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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road, Concord, New Hampshire 03301

603-271-2214
FAX: 603-271-6488
www.nhdf.org

April 22, 2016

Her Excellency Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Forests and Lands to exercise a contract renewal option with Deirdre Brickner-Wood (VC #164712), Durham, NH, in the amount of \$40,000 for the coordination of land protection activities under the Federal Forest Legacy Program from July 1, 2016 through June 30, 2018. The original contract was approved by Governor and Executive Council on 6/4/2014, Item #63. **100% Federal Funds**

Funding is available as follows pending budget approval for Fiscal Year 2018:

03-35-35-351010-35460000 Forest Legacy - II 020-500249 Current Expenses	<u>FY 2017</u> \$20,000	<u>FY 2018</u> \$20,000
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EXPLANATION

Forest Legacy is a Federal program created to protect forest land that is threatened by conversion to non-forest uses. Protection will be achieved through acquisition of conservation easements and fee acquisition. Since 1990, the Department of Resources and Economic Development (DRED) has held the responsibility of administering the New Hampshire State Forest Legacy Program whereby 249,524 acres of undeveloped forestland have been protected through Conservation Easements. The Legacy Program works voluntarily with landowners seeking to assure their lands remain as working forest. The contractor for the State will work with landowners and project partners to bring these land protection projects to fruition. Currently three "Legacy" land protection projects are in process. It is due to New Hampshire's exceptional success at closing Legacy Projects that the grant has been awarded to the State for so many years running.

Ms. Brickner-Wood has performed exemplary work on the New Hampshire Forest Legacy Program. Under previous contracts, Ms. Brickner-Wood has worked as a land acquisition consultant for DRED since October 2001. Based on her past performance, education, and experience, we seek your approval to renew this contract.



The contract has been approved by the Division of Personnel and the Office of the Attorney General. Your approval will provide the State with valuable assistance, assuring that Legacy Projects are completed in a timely and efficient manner, thereby protecting choice working forestland of the State, in perpetuity.

Respectfully submitted,

Concurred,

(SW)

BC.
for Brad W. Simpkins
Director

Jeffrey J. Rose
Commissioner

JJR/BWS/bc
attachments

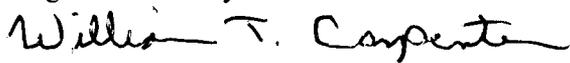
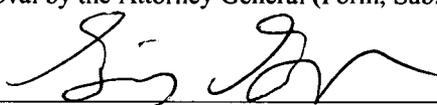
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Resources and Economic Development		1.2 State Agency Address 172 Pembroke Road- Concord, NH 03302	
1.3 Contractor Name Deirdre Brickner-Wood		1.4 Contractor Address 1 Colony Cove Road - Durham, NH 03824	
1.5 Contractor Phone Number 603-868-6112	1.6 Account Number 3546-020-500249	1.7 Completion Date June 30, 2018	1.8 Price Limitation not to exceed \$40,000
1.9 Contracting Officer for State Agency Bill Carpenter - Bureau Administrator		1.10 State Agency Telephone Number 603-271-2214; ext:318 Fax 603-272-6488	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Deirdre Brickner-Wood, Sole Proprietor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4-26-16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace		WILLIAM T. CARPENTER, Notary Public My Commission Expires March 28, 2017	
1.14 State Agency Signature  Date: <u>5/4/16</u>	1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner		
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana J. O'Leary</u> Director, On: <u>5/10/16</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/13/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

“LAND PROTECTION CONSULTANT”

The Contractor shall provide contractual services to the State of New Hampshire, Department of Resources and Economic Development, Division of Forests and Lands for the coordination of land protection activities under the federal Forest Legacy Program.

SCOPE OF WORK

Funded through a \$40,000, 24 month federal grant, to provide the following services under the coordination and direction of the Director of the Division of Forests and Lands:

- Communicate and promote “Forest Legacy Program” guidelines and purposes.
- Assist landowners, landowner agents, state and local officials, private non-profit land protection organizations, and others in the development of formal project applications
- Assist in the drafting of legal documents such as deeds, easements, options and agreements
- Coordinate the development of project components including, survey work, title work, appraisals, tract descriptions, hazardous waste assessments, baseline documentation reports, cultural and historical resource review, ecological resource review, and recreation plans.
- Assist in the coordination and preparation of project closings

EXHIBIT B

Contract Price: The Contractor shall be paid at a rate of \$55.00 per hour. In addition, reimbursements shall be made for direct expenses including travel expenses (mileage based on the IRS standard rate), postage, copies, telephone, and other authorized direct expenses. The total contract amount is not to exceed \$40,000.

