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The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 6, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** cooperative project agreement with the University of New Hampshire, Sponsored Programs Administration (VC #315187-B083), Durham, NH, in the amount of \$15,000 for the *2023 NHDES Cyanotoxin quantification using Enzyme-Linked Immunoassays (ELISA)* project, effective upon Governor and Council approval through June 30, 2023. 100% General funds.

03-44-44-442010-1000-102-500731

FY 2023
\$15,000

Dept of Environmental Services, Pollution Control Program, Contracts for Program Services

EXPLANATION

NHDES requests approval to enter into a Cooperative Project Agreement with the University of New Hampshire (UNH). This agreement is **SOLE SOURCE** because UNH operates the only local laboratory with the capacity to handle the sampling requirements and the ability to provide the cyanotoxin testing needed by the study. UNH will perform ELISA tests on up to 200 lake water samples for three cyanotoxin compounds in order to determine toxin frequency and concentration. The results can be compared to cyanobacteria cell counts to evaluate the extent to which NHDES advisories capture the public health risk posed by blooms in New Hampshire lakes. NHDES and UNH will jointly review the data collected.

In 2022, the Legislature passed HB 1066, directing NHDES to prepare a statewide strategy for preventing and addressing cyanobacteria blooms in New Hampshire surface water bodies. The bill further provided \$30,000 to support NHDES's preparation of the plan. This is one of two separate projects being undertaken with these funds. The total project cost for this agreement is \$15,000 and NHDES will provide 100% of the project costs through these funds.

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

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 **6/30/23**. 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: 2023 NHDES Cyanotoxin quantification using Enzyme-Linked Immunoassays (ELISA)

- 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: David Neils
 Address: NHDES
29 Hazen Drive
Concord, NH 03302

Phone: 603-271-8865

Campus Project Administrator

Name: Cheryl Moore
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 111
Durham, NH 03824-2620
 Email: cheryl.moore@unh.edu

Phone: 603-862-1992

- 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: David Neils
 Address: NHDES
29 Hazen Drive
Concord, NH 03302

Campus Project Director

Name: Amanda McQuaid
 Address: Spauling Hall
38 Academic Way
Durham, NH 03824
 Email: amanda.mcquaid@unh.edu

F. Total State funds in the amount of \$15,000.00 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 0 % 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 Complianace

Signature and Date:

Karen Jensen

Digitally signed by Karen Jensen
Date: 2023.02.02 15:37:55 -05'00'

By An Authorized Official of:

Department of Environmental Services

Name: Robert R. Scott

Title: Commissioner

Signature and Date:

Robert R. Scott 2/15/23

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 2/27/2023

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** 2023 NHDES Cyanotoxin quantification using Enzyme-Linked Immunoassays (ELISA)
- B. Project Period:** Date of Approval by Governor and Council and through June 30, 2023
- C. Objectives:** The objectives of this project are to analyze lake water samples for cyanotoxins. Specifically, the cyanotoxins anatoxin, cylindrospermopsin, and BMAA (beta-N-methylamino-L-alanine) will be tested for in order to determine toxin frequency and concentration. The results can be compared to cyanobacteria cells counts and taxa to evaluate health risks.
- D. Scope of Work:** Dr. Amanda McQuaid will perform ELISA testing on up to 200 lake water samples for three cyanotoxin compounds. A data file (preferably MS Excel) will be prepared that includes the sample testing results as a concentration per volume of water for each cyanotoxin. The data file will also include quality control results such as standard curves, replicated samples, blanks, and results from "known" control samples. The result file shall also contain notes of sample dilution or concentration. NHDES and UNH will jointly review the results of the cyanotoxin testing in conjunction with cyanobacteria cell counts to determine if there are any important relationships. A final summary report of the results will be prepared by UNH for NHDES.
- E. Deliverables Schedule:** Final data file to delivered to NHDES by March 31, 2023. A final summary report of no more than 10-pages will be provided by UNH to NHDES by June 30, 2023.
- F. Budget and Invoicing Instructions:** Using standard Campus invoices Campus shall submit requests for payment/invoice quarterly, by 4/30/23 and 7/30/23. 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 completion date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 2,500	\$ 0	\$ 2,500
2. Employee Fringe Benefits	\$ 893	\$ 0	\$ 893
3. Travel	\$ 0	\$ 0	\$ 0
4. Supplies and Services	\$8,512	\$ 0	\$ 8,512
5. Equipment	\$ 0	\$ 0	\$ 0
6. Facilities & Admin Costs	\$ 3,095	\$ 0	\$ 3,095
Subtotals	\$ 15,000	\$ 0	\$ 15,000
In Kind Contribution		\$ 0	\$ 0
Total Project Costs:			\$ 15,000

**Exhibit A
Special Provisions**

There are no special provisions.

**Exhibit C
Method of Payment and Contract Price**

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than 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 will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

The total reimbursement shall not exceed the grant award of \$15,000. No matching funds are required.