



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

March 7, 2022



85

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 \$113,355 to support the Piscataqua Region Monitoring Collaborative project, effective upon Governor and Council approval through December 31, 2023. 11% Federal Funds, 53% Other Funds, and 36% 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.

	<u>FY 2022</u>	<u>FY 2023</u>
Dept. Of Environmental Services		
03-44-44-442010-7602-102-500731	\$12,355	\$ 0
Surface Water Quality PPG, Contracts for Program Services		
03-44-44-441018-4788-102-500731	\$36,000	\$19,000
CWSRF Loan Management, Contracts for Program Services		
03-44-44-442010-1523-102-500731	\$12,000	\$34,000
Shellfish Protection, Contract for Program Services		
TOTALS:	\$60,355	\$53,000

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,

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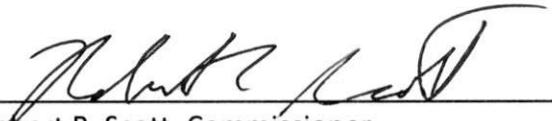
Page 2 of 2

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 2021. In 2022, the monitoring priorities for the PRMC include nitrogen trends, eelgrass conditions, and coastal acidification. 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.

In the event that federal funds become no longer available, general funds will not be requested to support this program. 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 **12/31/23**. 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 2022**

- 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: Kimberly Becker
 Address: University of New Hampshire
 Sponsored Programs Administration
 51 College Road
 Durham, NH 03824
 Phone: 603-358-2443

- 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: Fay Rubin
 Address: University of New Hampshire
 School of Marine Science & Ocean Eng.
 Morse Hall
 Durham, NH 03824
 Phone: 603-862-1333

F. Total State funds in the amount of \$113,355 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. **BG99127312** from **USEPA** under CFDA# **66.605**. 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:

[Signature] 2/21/22

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

Name: Joshua C. Harrison

Title: Asst. Atty. General

Signature and Date:

[Signature] 3/8/2022

By An Authorized Official of:

Department of Environmental Services

Name: [Signature]

Title: Commissioner, NHDES

Signature and Date:

Robert R. Scott 3/8/22

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 2022
- B. **Project Period:** Upon G&C Approval – December 31, 2023
- 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.

Work Item 1: UNH Estuarine Monitoring Activities at Upper Little Bay and Hampton River in 2022 :
2022 Shellfish Program Monitoring

Objective: 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.

Scope of Work: UNH SMSOE will perform the following tasks to support this monitoring in 2022.

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 2022.

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 Great Bay Estuary and Hampton-Seabrook Estuary during the 2022 field season. The sampling schedule for each station and a detailed list of analytical parameters are provided in the following tables. The full suite of of grab sample parameters, including chlorophyll-a validation sampling, will be performed at HHHR, while only chlorophyll-a 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 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:

- a. Deliverable: Spring instrument deployment by May 15, 2022
Payment on receipt of deliverable: \$23,000
- b. Field season halfway point by August 31, 2022
Payment: \$10,000
- c. Completion of field season by December 15, 2022
Payment: \$8,000
- d. Deliverable: Final QA/QC data and memo uploaded to EMD by March 31, 2023. Payment on receipt of deliverable: \$5,000

Work Item #2: UNH Estuarine Monitoring Activities at Stations throughout the Great Bay Estuary in 2022 – data management and QAQC components

See tasks 1 and 2 under Work Item #1. This Work Item funds data management and QAQC components of the monitoring project.

Deliverable / Payment Schedule:

- a. Deliverable: Spring instrument deployment by May 15, 2022
Payment on receipt of deliverable: \$13,000
- b. Field season halfway point by August 31, 2022
Payment: \$4,000
- c. Completion of field season by December 15, 2022
Payment: \$4,000
- d. Deliverable: Final QA/QC data and memo uploaded to EMD by March 31, 2023. Payment on receipt of deliverable: \$2,565

Work Item #3: Tier 3 Submerged Aquatic Vegetation (SAV) Monitoring for 2022 Field Season

Objective: Team will monitor seagrass health using the SeagrassNet protocol at two sites in Great Bay Estuary.

Scope of Work: UNH will perform the following tasks to support this data collection/monitoring in 2022.

At the Great Bay site and at the Portsmouth Harbor site—each site has three transects—sample the following parameters: photographic record (one photo of each 0.25 m² quadrat); seagrass cover (visual estimate of 0.25 m² quadrat); macroalgae cover (visual estimate of 0.25 m² quadrat); canopy

height; biomass; shoot density; number of flowering stems; distance to the seagrass edge and distance to the last shoot (deep edge); water depth and temperature; salinity; % surface (light at deep and shallow depths vs. land); sediment grain size (% gravel/sand/silt+clay); and organic content.

Deliverable / Payment Schedule:

a. Deliverable: Update SeagrassNet QAPP by May 15, 2022

Payment on receipt of deliverable: \$12,000

b. Field season completion by August 31, 2022

Payment: \$12,000

c. Deliverable: Final report submitted to NHDES by March 31, 2023

Payment on receipt of deliverable: \$7,435

Work Item #4: Purchase of Seabird SeaFET pH sensor for Great Bay Buoy

Objective: Purchase of a Seabird SeaFET pH sensor for use on the Great Bay Buoy.

Scope of Work: UNH will perform the following tasks to support this Work Item.

Purchase of a Seabird SeaFET pH sensor for use on the Great Bay Buoy.

Deliverable and Payment Schedule:

a. Deliverable: Order SeaFET from Seabird by March 31, 2022

Payment on receipt of deliverable: \$12,355

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. .**