Billing: The Contractor shall submit invoices monthly, including receipts for direct expenses. Invoices shall be sent to the attention of Bill Carpenter, Administrator of the Land Management Bureau, Division of Forest and Lands, 172 Pembroke Road, Concord, NH 03301.

Term: This contract shall commence upon approval of the Governor and Executive council starting July 1, 2016, with a completion date of June 30, 2018.

EXHIBIT C

Insurance: Applicant is self-employed/self-insured working out of her home office. Consequently, the provisions of paragraph 14 regarding insurance are hereby waived.

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~~Renewal: Upon satisfactory completion of the duties described in Exhibit A, and the recommendation of the Department of Resources and Economic Development, Division of Forests and Lands, this contract may be renewed for an additional two-year period with the approval of Governor and Executive Council.~~

Handwritten initials:
J
PBW
BWB

Dea Brickner-Wood

EMPLOYMENT and EXPERIENCE

Dea Brickner-Wood
Blue Sky Associates
Planning and Land Conservation Consulting
Durham, New Hampshire
1993 - present

Provide consulting services to state and regional private non-profit organizations, federal and state public agencies, municipal governments, and private landowners in the areas of planning; land conservation; grant proposal development, evaluation and administration; strategic planning; organizational and program development; and participation program design, training and facilitation.

Active Contracts and Projects

Great Bay Coordinator, Great Bay Resource Protection Partnership

1995 - present. The Nature Conservancy, NH Chapter, and Society for the Protection of NH Forests for the GBRPP. Direct the Partnership's organizational operations, conservation program development and implementation in the Great Bay and coastal region. The Partnership consists of state and regional non-profit conservation organizations and land trusts, federal and state public agencies and municipalities.

Forest Legacy Program Consultant, State of New Hampshire, Division of Forest and Lands

2001 - present. State of NH, Department of Resources and Economic Development, Division of Forest and Lands, Concord, NH. Provide services in project development and implementation for the federally funded Forest Legacy conservation program in New Hampshire.

Administrator, State Conservation Committee Conservation License Plate Grant Program

2009 - present. State of NH, Department of Agriculture, State Conservation Committee, Concord, NH. Responsible for the administration of the State Conservation Committee's Conservation "Moose Plate" Grant Program.

Completed Projects

U.S. Forest Service Stewardship Financing of Forest Legacy Conservation Easements

Brickner-Wood, D. 2013. U.S. Forest Service Stewardship Financing of Forest Legacy Conservation Easements. U.S. Department of Agriculture, U.S. Forest Service, Northern Area State and Private Forestry, Newtown Square, PA. Publication Number: NA-FR-01-14.

New Hampshire Fish and Game Department, Concord, NH

Conservation Land Transfer Project

2005 - 2013. Managed the annual transfer of conservation lands to the State of New Hampshire.

Great Bay National Estuarine Research Reserve Management Plan 2006-2010

Brickner-Wood, D & Wellenberger, P. 2006. Great Bay National Estuarine Research Reserve Management Plan 2006-2010. Great Bay National Estuarine Research Reserve, NH Fish and Game Department, Durham, NH.

Society for the Protection of NH Forests, Concord, NH

Great Bay Ecoregion Resource Assessment Project

1996 - 1997. SPNHF in partnership with the US Environmental Protection Agency, Boston, MA and Great Bay National Estuarine Research Reserve.

New Hampshire Coastal Initiative Project, Phase I and II

1994 - 1995; 1996 - 1997. SPNHF in partnership with NH Office of Energy & Planning, Coastal Program.

Land Conservation Project Development

1993 - 1997. Completed land conservation projects for the SPNHF in the New Hampshire seacoast region.

The United Way of the Greater Seacoast Strategic Plan 1998 – 2003

1997 - 1998. United Way of the Greater Seacoast, Portsmouth, NH.

Wild and Scenic Lamprey River Land Protection Project

1993 - 1998. U.S. National Park Service, Rivers Program, Boston, MA in partnership with the Lamprey River Advisory Committee and Lamprey River Watershed Association, Durham, NH.

Land Conservation Project Document Development

2003 - 2007. Town of Newmarket, NH. Southeast Land Trust of New Hampshire, Exeter NH.

