



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

December 5, 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 \$21,885.00 to evaluate accretion and subsidence of tidal marshes by measuring Sediment Elevation Tables in the Hampton-Seabrook and Great Bay estuaries, effective upon Governor and Council approval through March 31, 2015. 100% Federal Funds.

Funding is available in the account as follows:

	<u>FY14</u>
03-44-44-442010-5421-072-500573	\$21,885.00
Dept. Environmental Services, Coastal Zone Management, Grants-Federal	

EXPLANATION

This agreement is **SOLE SOURCE** because Dr. David Burdick, Associate Research Professor at the University of New Hampshire (UNH) Jackson Estuarine Laboratory, is the leading expert in salt marsh ecology in New Hampshire, with regional and national recognition. Dr. Burdick's expertise in sedimentation and subsidence research, including techniques for installing, measuring and maintaining Sediment Elevation Tables, makes him the most qualified person to lead this project.

DES was awarded a grant from the National Oceanic and Atmospheric Administration (NOAA) to advance resiliency and adaptation planning for coastal hazards by integrating tools, research, outreach, and technical assistance. DES will subcontract with several partners to undertake multiple tasks. Two coastal communities will be selected in the first few months of the project, and those two communities, along with the two regional planning agencies in the seacoast and the business community, will be the "end users" who will help develop: a) new data and tools; b) GIS platform to house these new data products as well as existing coastal data (the "Coastal Viewer"); and c) how new information and GIS platform will be delivered and disseminated (the "Toolbox"). These communities will be able to use the technical tools being developed while engaged in the NOAA Roadmap framework (a participatory approach for assessing a community's vulnerability to

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hazards) as they work toward climate adaptation activities and policies. New information generated by this project will include updated and expanded Sea Level Affecting Marsh Migration (SLAMM) model outputs, and current information about fluvial erosion hazards. Through an innovative approach of working with end users in target communities throughout the project, both the Toolbox and the analysis and interpretation of the information will be relevant to local decision makers and the local business community.

Dr. Burdick will conduct tidal marsh elevation verification, submit sediment accretion and subsidence data for the SLAMM model, attend project steering group meetings, advise project partners on types of habitats to include in the Coastal Viewer, review and verify Coastal Viewer outputs, participate in the NOAA Roadmap kickoff meetings in the two selected communities, assist in the development of climate adaptation plans for the two communities, and participate in the final workshop to introduce tools and analysis available in the Coastal Viewer.

Total project costs are \$21,885. 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 **3/31/15**. 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: **Jackson Estuarine Laboratory - Project of Special Merit**

- 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: Catherine Coletti
Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
Phone: 559-0024

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
Service Building/51 College Road
Durham, NH 03824
Phone: 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: Steven Couture
Address: NH Coastal Program
Dept. of Environmental Services
222 International Drive, Suite 175
Portsmouth, NH 03801
Phone: 559-0027

Campus Project Director

Name: David Burdick
Address: University of New Hampshire
Jackson Estuarine Laboratory
85 Adams Point Road
Durham, NH 03824
Phone: 862-5129

F. Total State funds in the amount of \$21,885 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. NA13NOS4190142 from **National Oceanic and Atmospheric Administration (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.

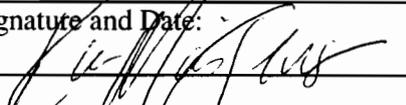
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties 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

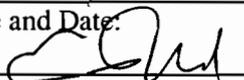
Title: Manager, Sponsored Programs Administration

