



The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**



October 1, 2014

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 enter into a **sole source** Cooperative Project Agreement with the University of New Hampshire (VC #177867-B46) in the amount of \$45,199 to complete the Soak Up the Rain Great Bay Landscaper Training Project, effective upon Governor and Council approval through March 31, 2016. 100% Federal Funds.

Funding is available in the accounts as follows:

	<u>FY 2015</u>
03-44-44-442010-36510000-102-500731	\$45,199
Dept. Environmental Services, Coastal Restoration Grant, Contracts for Program Services	

EXPLANATION

This request is **sole source** as DES was awarded a Projects of Special Merit grant from the National Oceanic and Atmospheric Administration (NOAA), which specified a partnership with the University of new Hampshire Cooperative Extension (UNHCE) to implement and expand the Soak Up the Rain Great Bay program. Through partnerships with the UNHCE and the Great Bay Stewards (GBS), this project will encourage residential and lot-scale stormwater management, coordinate messaging about stormwater, and provide a way for communities, residents, and environmental professionals to communicate about stormwater, nonpoint source (NPS) pollution, and other coastal water quality issues. Implementation of Soak Up the Rain Great Bay will help to raise the awareness and the acceptance of the shared responsibility for clean water, and the ease and abundance of voluntary opportunities to reduce NPS pollution at the lot scale. This project will also help to build community resilience to climate change related impacts, such as storm frequency, intensity, and flooding by promoting infiltration of stormwater on residential properties to reduce risk.

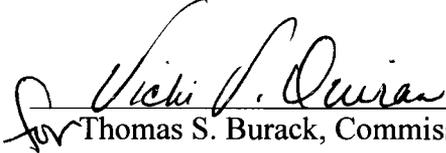
Specifically, DES will work with the University of New Hampshire Cooperative Extension (UNHCE) to develop and implement a Soak Up the Rain Landscaper Training program that will update the *Landscaping at the Water's Edge* publication to emphasize water quality as well as develop a training program for professional landscapers. The program will train professional landscapers to install stormwater management practices



suitable for small sites, such as rain barrels and dry wells, and to consider site drainage when designing and performing other landscaping services.

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 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.

  
\_\_\_\_\_  
for 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 **3/31/16**. 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: **Soak Up the Rain Great Bay**

- 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: Eric Williams, Supervisor  
 Address: NH Dept. of Environmental Services  
 29 Hazen Drive, PO Box 95  
 Concord, NH 03301  
 Phone: 603-271-2358

**Campus Project Administrator**

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

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Jillian McCarthy, Stormwater Coord.  
 Address: NH Dept. of Environmental Services  
 29 Hazen Drive, PO Box 95  
 Concord, NH 03301  
 Phone: 603-271-8475

**Campus Project Director**

Name: Cathy Neal, Extension Professional  
 Address: UNH Dept. of Biological Sciences  
 G36 Spaulding Life Sci. Bldg.  
 38 Academic Way  
 Durham, NH 03824  
 Phone: 603-862-3208

F. Total State funds in the amount of \$45,199 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. **NA14NOS4190048** from **National Oceanic and Atmospheric Administration** 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.

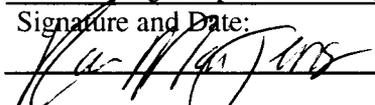
G. Check if applicable

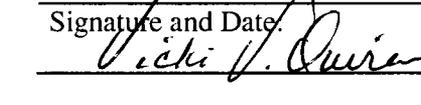
Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

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:  9/23/14

**By An Authorized Official of:**  
**Department of Environmental Services**  
Name: Thomas S. Burack  
Title: Commissioner  
Signature and Date: 

**By An Authorized Official of:** the New Hampshire Office of the Attorney General  
Name: Laura Noether  
Title: Senior Assistant Attorney General  
Signature and Date:  10/16/14

**By An Authorized Official of:** the New Hampshire Governor & Executive Council  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

