



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

October 31, 2013

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

*Retroactive
Sole Source*

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **Retroactive, Sole Source** agreement with the University of New Hampshire (UNH) - Cooperative Extension (VC # 177867-R007), Durham, NH, in the amount of \$15,074, to provide Wetlands Assessment Training to wetland professionals and the public, effective as of October 1, 2013 through September 30, 2014, upon Governor and Council approval. 100% Federal funds.

Funding is available in the account as follows:

	<u>FY 2014</u>
03-44-44-44442010-2209-072-500573	\$15,074.00
Dept of Environmental Services, Aquatic Habitat Restoration & Protection, Grants-Federal	

EXPLANATION

Under this agreement UNH will provide wetland assessment training on the NH Method to two separate audiences - professionals and community volunteers. The purpose of the two-day training classes is to provide participants with classroom instruction and hands-on field experience in using the NH Method and the NH Wetlands Mapper. Amanda Stone (of UNH Cooperative Extension) is the principal author and editor of the NH Method, the system recognized in New Hampshire for wetlands evaluation, and she and two of her colleagues who assisted in writing the NH Method have the most in-depth collective expertise on this topic. Because of this, DES is entering into this **Sole Source** agreement with UNH to provide this training. This agreement is **retroactive** because the grant agreement was not returned to DES by UNH until after the beginning of the project, October 1, 2013.

The NH Method was first published in 1991 and has been widely used by communities for the purpose of Prime Wetlands designation. Since its first publication, new studies, technologies and data have become available. The 2011 and 2012 publications of the NH Method have been updated to reflect new sources of information and technology. Part of this training will include a one day session in the computer lab to update the attendees on the new sources of information and technology.

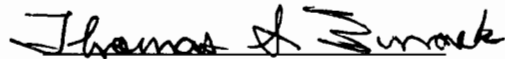
The training, facilitated discussion and field evaluation will ensure consistency in the way participants

apply the NH Method. Following the training, the participants will understand the principles of wetland evaluation and be able to conduct a wetland evaluation using existing information and by collecting field data.

Total costs for this project equal \$20,080, of which UNH will pay \$5,006 (25%) and DES will pay \$15,074 (75%).

In the event that federal funds no longer become available, General Funds will not be requested to support this initiative. This agreement has been approved by the Attorney General as to form, substance and execution.

We respectfully request your approval.



Thomas S. Burack
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Environmental Services**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **9/30/14**. 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: **Wetland Assessment Training**

- 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: Mary Ann Tilton
 Address: State of New Hampshire
Dept. of Environmental Services
29 Hazen Drive
Concord, NH 03301
 Phone: 603-271-2929

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: Mary Ann Tilton
 Address: State of New Hampshire
Dept. of Environmental Services
29 Hazen Drive
Concord, NH 03301
 Phone: 603-271-2929

Campus Project Director

Name: Amanda Stone
 Address: University of New Hampshire
Cooperative Extension
Room 220, Nesmith Hall
Durham, NH 03824
 Phone: 603-862-1067

F. Total State funds in the amount of \$15,074 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 24 % 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. **CD-96179301** from **U.S. Department of Environmental Protection Agency** under CFDA# **66.000**. 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] 10/14/13

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

Name: Evan M. Kelley
Title: AA
Signature and Date: [Signature] 11-1-13

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

Name: Thomas S. Burack
Title: Commissioner
Signature and Date: [Signature] 10/25/13

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

A. Project Title: Wetland Assessment Training

B. Project Period: 10/1/2013 - 9/30/2014

C. Objectives:

There is a need to provide training to two audiences:

- Professionals - NH DOT, NH Department of Environmental Services staff, and private consultants (including wetland scientists, soil scientists, biologists, etc.)
- Community Volunteers – this includes conservation commissions, planning boards, land trust staff and volunteers, and other interested residents).

The purpose of this proposal is to provide a two-day training program to each of these audiences.

The goals of this training are to:

- Provide participants with classroom instruction and hands-on field experience in using the NH Method and the NH Wetlands Mapper.
- Through training, facilitated discussion and field evaluation, ensure consistency in the way participants apply the NH Method.

Following training, participants will:

- Understand principles of wetland evaluation and be able to conduct a wetland evaluation using existing information and collecting field data.
- Understand how to use the NH Wetlands mapper as a tool for wetland evaluation.

Over the proposed one-year project period, the project team will conduct two 2-day trainings with one training in fall (Professionals) and one training in spring (Community Volunteers)

D. Scope of Work: Project staff will develop the two-day training programs and accompanying materials for each of the two audiences: professionals and for community volunteers.

1. Develop, prepare and present a two-day training curriculum for each of the two audiences.

- Day 1: Indoor classroom training - This will include covering the following:
 - o Principles of wetland evaluation using the NH Method
 - o Discussion of wetland functions, including a focus on the Flood Storage Function. Classroom instruction will include a review of the questions in each function to ensure a relatively high level of consistency amongst observers for field evaluation.
 - o Hands-on computer training in the use of the NH Wetlands Mapper
 - o How to complete the data sheets and entering data using the NH Method Excel Spreadsheet and the NH Wetlands mapper
 - o Analyzing and interpreting results (including use of the NH Method Excel Spreadsheet and other tools)
 - o Preparation for Day 2: field evaluation - this will include homework tasks to prepare for field evaluation, including using the NH Wetlands Mapper to generate maps and information and familiarity with the functions in the NH Method.

- Instructors will provide support to training participants via phone and e-mail during the 1-2

- Day 2: Field Training - This will be held one to two weeks after the Indoor classroom training.
 - o Instructors will prepare a master set of maps and completed Appendix B of the NH Method for participants to use as a reference to compare the materials they prepared as homework.
 - o Participants will conduct a full evaluation of a wetland at up to two different wetland field sites, with guidance from the field instructors.
 - o Field evaluation will conclude with discussion of participant evaluation results and reviewing any issues with inter-observer variability.
 - o The training day will conclude with entering data into the spreadsheet.
 - o Identify two wetland sites for indoor and field training.
- Instructors select and visit potential field sites and evaluate suitability for training.
- Conduct two workshops (one for each audience) in spring and in fall during the project period.
- Develop an online evaluation form for all training participants to complete and provide feedback prior to the training, following each training day, and 3 months later after using the NH Method and the NH Wetlands Mapper.

2. Incorporate feedback from training participants into the annual NH Method Update

- Following the spring and fall trainings, instructors will collect feedback from workshop participants via the online evaluation and incorporate this information into the annual NH Method update. This update will include a focus on ensuring consistency in the way the NH Method is applied by adding clarifying language where needed.

E. Deliverables Schedule: See Scope of work

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	3,450	2,716	6,166
2. Employee Fringe Benefits	764	1,257	2,021
3. Travel	750	0	750
4. Supplies and Services	7,000	0	7,000
5. Equipment	0	0	0
6. Facilities & Admin Costs	3,110	1,033	4,143
Subtotals	15,074	5,006	20,080
Total Project Costs:			20,080

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 .