



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

47 - SEM

Robert R. Scott, Commissioner

January 23, 2018

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

REQUESTED ACTION

Authorize the Department of Environmental Services to award a **SOLE SOURCE** agreement to the University of New Hampshire (VC #177867-B046), Durham, NH, in the amount of \$97,467 to conduct outreach and training associated with living shoreline stabilization projects, effective upon Governor and Council approval through September 30, 2020. 100% Federal Funds.

Funding is available in the account as follows.

| | |
|---|-------------|
| | <u>FY18</u> |
| 03-44-44-442010-3642-102-500731 | \$97,467 |
| Dept. Environmental Services, Coastal Zone Management, Contracts for Program Services | |

EXPLANATION

This award is **SOLE SOURCE** because it is the second phase of a project conducted by the University of New Hampshire (UNH) in cooperation with the NHDES Coastal Program. In the first phase of the project, UNH and partners completed a preliminary assessment of sites that may benefit from living shoreline stabilization approaches. In this second phase, UNH seeks to improve coastal resilience in the face of erosion and flood risk by enhancing living shoreline knowledge about best practices through evaluation of local pilot projects, development of regional monitoring guidance, and encouragement of appropriate application of living shoreline projects through outreach and trainings.

Due to UNH's experience monitoring living shoreline and salt marsh restoration sites and designing pilot living shoreline projects throughout the first phase of this project, UNH is the only organization equipped to complete the second phase of this project successfully. UNH is a named funded partner in the original competitive proposal for this project that was submitted to the National Oceanic and Atmospheric Administration by the NHDES Coastal Program and regional partners in the Northeast.

Funds under this agreement will be used to enable UNH to 1) participate in regional collaborative efforts to develop and review living shoreline monitoring and project evaluation guidelines, 2) select and monitor living shoreline sites, 3) apply, evaluate, and update monitoring guidance, 4) assist partners with outreach, and 5) provide dedicated support for trainings and technical assistance.

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And the Honorable Council

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Total project costs are budgeted at \$148,693. DES will provide \$97,467 of the project costs through a federal grant. \$51,226 non-federal matching funds are required. A budget breakdown is provided in Attachment A.

In the event that the Federal funds become no longer available, general funds will not be requested to support this program. This agreement 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

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 **09/30/2020**. 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: Regional Resilience, New Hampshire: Monitoring and evaluating living shorelines for success

- 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: Kirsten Howard
 Address: NH Coastal Program
 Dept. of Environmental Services
 222 International Drive, Suite 175
 Portsmouth, NH 03801
 Phone: 559-0020

Campus Project Administrator

Name: Cheryl Moore
 Address: University of New Hampshire
 51 College Road
 Durham, NH 03824-3585
 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: Steven Couture
 Address: NH Coastal Program
 Dept. of Environmental Services
 222 International Drive, Suite 175
 Portsmouth, NH 03801
 Phone: 271-8801

Campus Project Director

Name: Thomas Ballestero
 Address: University of New Hampshire
 Gregg Hall, Rm 238
 Durham, NH 03824-3585
 603 862-1405
 Phone:

Campus Authorized Official *KJ*
 Date *7/11/18*

F. Total State funds in the amount of **\$97,467** 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 **34 %** of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreements No. **NA17NOS4190040** and No. **NA17NOS4730141** from **National Oceanic and Atmospheric Administration (NOAA)** under CFDA# **11.419** and **11.473** respectively. 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, Manager
Title: Sponsored Programs Administration
Signature and Date: _____

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: _____

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: [Signature]
Title: Attorney

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

Gordon Landrigan

Signature and Date:

1/29/18

Signature and Date:

EXHIBIT A

A. Project Title: Regional Resilience, New Hampshire: Monitoring and evaluating living shorelines for success

B. Project Period: Date of Governor and Council approval through September 30, 2020

C. Objectives: The goal of this project is to improve coastal resilience in the face of erosion and projected flood risk by enhancing living shoreline knowledge about best practices through evaluation of local pilot projects, development of regional monitoring guidance, and encouragement of appropriate application of living shoreline projects through outreach and trainings.

D. Scope of Work: This collaborative regional project consists of seven (7) tasks. UNH is contracted to complete work under tasks 1, 3, 4, 6, and 7. Task numbering is kept consistent with the broader collaborative project to avoid confusion.

Task 1: Regional Collaboration on Policy and Practice Guidance Document Draft, Years 1-3 (Lead: NHDES, Assistance: UNH, GBNERR)

1.1 UNH will participate in Northeast Regional Ocean Council (NROC) and The Nature Conservancy (TNC) collaborative efforts to develop, review, and finalize guidance and policy recommendations.

1.2 UNH will attend three regional workshops organized by NROC and TNC partners.

Task 2: Design and Construct Projects

UNH does not have any deliverables under Task 2.

Task 3: Select and Monitor Sites, Years 1-3 (Lead: UNH)

3.1 UNH will monitor and evaluate success of early living shoreline examples of fringe marsh restoration at South Mill Pond and North Mill Pond in Portsmouth, NH.

3.2 UNH will monitor and evaluate success of ongoing living shoreline marsh pilot projects that incorporate sea level rise projections at Cutts Cove in Portsmouth, NH and Wagon Hill Farm in Durham, NH.

3.3 UNH will monitor two intact (healthy) salt marsh reference sites in the Great Bay Estuary.

3.4 Using physical and biological metrics of the two healthy salt marshes considered "reference sites," UNH will develop dimensionless geomorphologic characteristics which can then be employed for successful living shoreline restoration sites. Monitoring and evaluation results and conclusions from reference site evaluation will be compiled and shared as draft for comment by NHDES Coastal Program and finalized as part of the final report (or earlier).