Grant Development, Evaluation and Administration

1999 - present.

- Successful development of federal, state and foundation grant proposals, totaling over \$10 million in grant funds, on behalf of public and non-profit entities. Responsible for project implementation and administration.
- Served on the following foundation boards providing application evaluation and funding recommendations: New England Grassroots Environmental Foundation (Board 2009 - 2013, President 2010-2013; Grant Review Committee 2004-2008, Chairperson 2005 - 2008); and the New Hampshire Charitable Foundation, Piscataqua Region Grant Review Committee.

Development, Training, Participation and Facilitation Projects

1984 - present. Organization and program development, participatory meeting design, professional and volunteer training, and event facilitation.

On Belay Board Retreat

2013. On Belay, Durham, NH.

Growing Places Community Workshop

2005. Growing Places, Durham, NH.

Gumpus Musquash Conservation Association Organizational Development

2001. Pelham- Hudson, NH.

Land Conservation Primer, EPA Training Session

1999. Society for the Protection of NH Forests, Concord, NH.

The Child Care Collaborative Community Forums

1996 and 2001. The Child Care Collaborative, Durham, NH.

New Hampshire Seacoast Outreach Committee Workshop (NROC)

1998. New Hampshire Fish and Game Department, Durham, NH.

New Hampshire Estuaries Project Annual Work Session
1997. New Hampshire Estuaries Project, Portsmouth, NH.

Town of Durham Community Development Plan
1995. Town of Durham, NH.

Vermont Historic Preservation Plan, 1987 - 1990
1986 - 1987. State of Vermont Division for Historic Preservation, Montpelier, VT.

North Country Septage Waste Management Planning
1984. North Country Council, Franconia, NH.

Workshops and Lectures: Citizen Participation, Community Development, Planning and Land Conservation.
1986 - 1992. Conducted workshops and lectures for communities, regional and state agencies, and academic institutions throughout the State of Vermont.

Employment

Champlain Valley Director, Vermont Land Trust, Inc.
Montpelier, Vermont
1989 - 1992

Community Planner, Town & Village of Stowe, Vermont
1986 - 1989

Community Development Specialist, State of Vermont
Department of Housing and Community Affairs, Montpelier, Vermont
1984 - 1986

Regional Land Use Planner, Mount Rogers Planning District Commission
Marion, Virginia
1982 - 1983

Regional Planner, West Michigan Regional Planning Commission
Grand Rapids, Michigan. Environmental Careers Organization, Lower Great Lakes, Chicago, Ill.
1980

PUBLICATIONS and REPORTS

Brickner-Wood, D. 2013. U.S. Forest Service Stewardship Financing of Forest Legacy Conservation Easements. U.S. Department of Agriculture, U.S. Forest Service, Northern Area State and Private Forestry, Newtown Square, PA. Publication Number: NA-FR-01-14.

Brickner-Wood, D & Wellenberger, P. 2006. Great Bay National Estuarine Research Reserve Management Plan 2006-2010. Great Bay National Estuarine Research Reserve, NH Fish and Game Department, Durham, NH.

Brickner-Wood, D. 1997, 2000. Great Bay Resource Protection Partnership habitat protection plan; Great Bay New Hampshire Focus Area, Atlantic Coast Joint Venture of the North American Waterfowl Management Plan. Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood, D. 1997. Resource Protection Partnership: Great Bay Ecoregion Great Bay Resource Protection Project. Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood D. & Bechtel, D. 2000. Crommet Creek Watershed and Great Bay Management Plan, Great Bay Focus Area, New Hampshire. Prepared for the Great Bay Resource Protection Partnership, NH.

Glode, J. & Brickner-Wood, D. 2012. Crommet Creek Conservation Area Management Plan Prepared for the Great Bay Resource Protection Partnership, NH.

EDUCATION and PROFESSIONAL DEVELOPMENT

Masters of Urban and Regional Planning

Virginia Polytechnic Institute and State University, Blacksburg, Virginia. 1981

Concentration: Environmental Planning; Citizen Participation and Community Development.

Bachelor of Arts in Geography

West Virginia University, Morgantown, West Virginia. 1979

Concentration: Natural Resources; Regional Economics.

