



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

March 19, 2013

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services to award a **SOLE SOURCE** grant to the University of New Hampshire, Sponsored Programs Administration (VC #177867-B046), Durham, NH, in the amount of \$8,000.00 to establish Surface Elevation Tables for the Hampton Seabrook Estuary, effective upon Governor and Council approval through December 31, 2013. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY13</u>
03-44-44-442010-3642-072-500573	\$8,000.00
Dept. Environmental Services, Coastal Zone Management, Grants-Federal	

EXPLANATION

This contract is **sole source** because Dr. David Burdick, Associate Research Professor at the University of New Hampshire (UNH) Jackson Estuarine Laboratory, conducts sedimentation research in the Great Bay Estuary (GBE) and is the leading expert in salt marsh ecology in New Hampshire, with regional and national recognition. Dr. Burdick's expertise in sedimentation and salt marsh research in the GBE makes him the most qualified person to lead this project in the Hampton Seabrook Estuary (HSE).

Tidal marshes are among the most valuable coastal ecosystems because of their integral role in storm and erosion protection, food web productivity, wildlife and fisheries support, carbon storage and nutrient cycling. Under conditions of low to moderate rates of sea level rise, tidal marshes can even build in elevation, providing a dynamic buffer to flooding. If sea level rise doesn't exceed several millimeters per year, these broad, flat marshlands will keep pace, so they are considered to be self-maintaining. However, these same characteristics also result in them being among the most vulnerable and threatened habitat types in the coastal zone when sea level rises rapidly. Coastal

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towns with large tidal marshes surrounded by development are vulnerable to loss of marshes and their protective function.

In order to inform adaptation strategies, planners need to know how much elevation capital we have in our marshes. One tool to help planners is The Sea Level Affecting Marshes Model (SLAMM), which has been improved recently to account for marsh building processes. However, real data needs to be input to produce reliable projections and show potential changes in habitat along the New Hampshire seacoast. Currently, there are no Sediment Elevation Tables (SETs) or modern marsh accretion data for our largest back barrier tidal marsh: the Hampton Seabrook Estuary (HSE). Through discussions with the New Hampshire Fish and Game Department, specifically Great Bay National Estuarine Research Reserve staff, it was determined that New Hampshire had a sedimentation data gap in HSE. As such, the Department of Environmental Services is providing this grant to UNH to enhance the understanding of estuarine sedimentation.

This project will establish four SET stations in the Hampton Seabrook Estuary to provide accretion and subsidence data to support the development of SLAMM by the NH Fish & Game Department. Total project costs are \$8,000. A budget breakdown is provided in Attachment A.

In the event that Federal funds become no longer available, General funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.



Thomas S. Burack, 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 **12/31/13**. 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: **Establish Surface Elevation Tables to Support SLAMM (Sea Level Affecting Marshes Model) & Assess the Vulnerability of Tidal Marshes in the Hampton Seabrook Estuary**

- 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 Murphy
 Address: NH, DES
Pease Int'l Tradeport
222 Int'l Drive, Suite 175
Portsmouth, NH 03801
 Phone: 559-0021

Campus Project Administrator

Name: Dianne Hall
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
 Phone: 603-862-1942

- 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 Murphy
 Address: NH, DES
Pease Int'l Tradeport
222 Int'l Drive, Suite 175
Portsmouth, NH 03801
 Phone: 559-0021

Campus Project Director

Name: David Burdick
 Address: Dept. of Natural Resources & Envir.
51 College Road
Durham, NH 03824
 Phone: 862-5129

F. Total State funds in the amount of \$8,000 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. **NA11NOS4190079** from **US Department of Commerce, 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.

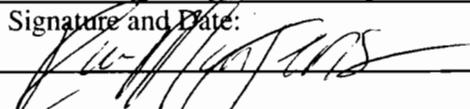
By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

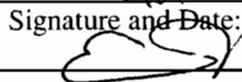


By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Evan Melholland

Title: Att. Gen.

Signature and Date:

 3-5-13

By An Authorized Official of:

Department of Environmental Services

Name: Thomas S. Burack / Vicki Quiram

Title: Commissioner Asst. Commissioner

Signature and Date:

 3/19/13

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

A. Project Title: Establish Surface Elevation Tables to Support SLAMM (Sea Level Affecting Marshes Model) & Assess the Vulnerability of Tidal Marshes in the Hampton Seabrook Estuary

B. Project Period: 03/01/13 through 12/31/13

C. Objectives: Establish four SET stations in the Hampton Seabrook Estuary to provide accretion and subsidence data to support SLAMM. Stations will be established and read using the ARM SET and Marker Horizons in Spring 2013.

D. Scope of Work: A detailed scope of work is provided in the proposal titled "Establish Surface Elevation Tables to Support SLAMM (Sea Level Affecting Marshes Model) & Assess the Vulnerability of Tidal Marshes in the Hampton Seabrook Estuary," dated January 31, 2013, and incorporated by reference.

E. Deliverables Schedule: Project to be completed by end of 12/31/13

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. 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.

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	4,453	0	4,453
2. Employee Fringe Benefits	1,674	0	1,674
3. Travel	223	0	223
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	1,650	0	1,650
Subtotals	8000	0	8000
Total Project Costs:		8,000	

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 .

**Attachment A
Budget Estimate**

Budget Item	State Funding	Match	Total
Salaries & Wages	\$4,453.00	\$0.00	\$4,453.00
Employee Fringe Benefits	\$1,674.00	\$0.00	\$1,674.00
Travel	\$223.00	\$0.00	\$223.00
Supplies & Services	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Facilities and Administrative Costs	\$1,650.00	\$0.00	\$1,650.00
Subtotals	\$8,000.00	\$0.00	\$8,000.00
In-Kind Contribution		\$0.00	\$0.00
Total Project Cost			\$8,000.00