



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

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Robert R. Scott, Commissioner
May 24, 2018

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

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REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services to amend a **SOLE SOURCE** agreement with the UNH Cooperative Extension (VC #177867-BO46) in the amount of \$20,000 to complete the *Fertilizer Reduction Outreach* project, effective upon Governor and Council approval through September 30, 2018. 100% Federal Funds.

Funding is available in the accounts as follows:

| | |
|---|----------------|
| | <u>FY 2018</u> |
| 03-44-44-442010-7602-072-500575 | \$20,000 |
| Dept. Environmental Services, Surface Water Quality PPG, Grants-Federal | |

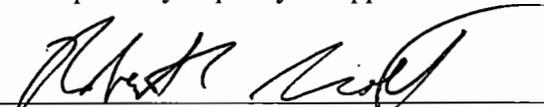
EXPLANATION

This agreement is **SOLE SOURCE** because UNH Cooperative Extension (UNH CE) is identified as the partner organization for the tasks and deliverables in the Scope of Work in the NH Department of Environmental Services (NHDES) 2014 Nonpoint Source Plan Measure L-1.1a. "Report on current science, research, and outreach resources related to water quality and landscaping/turf management to identify gaps and needs to guide future projects and programs" and Measure L-1.2a. "Develop homeowner outreach program components, focused on fertilizer use" in the Landscape and Turf Management chapter goals, objectives, and milestones. UNH CE is the authoritative contact for fertilizer related information for the targeted stakeholders in this project.

The goal of this project is to reduce the amount of excess nutrient load in NH waterbodies by providing outreach and education to fertilizer users. The deliverables of this project include working with UNH CE partners to identify existing information, adapting UNH CE documents and messaging by building on existing materials to develop a homeowner outreach pilot program and by customizing bag clips for proper fertilizer storage. This grant will also include updating and distributing UNH CE educational fliers and using UNH CE outreach materials and touch screen computers to provide outreach and education on appropriate fertilizer use. These actions should result in a reduction of excess pollutants running off to NH waterbodies.

The total project costs are budgeted at \$20,000. NHDES will provide \$20,000 (100%) of the project costs through a federal grant. A budget breakdown is provided in the attached CPA. The agreement award for UNH CE, while less than \$25,000, requires G&C approval as UNH CE has already received funds in excess of the threshold for this fiscal year. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The 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 **9/30/18**. 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: **Fertilizer Reduction Outreach Program**

- 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: Stephen C. Landry
 Address: NHDES
 29 Hazen Drive
 Concord, NH 03302
 Phone: (603) 271-2969

Campus Project Administrator

Name: Cheryl Moore
 Address: University of New Hampshire
 Sponsored Programs Administration
 51 College Rd. Rm 116
 Durham, NH 03824
 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: Barbara McMillan
 Address: NHDES
 222 International Drive
 Portsmouth, NH 03801
 Phone: (603) 271-7889

Campus Project Director

Name: Julia Peterson
 Address: NH Sea Grant and UNH Coop. Ext.
 122 Mast Road
 Lee, NH 03861
 Phone: (603) 862-6706

F. Total State funds in the amount of \$20,000 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. **BG-99127310** from **the Environmental Protection Agency** under CFDA# **66-605**. 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: [Signature] 5/17/18

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

Name: Cordelia Lawdrigan
Title: Attorney
Signature and Date: [Signature] 5/31/18

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

Name: Robert R. Scott
Title: Commissioner
Signature and Date: [Signature] 5-29-18

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:** Fertilizer Reduction Outreach
- B. Project Period:** Upon G&C approval through September 30, 2018
- C. Objectives:** This project addresses the NH Department of Environmental Services (NHDES) 2014 NPS Plan Measure L-1.1a. "Report on current science, research, and outreach resources related to water quality and landscaping/turf management to identify gaps and needs to guide future projects and programs" and Measure L-1.2a. "Develop homeowner outreach program components, focused on fertilizer use" in the Landscape and Turf Management chapter goals, objectives, and milestones. UNH Cooperative Extension (UNH CE) staff will perform the following tasks to assist in meeting the requirements of these measures.
- D. Scope of Work:** Objective 1: With Internal UNH CE subject related staff and other partners, review relevant research (social, water and turf science), review existing outreach (related to lawns and nutrients) for different audiences and identify opportunities for expanding or strengthening existing outreach, particularly with homeowner audience. Identify any additional stakeholders.

Measures of Success: Stakeholders/partners convened, research reviewed, opportunities identified and summarized.