Professional Development Seminars in the following areas:

Mediation and Conflict Resolution

Estate Planning

Economic Development Financing, National Development Council

Main Street Revitalization, Downtown Revitalization Institute, National Main Street Center

References Available Upon Request

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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214
FAX: 603-271-6488
www.nhdfi.org

April 29, 2014

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Forests and Lands to enter into a two-year contract, with an option to renew for an additional two-year period, with Deirdre Brickner-Wood (VC #164712), Durham, NH, in the amount of \$37,000 for the coordination of land protection activities under the Federal Forest Legacy Program from July 1, 2014 through June 30, 2016. 100% Federal Funds

Funding is available in account titled, Forest Legacy - II, as follows and pending budget approval for Fiscal Year 2016:

	<u>FY 2015</u>	<u>FY 2016</u>
03-35-35-351010-35460000-020-500249 Current Expense	\$ 18,500	\$ 18,500

EXPLANATION

Forest Legacy is a federal program created to protect forest land that is threatened by conversion to non-forest uses. Protection will be achieved through acquisition of conservation easements and fee acquisition. Since 1990, the Department of Resources and Economic Development (DRED) has held the responsibility of administering the New Hampshire State Forest Legacy Program whereby 234,300 acres of undeveloped forestland have been protected through Conservation Easements. The Legacy Program works voluntarily with landowners seeking to assure their lands remain as working forest. The contractor for the State will work with landowners and project partners to bring these land protection projects to fruition. Currently four (4) "Legacy" land protection projects are in process. It is due to New Hampshire's exceptional success at closing Legacy Projects that the grant has been awarded to the State for many years running.

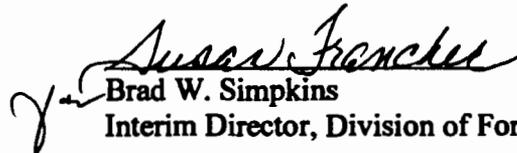
A Request for Proposal (RFP) for the consultant position was posted on the Administrative Services and the Division of Forest and Lands websites. Ms. Brickner-Wood was the only bid received.



Under previous contracts Ms. Brickner-Wood has worked as a land acquisition consultant for DRED since October 2001. Based on her bid and past performance, education and experience, we seek your approval to renew the Contract with her.

The Contract has been approved by the Division of Personnel and by the Office of the Attorney General. Your approval will provide the State with valuable assistance, assuring that Legacy Projects are completed in a timely and efficient manner, thereby protecting choice, working forestland of the State, in perpetuity.

Respectfully submitted,


Brad W. Simpkins
Interim Director, Division of Forests and Lands

Concurred,


Jeffrey J. Rose
Commissioner

JJR/BWS/bc

Attachments

Subject:

Forest Legacy Consultant

FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Resources and Economic Development		1.2 State Agency Address P.O. Box 1856 - Concord, NH 03302-1856	
1.3 Contractor Name Deirdre Brickner-Wood VC#164712		1.4 Contractor Address 1 Colony Cove Road - Durham, NH 03824	
1.5 Contractor Phone Number 603-868-6112	1.6 Account Number 3546-020-500249	1.7 Completion Date June 30, 2016	1.8 Price Limitation not to exceed \$37,000
1.9 Contracting Officer for State Agency Bill Carpenter - Bureau Administrator		1.10 State Agency Telephone Number 603-271-2214; ext: 318 Fax 603-272-6488	
1.11 Contractor Signature <i>Deirdre Brickner-Wood</i>		1.12 Name and Title of Contractor Signatory Deirdre Brickner-Wood, Sole Proprietor	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>4/25/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Barbara Landgraf</i>			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature <i>Jeffery J. Rose</i>		1.15 Name and Title of State Agency Signatory Jeffery J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Sana Williams</i> Director, On: <u>5-5-14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>5/13/14</u>			
1.18 Approval by the Governor and Executive Council By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DFLJ
Date 4/25/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

“LAND PROTECTION CONSULTANT”

Shall provide contractual services to the State of New Hampshire, Department of Resources and Economic Development, Division of Forests and Lands for the coordination of land protection activities under the federal Forest Legacy Program.

SCOPE OF WORK

Funded through a \$37,000, 24 month federal grant, to provide the following services under the coordination and direction of the Director of the Division of Forests and Lands:

- Communicate and promote “Forest Legacy Program” guidelines and purposes.
- Assist landowners, landowner agents, state and local officials, private non-profit land protection organizations, and others in the development of formal project applications
- Assist in the drafting of legal documents such as deeds, easements, options and agreements
- Coordinate the development of project components including, survey work, title work, appraisals, tract descriptions, hazardous waste assessments, baseline documentation reports, cultural and historical resource review, ecological resource review, and recreation plans.
- Assist in the coordination and preparation of project closings

EXHIBIT B

Contract Price:

The Contractor shall be paid at a rate of \$50.00 per hour. In addition, reimbursements shall be made for direct expenses including travel expenses (mileage based on the IRS standard rate), postage, copies, telephone, and other authorized direct expenses. The total contract amount is not to exceed \$37,000 through June 30, 2016.

