The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

April 14, 2021

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 $126,000 to support the Piscataqua Region Monitoring Collaborative project, effective upon Governor and Council approval through December 31, 2022. 12% Federal Funds, 52% Other Funds and 36% General Funds.

Funding is available in the accounts as follows, with the ability to adjust encumbrances between Fiscal Years through the State Budget Office, if necessary. Funding for FY 2022 is contingent upon continuing appropriation and availability of funds.

Dept. Of Environmental Services	FY 21	FY 22
03-44-44-442010-3642-072-500573	$ 0	$15,000
Coastal Zone Management, Grants-Federal		
03-44-44-441018-4788-102-500731	$52,000	$13,000
CWSRF Loan Management, Contracts for Program Services		
03-44-44-442010-1523-102-500731	$36,000	$10,000
Shellfish Protection, Contract for Program Services		
TOTALS:	**$88,000**	**$38,000**

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, 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 2021. In 2021, 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 are 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, **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, **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 **12/31/22**. 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: **2021 Shellfish Program Monitoring/Submerged Aquatic Vegetation Monitoring for 2021 Field Season**

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	**Campus Project Administrator**
Name: Steve Couture	Name: Lisa Scigliano
Address: NH Department of Env. Services 29 Hazen Drive PO Box 95 Concord, NH 03301	Address: University of New Hampshire Sponsored Programs Administration 51 College Rd. Rm 116 Durham, NH 03824
Phone: 603-848-2489	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	**Campus Project Director**
Name: Steve Couture	Name: Rachel Rouillard
Address: NH Department of Env. Services 29 Hazen Drive PO Box 95 Concord, NH 03301	Address: University of New Hampshire Room 302, Nesmith Hall Durham, NH 03824
Phone: 602-848-2489	Phone: 603-862-3948

Campus Authorized Official *KJ*
Date 03/23/21

F. Total State funds in the amount of **$126,000** 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. **NA20NOS4190038** from **NOAA**under CFDA# **11.419**. 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
Signature and Date:
Karen Jensen Digitally signed by Karen Jensen Date: 2021.03.23 11:19:38 -04'00'
3/23/21

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date:
4/14/21

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Joshua Harrison
Title: Assistant Attorney General
Signature and Date:
4/20/2021

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

Campus Authorized Official KJ
Date 03/23/21

EXHIBIT A

A. **Project Title:** 2021 Shellfish Program Monitoring/Submerged Aquatic Vegetation Monitoring for 2021 Field Season

B. **Project Period:** Upon G&C Approval - December 31, 2022

C. **Objectives:** Work Item 1: UNH Estuarine Monitoring Activities at Upper Little Bay and Hampton River in 2021. UNH School of Marine Science and Ocean Engineering (SMSOE) staff will conduct various monitoring activities in the Great Bay and Hampton-Seabrook estuaries in support of monitoring goals of the NHDES Shellfish Program. Work Item 2: Tiers 1 & 2 Submerged Aquatic Vegetation Monitoring for 2021 Field Season. PREP staff, UNH staff/faculty and external contractors will 1) assess the distribution of seagrass throughout the Great Bay Estuary and 2) assess a suite of seagrass, seaweed and sediment characteristics at 50 sites distributed throughout the Estuary.

D. **Scope of Work:** Work Item 1: MAINTAIN AND OPERATE DATASONDE WATER QUALITY MONITORING PROGRAM

One automated continuous water quality monitoring station has been created in Great Bay Estuary and in Hampton Seabrook Estuary. The station in Great Bay is at Upper Little Bay (GRBULB) and the station in Hampton-Seabrook is in the Hampton River (HHHR). The 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 2021, documented in memo and submitted to DES in EMD format.

2. MONITOR NUTRIENT AND EUTROPHICATION PARAMETER CONCENTRATIONS AT ESTUARINE STATIONS

The UNH SMSOE will conduct monitoring of nutrient and eutrophication parameters at stations in the Piscataqua Region estuaries during the 2021 field season. The sampling schedule for each station and a detailed list of analytical parameters are provided in the following tables. Full sampling, including chlorophyll validation sampling, will be performed at HHHR, while only chlorophyll validation sampling will occur at GRBULB. The final work product will be an Excel spreadsheet containing quality-assured results for each station on each date, quality assured data in EMD format, and a final memo describing any deviations from the protocols.

Parameters for Analysis

- Dissolved nutrients at HHHR: ammonia, nitrate+nitrite, orthophosphate, total dissolved nitrogen, silica. For each station visit, one sample for dissolved nutrients will be collected from the surface waters (0.5 m depth). For quality assurance, triplicate samples will be collected at one station visit each field season.
- Particulate nutrients at HHHR: particulate nitrogen, particulate carbon. For each station visit, one sample for particulate nutrients will be collected from the surface waters (0.5 m depth). For quality assurance, triplicate samples will be collected at one station visit each field season.

