organizations, businesses, and the public to improve the environmental quality of the state's estuaries. Each year, PREP monitors conditions in the estuaries to track trends in water quality, habitats, and land use.

The Piscataqua Region Monitoring Collaborative (PRMC) is a project which will allow communities, agencies, and organizations to combine their resources for critical collaborative monitoring of New Hampshire's estuaries. The PREP program at UNH will implement the PRMC project on behalf of NHDES,

His Excellency, Governor Christopher T. Sununu
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Page 2 of 2

the Great Bay National Estuarine Research Reserve, New Hampshire Fish and Game Department, and other contributing agencies, organizations, and municipalities. All of these organizations share a common interest in understanding the health of New Hampshire's estuaries. These shared interests are best addressed by a shared monitoring program.

Due to the continued success of this program since its launch in 2014, NHDES would like to continue to support the collaborative monitoring effort in 2023. In 2023, the monitoring priorities for the PRMC include nitrogen trends and eelgrass conditions. These studies will help to understand the status and trends of water quality and habitats in the estuaries. NHDES will contribute funds to this project because the data is critical for managing the state's estuaries and aiding communities in meeting regulatory requirements.

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

We respectfully request your approval of this item.



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 **12/31/24**. 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: **NHDES Project Agreement for Field Season 2023**

- 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: Steven Couture
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: 603-271-8801

Campus Project Administrator

Name: Lisa Scigliano
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Road
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: Steven Couture
 Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
 Phone: 603-271-8801

Campus Project Director

Name: Kalle Matso
 Address: University of New Hampshire
Jackson Estuarine Lab
85 Adams Point Road
Durham, NH 03824
 Phone: 603-781-6591

F. Total State funds in the amount of \$114,400 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: Director, Pre-Award Compliance
Signature and Date:
2/24/2023 Karen Jensen

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

Name: Robert R. Scott
Title: Commissioner
Signature and Date:
Robert R. Scott 3/23/23

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

Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date:
Joshua Harrison 3/27/23

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:** NHDES Project Agreement for Field Season 2023
- B. Project Period:** Upon G&C Approval – December 31, 2024
- C. Objectives:** Please see below
- D. Scope of Work:** Please see below
- E. Deliverables Schedule:** Please see below
- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms according to the schedule specified in each work item below. Each invoice will specify the agreed-upon total price. No expense detail will be required. State will pay campus within 30 days of receipt of each invoice and deliverable as required. Campus will submit its final invoice not later than 75 days after the Project Period end date.

Invoice Schedule:

- 1. Upon completion of NHDES deliverable 1.1 and 2.1 by 15 May 2023 total price \$60,410**
2. Upon completion of NHDES deliverable 1.2 and 2.2 by 31 August 2023 total price \$21,595
3. Upon completion of NHDES deliverable 1.3 and 2.3 by 31 December 2023 total price \$19,395
4. Upon completion of NHDES deliverable 1.4, 2.4 and 3.1 by 31 March 2024 total price \$13,000

Work Item 1: UNH ESTUARINE MONITORING ACTIVITIES FOR SHELLFISH PROGRAM. Total Requested: \$49,401

Objective: UNH School of Marine Science and Ocean Engineering (SMSOE) staff will conduct various monitoring activities at two stations in the Great Bay and Hampton-Seabrook Estuaries in support of monitoring goals of the NHDES Shellfish Program. Note that the work described here makes up only a portion of all the datasonde and grab sample activities; the other portions of the work are being paid from other funding sources.

Scope of Work: UNH SMSOE will perform the following tasks to support this monitoring in 2023.

A. Maintain and Operate Datasondes at Two Stations Supported by Shellfish Program.

The station in Great Bay is at Upper Little Bay (GRBULB) and the station in Hampton-Seabrook is in the Hampton River (HHHR). The autonomous instruments collect temporally intensive data on temperature, salinity, pH, dissolved oxygen, percent oxygen saturation, turbidity, depth, fDOM, and chlorophyll every fifteen minutes, 24 hours per day. The final work product will be data files for both datasonde locations with quality assured data for all parameters monitored in 2023.

B. Collect grab sample data for nutrient and eutrophication parameters at two stations supported by Shellfish Program.

The full suite of grab sample parameters will be performed at HHHR and GRBULB. Chlorophyll-a validation sampling will also occur at GRBULB. The final work product will be an Excel spreadsheet containing quality-assured results for each station on each date and a final memo describing any deviations from the protocols. Analytical sampling results will also be upload to DES' Environmental Monitoring Database (EMD) by UNH.

Deliverables and Schedule:

Reports. Campus shall provide the final QAQC memo and data to State for each field season by June 30 of the following year. Data shall consist of spreadsheets for each datasonde record and for all the grab sample data. These spreadsheets will be formatted for NHDES Environmental Monitoring Database upload. UNH is responsible for uploading grab sample data directly into the EMD, while NHDES will upload the datasonde data with the spreadsheets provided by UNH. The final report will be a QAQC memo documenting the results of quality assurance checks on the datasonde and grab sample data.

Deliverable / Payment Schedule:

- 1.1. Deliverable: Spring instrument deployment by May 15, 2023
Payment on receipt of deliverable: \$25,000
- 1.2. Field season halfway point by August 31, 2023
Payment: \$10,700
- 1.3. Completion of field season by December 15, 2023
Payment: \$8,500
- 1.4. Deliverable: Final QA/QC data and memo uploaded to EMD by March 31, 2024. Payment on receipt of deliverable: \$5,201

Work Item #2: FIELD/LAB OPERATIONS FOR ALL NON-SHELLFISH SUPPORTED STATIONS THROUGHOUT TWO ESTUARIES. Total Requested: \$64,188

This Work Item funds personnel costs for field and lab operations in support of stations not supported by the Shellfish Program. All stations are in the Great Bay Estuary except for one site: the Yankee Fisherman's Co-Op, in Hampton-Seabrook Estuary. These activities include both instrumented (datasonde) monitoring and grab sample collection of nutrient and eutrophication parameters.

Applicable stations for 2023 include: (G = grab sample; D = datasonde) Adams Point (G); Great Bay (G, D); Lamprey River (G,D); Squamscott River (G, D); Oyster River (G, D); Coastal Marine Lab (TBD); Upper Piscataqua River (G, D); Great Bay East (G,D); Hampton Harbor Blackwater (TBD); Hampton Harbor Fisherman's Co-Op (G, D); Bellamy River (D in summer); Cocheco River (G, D); Salmon Falls (D); Lower Piscataqua River (D)

Note that Great Bay, Squamscott River, Oyster River, and Lamprey River are partially supported by the Great Bay National Estuarine Research Reserve SWMP program.

Deliverable / Payment Schedule:

- 2.1. Deliverable: Spring instrument deployment by May 15, 2023
Payment on receipt of deliverable: \$35,410
- 2.2. Field season halfway point by August 31, 2023
Payment: \$10,895
- 2.3. Completion of field season by December 15, 2023
Payment: \$10,895
- 2.4. Deliverable: Final QA/QC data and memo uploaded to EMD by March 31, 2024. Payment on receipt of deliverable: \$6,988

Work Item #3: PROJECT MANAGEMENT. Total Requested: \$811

This Work Item funds personnel costs for overall project management, including invoice approval.

Deliverable / Payment Schedule:

3.1. Deliverable: Project management services throughout project performance period, invoiced at project completion. Payment: \$811

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.** .