Billing:

The Contractor shall submit invoices monthly, including receipts for direct expenses. Invoices shall be sent to the attention of Bill Carpenter, Administrator of the Land Management Bureau, Division of Forest and Lands, 172 Pembroke Road, P.O. Box 1856, Concord, NH 03302-1856.

EXHIBIT C

Insurance:

Applicant is self-employed/self-insured working out of her home office. Consequently, the provisions of paragraph 14 regarding insurance are hereby waived.

Renewal

Upon satisfactory completion of the duties described in Exhibit A, and the recommendation of the Department of Resources and Economic Development, Division of Forests and Lands, this contract may be renewed for an additional two year period with the approval of Governor and Executive Council.

Dea Brickner-Wood

EMPLOYMENT and EXPERIENCE

Dea Brickner-Wood
Blue Sky Associates
Planning and Land Conservation Consulting
Durham, New Hampshire
1993 - present

Provide consulting services to state and regional private non-profit organizations, federal and state public agencies, municipal governments, and private landowners in the areas of planning; land conservation; grant proposal development, evaluation and administration; strategic planning; organizational and program development; and participation program design, training and facilitation.

Active Contracts and Projects

Great Bay Coordinator, Great Bay Resource Protection Partnership

1995 - present. The Nature Conservancy, NH Chapter, and Society for the Protection of NH Forests for the GBRPP. Direct the Partnership's organizational operations, conservation program development and implementation in the Great Bay and coastal region. The Partnership consists of state and regional non-profit conservation organizations and land trusts, federal and state public agencies and municipalities.

Forest Legacy Program Consultant, State of New Hampshire, Division of Forest and Lands

2001 - present. State of NH, Department of Resources and Economic Development, Division of Forest and Lands, Concord, NH. Provide services in project development and implementation for the federally funded Forest Legacy conservation program in New Hampshire.

Administrator, State Conservation Committee Conservation License Plate Grant Program

2009 - present. State of NH, Department of Agriculture, State Conservation Committee, Concord, NH. Responsible for the administration of the State Conservation Committee's Conservation "Moose Plate" Grant Program.

Completed Projects

U.S. Forest Service Stewardship Financing of Forest Legacy Conservation Easements

Brickner-Wood, D. 2013. U.S. Forest Service Stewardship Financing of Forest Legacy Conservation Easements. U.S. Department of Agriculture, U.S. Forest Service, Northern Area State and Private Forestry, Newtown Square, PA. Publication Number: NA-FR-01-14.

New Hampshire Fish and Game Department, Concord, NH

Conservation Land Transfer Project

2005 - 2013. Managed the annual transfer of conservation lands to the State of New Hampshire.

Great Bay National Estuarine Research Reserve Management Plan 2006-2010

Brickner-Wood, D & Wellenberger, P. 2006. Great Bay National Estuarine Research Reserve Management Plan 2006-2010. Great Bay National Estuarine Research Reserve, NH Fish and Game Department, Durham, NH.

Society for the Protection of NH Forests, Concord, NH

Great Bay Ecoregion Resource Assessment Project

1996 - 1997. SPNHF in partnership with the US Environmental Protection Agency, Boston, MA and Great Bay National Estuarine Research Reserve.

New Hampshire Coastal Initiative Project, Phase I and II

1994 - 1995; 1996 - 1997. SPNHF in partnership with NH Office of Energy & Planning, Coastal Program.

Land Conservation Project Development

1993 - 1997. Completed land conservation projects for the SPNHF in the New Hampshire seacoast region.

The United Way of the Greater Seacoast Strategic Plan 1998 - 2003

1997 - 1998. United Way of the Greater Seacoast, Portsmouth, NH.

Wild and Scenic Lamprey River Land Protection Project

1993 - 1998. U.S. National Park Service, Rivers Program, Boston, MA in partnership with the Lamprey River Advisory Committee and Lamprey River Watershed Association, Durham, NH.

Land Conservation Project Document Development

2003 - 2007. Town of Newmarket, NH. Southeast Land Trust of New Hampshire, Exeter NH.