Deliverables: List of partners convened or contacted, list of relevant research and recent outreach efforts, and list of potential outreach opportunities.

- Task 1.1 Identify and contact partners to coalesce around current research and outreach on lawn care and nutrient loss.
- Task 1.2 Identify and review existing turf management and water quality impacts-related research and outreach materials; preliminarily identify opportunities to strengthen outreach.
- Task 1.3 Work with partners to discuss 1) what's available 2) what's new 3) what's missing. Continue to identify opportunities to strengthen outreach and prioritize them.
- Task 1.4 Summarize next steps to address water quality and landscaping/turf management outreach.

Objective 2: Build on existing materials to develop homeowner outreach pilot program components focused on water quality based cultural practices for turf nutrient management.

Measures of Success: Outreach materials updated and produced for pilot program.

Deliverables: Promotional prompts for desired behaviors, 4,000 UNHCE-NHSG Green Grass Blue Water (or similar) flyer printed, two UNH CE-NHSG touch screen computers containing an interactive educational module about water quality-friendly lawn care.

- Task 2.1 Customize and purchase 2,000 bag clips, 1,000 measuring tapes, 1,000 rain gauges for campaign promotional prompts (i.e, Know the square footage, Store unused fertilizer (only use what's needed), Don't overwater).
- Task 2.2 Update Green Grass Blue Water flyer and post links on related UNH CE and NHSG web pages.
- Task 2.3 Print 4,000 copies of flyer.

Task 2.4 Set up two touch screen computers for in-store customers to access an interactive educational module (decision tree) for water-quality friendly cultural and fertilization practices for lawns (Touch screens were previously purchased by NH Sea Grant/UNH Coop Extension).

Objective 3: Pilot outreach program messages.

Measures of Success: Outreach materials distributed and reactions captured.

Deliverables: Green Grass Blue Water flyers and bag clips distributed to garden centers and key organizations and individuals, requests for materials from organizations and individuals filled, and photos of two installed touchscreen computers, and customer or garden center owner reactions captured.

Task 3.1 Install one touchscreen computer featuring the WQ-lawn care decision tree in each of two garden centers.

Task 3.2 Promote outreach material usage through press releases, websites, and complementary outreach efforts of partners and stakeholders identified in Task 1.

Task 3.3 Promote outreach materials and messages through the WMUR TV gardening spot Grow it Green ABC (shown twice a week to 107,000N NH viewers per week).

Task 3.4 Distribute in person outreach materials (kits with bag clips, rain gauges, measuring tape, soil test information, and flyer) to customers at one to three sites or community events.

Task 3.5 Survey garden center staff/owners on interactive touch screen usage.

Objective 4: Fulfill project management and reporting requirements as required by NHDES.

Measures of Success: Submit all deliverables and report progress in meeting performance targets to NHDES on a semi-annual basis and submit final project report to NHDES.

Deliverables: Final report.

Task 4.1 Develop schedules and timelines to assure all work is completed during the grant period.

Task 4.2 Complete and submit final report and financial documentation by September 30, 2018. The final report shall comply with the NHDES and EPA requirements found in the final report guidance document on the NHDES Watershed Assistance Section webpage and shall include results of the pilot effort and a plan for how the results of this program will be used in future fertilizer related outreach efforts.

E. Deliverables Schedule: Please refer to section D above.

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.

The total reimbursement shall not exceed the grant award of \$20,000.

Project Period: 4/15/2018 9/30/2018

| Budget Items | State Funding | Cost Sharing (if required) | Total |
|-----------------------------|---------------|-------------------------------|--------|
| 1. Salaries & Wages | 5,826 | 0 | 5,826 |
| 2. Employee Fringe Benefits | 2,458 | 0 | 2,458 |
| 3. Travel | 243 | 0 | 243 |
| 4. Supplies and Services | 9,655 | 0 | 9,655 |
| 5. Equipment | 0 | 0 | 0 |
| 6. Facilities & Admin Costs | 1,818 | 0 | 1,818 |
| Subtotals | 20,000 | 0 | 20,000 |
| In Kind Contribution | | 0 | 0 |

| | |
|----------------------|--------|
| Total Project Costs: | 20,000 |
|----------------------|--------|

G. Funding Credit: All materials produced for public distribution shall be reviewed and approved by State Project Director prior to distribution and when appropriate shall include a citation that funding was provided by the New Hampshire Department of Environmental Services with the NHDES logo.

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 **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.**