Campus Authorized Official KJ  
Date 9/23/14

## EXHIBIT A

- A. Project Title:** Soak Up the Rain Great Bay
- B. Project Period:** October 1, 2014 - March 31, 2016
- C. Objectives:** Develop and implement a two-level Soak Up the Rain Landscaper Training program for professional landscapers.
- D. Scope of Work:**
1. Hold initial Landscaper Training Program scoping meeting with project staff including UNH CE, DES, and other relevant partners such as NHLA.  
Deliverable: Outline for level one (concepts and basic practices) and level two (stormwater practice installation) training programs including training topics, potential speakers, and draft agendas.
  2. Develop preliminary level one training program materials.  
Deliverable: Draft training resources including presentation outlines, guidance documents, speaker bios, and other resources are ready for work group and DES review.
  3. Develop preliminary level two training program materials.  
Deliverable: Draft training resources including presentation outlines, guidance documents, speaker bios, and other resources are ready for work group and DES review.
  4. Update or create supplement for Landscaping at the Water's Edge publication online to strengthen information on targeted water quality considerations.  
Deliverable 1. Draft version complete and ready for work group and DES review.
  5. Present draft training program materials and Landscaping at the Water's Edge update to work group and DES for comment.  
Deliverable: Presentation to work group meeting. Work group and DES suggestions incorporated into revised materials as appropriate.
  6. Finalize preliminary level one training program materials.  
Deliverable: Training resources including presentations, guidance documents, speaker bios, and other resources are finalized, printed, or otherwise produced and ready to use for landscaper training.
  7. Finalize preliminary level two training program materials.  
Deliverable: Training resources including presentations, guidance documents, speaker bios, and other resources are finalized, printed, or otherwise produced and ready to use for landscaper training.
  8. Finalize the Landscaping at the Water's Edge update based on work group input.  
Deliverable: Final update complete and document published and available on UNHCE, DES, and SOAK program websites.
  9. Schedule and market training workshops to target audiences.  
Deliverable: Completed marketing, including press release, email and other distribution of workshop notification. Scheduled level one and level two workshops. Registration lists.

10. Conduct Level One Workshops.

Deliverable: Attendee lists and summary of training including evaluation survey results.

11. Host Level Two Workshops.

Deliverable: Attendee lists and summary of training including evaluation survey results.

12. Website update.

Deliverable: Summaries of training materials available on UNHCE website. Lists of participants created and posted to website (with attendee permission) to create a directory of trained professionals available for property owners wanting to hire installation of SOAK recommended stormwater practices.

Additional Requirements of the Agreement

Outreach Materials

All materials produced for public distribution shall be reviewed and approved by State prior to distribution and shall include the DES and NOAA logos and the following citation: "This project was funded, in part, by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration". State will reply with approval within 30 days of Campus submission of materials.

E. Deliverables Schedule:

Task	Estimated Completion Date	
1	03/01/15	NOTE: "a" pertains to level one trainings "b" pertains to level two trainings
2	03/01/15	
3	06/01/15	
4	03/01/15	
5	a - 03/01/15, b - 6/01/15	
6	05/01/15	
7	01/15/16	
8	05/01/15	
9	a - 05/01/15, b - 1/15/16	
10	05/01/15	
11	01/15/16	
12	03/01/16	

F. Budget and Invoicing Instructions:

All services shall be performed to the satisfaction of DES before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of an associated invoice. Campus will submit invoices to DES on regular Campus invoice forms accompanied by the reports for each task completed in accordance with the invoice date in the schedule specified below. Each invoice will specify the agreed-upon total price for the completed task. DES will pay campus within 30 days of receipt of each invoice and task completion report. Campus will submit its final invoice not later than 75 days after the Project Period end date. Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit A, Section D. Scope of Work.

	Invoice date	
Upon completion and DES approval of Tasks 1 - 2	(3/1/15)	5,000

Campus Authorized Official KJ  
Date 9/23/14

Upon completion and DES approval of Tasks 3 & 5b	(6/1/15)	5,000
Upon completion and DES approval of Tasks 4 & 5a	(3/1/15)	10,000
Upon completion and DES approval of Tasks 6	(5/1/15)	5,000
Upon completion and DES approval of Tasks 7	(1/15/16)	5,000
Upon completion and DES approval of Task 8	(5/1/15)	5,000
Upon completion and DES approval of Task 9	(1/15/16)	5,000
Upon completion and DES approval of Tasks 10-12	(3/1/16)	5,199

TOTAL:	45,199
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## 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 .

**EXHIBIT C - Deliverable Schedule**

Task	Description	Month																			
		2014			2015									2016							
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR		
1	Host scoping meeting																				
2	Draft level 1 training resources complete																				
3	Draft level 2 training resources complete																				
4	Draft Landscaping at the Water's Edge update complete																				
5	Presentation of draft materials to work group																				
6	Final level 1 training resources complete																				
7	Final level 2 training resources complete																				
8	Landscaping at the Water's Edge update finalized and published (web)																				
9	Training sessions scheduled and marketed																				
10	Host Level 1 Workshops																				
11	Host Level 2 Workshops																				
12	Website update																				

Blocks with "1" pertain to level one training (including LatWE revisions)

Blocks with "2" pertain to level two training (series of installation practices)

Blocks with no numbers are general project tasks.

**Attachment A  
Budget Estimate**

<b>Budget Item</b>	<b>NOAA Grant Funding</b>
Salaries & Wages	\$21,539.00
Employee Fringe Benefits	\$8,293.00
Travel	\$840.00
Supplies and Services	\$5,200.00
Equipment	\$0.00
Facilities & Admin Costs	\$9,327.00
Construction	\$0.00
<b>Total Grant Amount</b>	<b>\$45,199.00</b>