Grant Development, Evaluation and Administration

1999 - present.

- Successful development of federal, state and foundation grant proposals, totaling over \$10 million in grant funds, on behalf of public and non-profit entities. Responsible for project implementation and administration.
- Served on the following foundation boards providing application evaluation and funding recommendations: New England Grassroots Environmental Foundation (Board 2009 - 2013, President 2010-2013; Grant Review Committee 2004-2008, Chairperson 2005 - 2008); and the New Hampshire Charitable Foundation, Piscataqua Region Grant Review Committee.

Development, Training, Participation and Facilitation Projects

1984 - present. Organization and program development, participatory meeting design, professional and volunteer training, and event facilitation.

On Belay Board Retreat

2013. On Belay, Durham, NH.

Growing Places Community Workshop

2005. Growing Places, Durham, NH.

Gumpus Musquash Conservation Association Organizational Development

2001. Pelham- Hudson, NH.

Land Conservation Primer, EPA Training Session

1999. Society for the Protection of NH Forests, Concord, NH.

The Child Care Collaborative Community Forums

1996 and 2001. The Child Care Collaborative, Durham, NH.

New Hampshire Seacoast Outreach Committee Workshop (NROC)

1998. New Hampshire Fish and Game Department, Durham, NH.

New Hampshire Estuaries Project Annual Work Session
1997. New Hampshire Estuaries Project, Portsmouth, NH.

Town of Durham Community Development Plan
1995. Town of Durham, NH.

Vermont Historic Preservation Plan, 1987 - 1990
1986 - 1987. State of Vermont Division for Historic Preservation, Montpelier, VT.

North Country Septage Waste Management Planning
1984. North Country Council, Franconia, NH.

Workshops and Lectures: Citizen Participation, Community Development, Planning and Land Conservation.

1986 - 1992. Conducted workshops and lectures for communities, regional and state agencies, and academic institutions throughout the State of Vermont.

Employment

Champlain Valley Director, Vermont Land Trust, Inc.
Montpelier, Vermont
1989 - 1992

Community Planner, Town & Village of Stowe, Vermont
1986 - 1989

Community Development Specialist, State of Vermont
Department of Housing and Community Affairs, Montpelier, Vermont
1984 - 1986

Regional Land Use Planner, Mount Rogers Planning District Commission
Marion, Virginia
1982 - 1983

Regional Planner, West Michigan Regional Planning Commission
Grand Rapids, Michigan. Environmental Careers Organization, Lower Great Lakes, Chicago, Ill.
1980

PUBLICATIONS and REPORTS

Brickner-Wood, D. 2013. U.S. Forest Service Stewardship Financing of Forest Legacy Conservation Easements. U.S. Department of Agriculture, U.S. Forest Service, Northern Area State and Private Forestry, Newtown Square, PA. Publication Number: NA-FR-01-14.

Brickner-Wood, D & Wellenberger, P. 2006. Great Bay National Estuarine Research Reserve Management Plan 2006-2010. Great Bay National Estuarine Research Reserve, NH Fish and Game Department, Durham, NH.

Brickner-Wood, D. 1997, 2000. Great Bay Resource Protection Partnership habitat protection plan: Great Bay New Hampshire Focus Area. Atlantic Coast Joint Venture of the North American Waterfowl Management Plan. Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood, D. 1997. Resource Protection Partnership: Great Bay Ecoregion Great Bay Resource Protection Project. Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood D. & Bechtel, D. 2000. Crommet Creek Watershed and Great Bay Management Plan, Great Bay Focus Area, New Hampshire. Prepared for the Great Bay Resource Protection Partnership, NH.

Glode, J. & Brickner-Wood, D. 2012. Crommet Creek Conservation Area Management Plan Prepared for the Great Bay Resource Protection Partnership, NH.

EDUCATION and PROFESSIONAL DEVELOPMENT

Masters of Urban and Regional Planning

Virginia Polytechnic Institute and State University, Blacksburg, Virginia. 1981

Concentration: Environmental Planning; Citizen Participation and Community Development.

Bachelor of Arts in Geography

West Virginia University, Morgantown, West Virginia. 1979

Concentration: Natural Resources; Regional Economics.

Professional Development Seminars in the following areas:

Mediation and Conflict Resolution

Estate Planning

Economic Development Financing, National Development Council

Main Street Revitalization, Downtown Revitalization Institute, National Main Street Center

References Available Upon Request