The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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DEC 0 3 2025

October 29, 2025

Her Excellency, Governor Kelly A. Ayotte
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to amend a **SOLE SOURCE** Cooperative Project Agreement (CPA) (PO #1098112) with the University of New Hampshire, Sponsored Program Administration (VC #315187-B083), Durham, New Hampshire, to perform laboratory analysis of seawater samples to identify and quantify harmful algae cells, by increasing the amount by $62,950 to $198,303 from $135,353, effective upon Governor and Council approval through June 30, 2027. The original agreement was approved by Governor and Council on February 21, 2024, Item #94 and amended on March 12, 2025, Item #66. 100% general funds.

Funding is available in the following account, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	FY 2026	FY 2027	TOTAL
03-44-44-442010-15230000-102-500731	$24,036	$38,914	$62,950
Dept. Environmental Services, Shellfish Protection Program, Contracts for Program Services			

EXPLANATION

NHDES requests approval to amend a CPA with the University of New Hampshire, Department of Biological Sciences (UNH). The purpose of the amendment is to accommodate increased costs associated with hiring an additional UNH staff person who will overlap in time and be trained by current staff during the CPA. Additionally, increased staff support through this amendment will enhance NHDES shellfish program services needed to evaluate marine harmful algal bloom severity to ensure safe shellfish harvests. Algal blooms are evaluated using microscopy and a specialized benchtop instrument, FlowCam, that allows for rapid automated identification of algal cells. This is a **SOLE SOURCE** agreement because the laboratory of Dr. Elizabeth Harvey at UNH operates the same type of FlowCam. The instrument has shown promise for supplementing light microscope identifications made by NHDES staff or volunteers, particularly during periods of intensive algae blooms when a much larger volume of samples needs to be examined. This is the only lab in the vicinity that could be used to augment NHDES resources in this manner. Dr. Harvey is committed to working with NHDES, has a staff member trained in the use of the FlowCam, and can provide staff who are already familiar with the department's methods for seawater sample collection and examination using the light microscope.

Specifically, the amendment provides funds for UNH to hire an additional laboratory technician for up to two days per week, plus continue support for a current lab technician for the term of the agreement.

The additional lab technician will be trained by existing lab staff to perform field sample collection, light microscope identification, and FlowCam analyses at the NHDES Pease field office and/or the UNH campus. An additional lab technician is needed because of the increased volume of samples as, since 2013, the number of licensed oyster farms have increased from 11 to 35. In 2024, the farms harvested and sold approximately 1.2 million oysters.

To date, $85,009 of the agreement amount of $135,353 has been spent. A budget breakdown is included in the Cooperative Project Agreement amendment 2.

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

We respectfully request your approval.

Robert R. Scott, Commissioner

AMENDMENT #2 to
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

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **February 21, 2024**, Item # **94**, and the first amendment approved by Governor and Executive Council on March 12, 2025, Item # 66, for the Project titled "**2024-25 NHDES FlowCam and Harmful Algal Bloom Analytical Services**," Campus Project Director, **Elizabeth Harvey**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

☐ Extend the Project Agreement and Project Period end date.

☒ Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.

☐ Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of with and/or USNH campus from to .
- Article B. is revised to replace the Project End Date of with the revised Project End Date of , and Exhibit A, article B is revised to replace the Project Period of – with – .
- Article C. is amended to add Exhibit A by including the proposal titled, " ," dated .
- Article D. is amended to change the State Project Administrator to and/or the Campus Project Administrator to .
- Article E. is amended to change the State Project Director to and/or the Campus Project Director to .
- Article F. is amended to increase funds in the amount of **$62,950** and will read:

  Total State funds in the amount of **$198,303** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for cost exceeding the amount specified in this paragraph.

- Article F. is amended to change the cost share requirement and will read:

  Campus will cost-share **%** of total costs during the amended term of this Project Agreement.

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Campus Authorized Official DH
Date 10/10/25

- Article G. is exercised to amend 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, as follows:

  Article is amended in its entirety to read as follows:
  Article is amended in its entirety to read as follows:

- Article H. is amended such that:

  ☐ 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.

- ☒ Exhibit A is amended as attached.
- ☐ Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #2** to the Cooperative Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Dianne Hall
Title: Manager, Pre-Award Compliance
Signature and Date: Dianne Hall Digitally signed by Dianne Hall Date: 2025.10.10 16:35:45 -04'00'

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: 10/30/25

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Joshua Harrison
Title: Asst. Attorney General
Signature and Date: 11/7/2025
as to form, substance, and execution

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

Campus Authorized Official DH
Date 10/10/25

EXHIBIT A

A. Project Title: 2024-27 NHDES Harmful Algal Bloom Analytical Services

B. Project Period: March 1, 2024 through June 30, 2027

C. Objectives: The objectives of this project are to analyze seawater samples and generate estimates of cell abundance of selected harmful algal bloom species on a weekly basis using light microscopy and the NHDES FlowCam benchtop instrument, to evaluate the variability of the FlowCam estimates under different types of algal bloom conditions, to develop FlowCam image libraries on the NHDES FlowCam, and to develop customized FlowCam protocols for the target taxa of interest to the NHDES Shellfish Program. The results of the FlowCam estimates will be compared to results of cell abundances estimated by light microscopy (performed by NHDES staff and/or volunteers).

D. Scope of Work: Dr. Elizabeth Harvey will provide services of her *primary* laboratory technician Sara Smith for *up to* two days per week, generally Mondays and Tuesdays. *Dr. Harvey will also hire a second lab technician, two days per week. The primary laboratory technician will train the newly hired technician in use of the FlowCam, sample processing, and microscope identification of harmful taxa. The* laboratory technicians will perform FlowCam analyses on 1 -3 seawater samples each week, using the FlowCam located at the NHDES Pease field office. FlowCam analyses will comprise of running the samples through the instrument, maintaining digital logs of sample runs and reporting cell abundances of harmful taxa observed to NHDES. The lab technicians will also analyze 2-5 seawater samples each week using light microscopy at the NHDES Pease field office *and/or Dr. Elizabeth Harvey's laboratory at the UNH campus*, following DES Standard Operating Procedures, and will provide cell abundance of harmful taxa observed in hard copy to the DES Shellfish Program Specialist. The *new* lab technician will also register for *and attend* the Karen A. Steidinger Marine Harmful Algae Taxonomy Training Course that is held in August at the National Center for Marine Algae and Microbiota.

E. Deliverables Schedule: Reports. Campus Project Director shall provide electronic results (updated Microsoft Excel spreadsheet for FlowCam work) on a weekly basis to the State Project Director, as well as hard copy microscopy counts on a weekly basis to the State Project Director.

F. Budget and Invoicing Instructions: Using standard Campus invoices Campus shall submit requests for payment/invoice by 3/31, 6/30, 9/30, and 12/31 of each year during the invoicing period. 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	Original and first amendment total	Second amendment	New total
1. Salaries & Wages	$71,360	$38,646	$110,006
2. Fringe Benefits	$25,866	$3,053	$28,919
3. Travel	$3,500	$4,250	$7,750
4. Supplies and Services	-	-	-
5. Other	-	-	-
6. Facilities and Admin.	$34,627	$17,001	$51,628
Subtotals	**$135,353**	**$62,950**	**$198,303**

Total Project Costs: $198,303

Campus Authorized Official DH
Date 10/10/25