Task 4: Apply, Evaluate, and Update Monitoring Guidance (Lead: NHDES, Assistance: UNH)

4.1 UNH will assist NHDES Coastal Program staff to develop the concept and recommend roles and responsibilities for a state living shoreline adaptive management committee (LSAM) that will review monitoring results from pilot projects and recommend management/maintenance action, if needed.

4.2 UNH will participate in at least two meetings to test adaptive management committee concept on Cutts Cove and Wagon Hill Farm pilot projects, using draft regional monitoring and evaluation guidance and assist with the development of recommended next steps.

Task 5: Policy Recommendation Development

UNH has no deliverables under Task 5.

Task 6: Outreach, Education, and Communication, Years 1-3 (Lead: GBNERR, Assistance: NHDES and UNH)

6.1 UNH will assist GBNERR and NHDES in execution of an outreach program to train stakeholder audiences about potential living shoreline applications, building on existing outreach work.

6.2 UNH will participate in 3-5 outreach events to train stakeholder audiences (e.g., workshops, trainings, site-based engagement).

6.3 UNH will provide input to GBNERR and NHDES Coastal Program to evaluate outreach program and identify appropriate next steps based on available pilot projects, guidance, and community needs.

Task 7: Dr. Burdick living shoreline outreach, education, and technical assistance. Total funds: \$4,000. Upon G&C approval through December 31, 2018. (Lead: UNH, Dr. David Burdick)

Dr. Burdick will provide 44 hours of technical assistance, training, and outreach on living shorelines siting, implementation, monitoring, and other related events, workshops, and meetings when invited or approved to attend by a staff member of the NHDES Coastal Program. Outreach and other activities will be focused primarily on living shorelines, coastal resilience, and habitat restoration. This includes participation on the Living Shoreline Site Suitability Technical Team. This does not include participation in outreach activities for projects that fund Dr. Burdick through Tasks 1-6 in this grant or any outreach activities in other grants. Activities under this task must be completed by December 31, 2018. Note: the budget for this task uses a non-research Facilities and Admin cost rate of 35.2%.

E. Deliverables Schedule: Semi-annual and final reports.

For Tasks 1-6 Campus Project Director shall provide five (5) semi-annual progress reports and one (1) final report that summarize the project activities by task as outlined in the CPA. The semi-annual reports will cover the periods of (1) the project start date to March 31, 2018; (2) April 1, 2018 to September 30, 2018; (3) October 1, 2018 to March 31, 2019; (4) April 1, 2019 to September 30, 2019; (5) October 1, 2019 to March 31, 2020. Due dates for all semi-annual reports are the final date of the reporting period. The final report will summarize all project activities by task outlined in the CPA and will be due on September 30, 2020.

For task 7 Campus Project Director shall provide one (1) semi-annual progress reports and one (1) final report that summarize the project activities as outlined in the CPA. The semi-annual report will cover the periods of the project start date to June 30, 2018. The final report will summarize all project activities as outlined in the CPA and will be due on December 31, 2018.

F. 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 as shown below. 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. Note: For Tasks 1-6, the budgeted funds utilize a Facilities and Admin cost rate of 50% (research rate) while the \$4,000 budgeted for Task 7 uses a Facilities and Admin cost rate of 35.2% (non-research rate).

| Budget Items | State Funding | Cost Sharing | Total |
|--------------------------------|---------------|--------------|-----------|
| 1. Salaries & Wages | \$46,484 | \$24,000 | \$ 70,484 |
| 2. Fringe Benefits | \$ 8,428 | \$10,056 | \$ 18,484 |
| 3. Travel | \$ 2,253 | \$ 0 | \$ 2,253 |
| 4. Supplies and Services | \$ 8,000 | \$ 0 | \$ 8,000 |
| 5. Other (IT support) | \$ 0 | \$ 0 | \$ 0 |
| 6. Facilities and Admin. | \$32,302 | \$17,170 | \$ 49,472 |
| Subtotals: | \$97,467 | \$51,226 | \$148,693 |
| Total Project Costs: \$148,693 | | | |

G. Other

Funding Credit: Funding credit requirement on final work products and outreach materials: All final work products above shall include the NOAA, NHCP and DES logos. All work products and outreach materials shall state that “This project was funded, in part, by NOAA’s Office for Coastal Management under the Coastal Zone Management Act in conjunction with the NH Department of Environmental Services Coastal Program.” Examples of final work products and outreach materials include, but are not limited to, final reports, press releases, newsletter articles, website pages, and signage.

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. 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).**

Campus Authorized Official KT
Date 7/11/0

Attachment A: Project Budget by Federal Budget Category

| Item | Federal (NHCP) | Non-federal (Match) | Match Type (cash or in-kind) | Total |
|-----------------|-----------------------|----------------------------|-------------------------------------|--------------|
| Personnel | \$46,484.00 | \$24,000.00 | in-kind | \$70,484.00 |
| Fringe | \$8,428.00 | \$10,056.00 | in-kind | \$18,484.00 |
| Equipment | \$0.00 | \$0.00 | | \$0.00 |
| Travel | \$2,253.00 | \$0.00 | | \$2,253.00 |
| Supplies | \$8,000.00 | \$0.00 | | \$8,000.00 |
| Sub-Contractual | \$0.00 | \$0.00 | | \$0.00 |
| Construction | \$0.00 | \$0.00 | | \$0.00 |
| Other | \$0.00 | \$0.00 | | \$0.00 |
| Indirect | \$32,302.00 | \$17,170.00 | in-kind | \$49,472.00 |
| Totals | \$97,467.00 | \$51,226.00 | | \$148,693.00 |