Signature and Date:  10/24/13

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

Name: Evan Mulholland

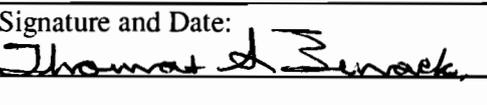
Title: AAG

Signature and Date:  11-21-13

**By An Authorized Official of:
Department of Environmental Services**

Name: Thomas S. Burack

Title: Commissioner

Signature and Date:  11/19/2013

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** Jackson Estuarine Laboratory - Project of Special Merit
- B. **Project Period:** Date of Governor and Council approval through March 31, 2015
- C. **Objectives:** UNH Jackson Estuarine Lab will evaluate accretion and subsidence of tidal marshes by measuring Sediment Elevation Tables (SET) throughout New Hampshire's estuaries.
- D. **Scope of Work:** The following tasks will be performed by UNH Jackson Estuarine Lab in conjunction with other project partners to achieve the Project of Special Merit overall goal of developing user-driven analysis products, mapping and query tools, and dissemination techniques.

1. Steering Group

- i. Attend Project of Special Merit steering group meetings.

2. Tidal Marsh Elevation Verification

- i. Measure elevation of six Sediment Elevation Tables (SET's) in Hampton Seabrook Estuary and seven SET's in the Great Bay National Estuarine Research Reserve (GBNERR) on three occasions (months 5, 8 and 11) and accretion on one occasion (month 8) during the project period.
- ii. Conduct fieldwork to determine the true elevation of the six SET stations in Hampton Seabrook Estuary using Real Time Kinematic GPS.
- iii. Compare SET elevation results with data from adjacent estuaries (Hampton/Seabrook, Awcomin Marsh, Great Bay) to provide local and regional estimates of accretion and subsidence.
- iv. Compile a tidal marsh elevation data set for low marsh edge and low to high marsh transitions developed from Light Detection and Ranging (LIDAR) and SET's for Hampton Seabrook Estuary.
- v. Prepare and submit Federal Geographic Data Committee (FGDC) compliant metadata for each data set generated. The metadata must be compliant with the FGDC's Content Standard for Digital Geospatial Metadata (CSDGM).

3. Sea Level Affecting Marsh Migration

- i. Submit sediment accretion and subsidence data, and metadata to GBNERR by month 10.

4. Coastal Viewer

- i. Advise project partners on the types of habitats to include in coastal viewer.
- ii. Review and verify Coastal Viewer outputs.

5. NOAA Road Map

- i. Participate in the National Oceanic and Atmospheric Administration (NOAA) Road Map kick off meetings in 2 coastal communities and assist in the development of climate adaptation plans.

6. Final Workshop

- i. Participate in the final workshop to introduce tools and analysis available in Coastal Viewer.

E. Deliverables Schedule: Reports. Campus Project Director shall provide Progress Reports on April 15, 2014 and October 15, 2014, summarizing work to date. Campus Project Director shall submit a Final Report due on April 15, 2015 in PDF format summarizing the project activities.

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	Total
1. Salaries & Wages	\$12,517	\$ -	\$12,517
2. Fringe Benefits	4,237	-	4,237
3. Travel	400	-	400
4. Supplies and Services	215	-	215
5. Other	-	-	-
6. Facilities and Admin.	4,516	-	4,516
Subtotals:	\$21,885	\$ -	\$21,885
Total Project Costs: \$21,885			

G. Other

Funding Credit: An appropriate funding credit statement and logos of NOAA, NH DES and the NH Coastal Program shall appear on all materials intended for public distribution. The funding credit statement shall read as follows: This project was funded under the Coastal Zone Management Act by NOAA's Office of Ocean and Coastal Resource Management in conjunction with the New Hampshire Coastal Program.

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	\$12,517.00	\$0.00	\$12,517.00
Employee Fringe Benefits	\$4,237.00	\$0.00	\$4,237.00
Travel	\$400.00	\$0.00	\$400.00
Supplies & Services	\$215.00	\$0.00	\$215.00
Contractual	\$0.00	\$0.00	\$0.00
Facilities and Administrative Costs	\$4,516.00	\$0.00	\$4,516.00
Subtotals	\$21,885.00	\$0.00	\$21,885.00
In-Kind Contribution		\$0.00	\$0.00
Total Project Cost			\$21,885.00