Campus Authorized Official *KJ*
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- Suspended Solids at HHHR: total suspended solids. For each station visit, one sample for suspended solids will be collected from the surface waters (0.5 m depth). For quality assurance, triplicate samples will be collected at one station visit each field season.
- Water clarity: vertical profiles of photosynthetically active radiation (PAR) will be measured to enable calculation of diffuse attenuation coefficients (Kd). Every tenth PAR profile will be replicated in triplicate to assess the accuracy of the method.
- Physicochemical: water temperature, salinity, dissolved oxygen, and dissolved oxygen saturation measured with a handheld meter at 0.5 m at the time of water sample collection. Every result for physicochemical parameters will consist of one set of results for all the parameters.
- Chlorophyll at HHHR: For each station visit, one sample for chlorophyll will be collected from the surface waters (0.5 m depth). For quality assurance, triplicate samples will be collected at one station visit each field season.
- Chlorophyll validation at HHHR and GRBULB: Chlorophyll samples will be collected at sonde depth two time per month at each station.

Work Item 2: Tiers 1 & 2 Submerged Aquatic Vegetation Monitoring for 2021 Field Season. UNH will perform the following tasks to support this data collection/monitoring in 2021.

OBJECTIVE 1: TIER 1- ASSESS DISTRIBUTION OF EELGRASS

Use diverse remote sensing technologies to obtain imagery in order to map the estuary into the following categories: 1) Zostera; 2) Zostera and Ruppia; 3) Ruppia. All other areas of the map, if not labelled, will be assumed to be bare, seaweed, or other benthic organisms. Remote sensing tools are likely to include drone, satellite, boat-towed video and/or acoustic side-scan sonar.

Use photo interpretation, field verification and accuracy assessment to create and check the accuracy of a final map.

- Task 1: Develop Revised Tier 1 Monitoring Quality Assurance Project Plan (QAPP) as appropriate.
- Task 2: Collect data according to the QAPP from June 1 to October 15. Quality assure data.
- Task 3: Develop map using imagery and field verification, include an accuracy assessment of the resulting map.
- Task 4: Develop Final Report and QA/QC Memo. Provide QA'd data along with final products.

OBJECTIVE 2: TIER 2 - ASSESS SAV AND SEDIMENT CHARACTERISTICS AT 50 SITES THROUGHOUT ESTUARY

Assess characteristics of seagrass, seaweed and sediments throughout the Great Bay Estuary. Fifty sites will be assessed; 25 of those sites will be considered "enhanced" and will also be assessed for additional parameters, such as sediment organic content, grain size and eelgrass biomass. The other "basic" sites will be assessed for a smaller suite of parameters, including canopy height and percent cover of eelgrass as well as biomass and percent cover of seaweed.

- Task 1: Develop Tier 2 Monitoring Quality Assurance Project Plan (QAPP) as appropriate.
- Task 2: Collect data according to the QAPP in July and August of 2021. Quality assure data.
- Task 3: Develop Final Reports and QA/QC Memo. Provide QA'd data along with final products.

Campus Authorized Official *KJ*
Date 03/23/21

E. **Deliverables Schedule:** Work Item 1: Reports. UNH SMSOE shall provide the final QAQC memo and data to NHDES 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. The final report will be a QAQC Memo documenting the results of quality assurance checks on the datasonde and grab sample data.

Deliverable Schedule:

a. Deliverable: Spring instrument deployment by May 15, 2021
   Payment on receipt of deliverable: $23,000
b. Deliverable: Field season halfway point by August 31, 2021
   Payment on receipt of deliverable: $10,000
c. Deliverable: Completion of field season by December 15, 2021
   Payment on receipt of deliverable: $8,000
d. Deliverable: Receipt of lab data in preparation for QC report generation by May 15, 2021
   Payment on receipt of deliverable: $5,000

Work Item 2:

Tier 1:

Deliverable Schedule:	Due	Invoice
Revised Tier 1 QAPP	May 15, 2021	$30,000
Commence Monitoring	June 1, 2021	$15,000
Interim Report	December 1, 2021	$ 2,000
Map/Accuracy Assessment	January 15, 2022	$ 2,000
Final Report (and data) to DES	June 1, 2022	$ 5,000

Tier 2:

Deliverable Schedule:		
Tier 2 QAPP	May 15, 2021	$ 5,000
Commence Monitoring	July 1, 2021	$17,000
Interim Report	December 1, 2021	$ 2,000
Final Report (and data) to DES	June 1, 2022	$ 2,000

F. **Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms accompanied by the reports for each task completed according to the schedule specified in Section E (Deliverables and Schedule) above. Each invoice will specify the agreed-upon total price for the completed task. No expense detail will be required. State will pay campus within 30 days of receipt of each invoice and task completion report. Campus will submit its final invoice not later than 75 days after the Project Period end date.

Campus Authorized Official *KJ*
Date 03/23/21

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: [X] None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**.

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