



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

July 3, 2013

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a Sole Source Cooperative Project Agreement with the University of New Hampshire UNH (vendor code 177867) for the purpose of migrating and enhancing the NH Wildlife Sightings database for a total of \$37,538.00 effective upon Governor and Council approval through March 31, 2014. 93% Federal Funds, 7% Nongame Program Funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Year 2014.

03 75 75 751520-2125 Wildlife Program –Nongame Program Management

20-07500-21250000-304-500841 Research and Management FY014 \$37,538

EXPLANATION

The New Hampshire Fish & Game Department (NHFG) will enter into a cooperative project agreement with the University of New Hampshire (UNH) to update the NH Wildlife Sightings database. The UNH created and maintains the existing NH Wildlife Sightings database which has been active since 2002 and this database has been essential for implementing the NH Wildlife Action Plan. The database will be updated to modern technology, incorporate additional functionality, and enhance the overall site navigation, usability and aesthetics to better accommodate vernal pool data. This contract with the University of New Hampshire is in partial fulfillment of a MOA between the NHFG and the Department of Resource and Economic Development - Natural Heritage Bureau to assist with implementing a grant titled "Modeling Vernal Pool Locations and Outreach" from the US Environmental Protection Agency (MOA approved by G&C on 12/5/12).

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Fish and Game Department
and the
University of New Hampshire of the **UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

NH FISH & GAME
MAY 28 2013
WILDLIFE DIVISION

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Fish and Game Department**, (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 **3/31/14**. 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: **NH Wildlife Sightings Site Migration and Enhancement Project**

- 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: Kathy Ann LaBonte
Address: NH Fish and Game Dept
11 Hazen Drive
Concord, NH 03301
Phone: 603-271-2741

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: Michael Marchand
Address: NH Fish and Game Dept
11 Hazen Drive
Concord, NH 03301
Phone: 603-271-2461

Campus Project Director

Name: Fay Rubin
Address: Earth Systems Research Center
Morse Hall
University of New Hampshire
Durham, NH
03824
Phone: 603-862-4240

F. Total State funds in the amount of \$37,538.00 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. **CD-96169501, a Clean Water Act section 104(b)(3) wetland grant awarded to DRED-NHB with funding provided to NHFG, and F13AF00230 State Wildlife Grant T9-T-2 from Environmental Protection Agency and U.S. Fish and Wildlife Service** under CFDA# **66.461 and 15.634**. 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.

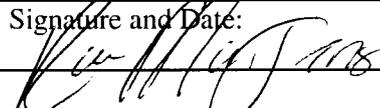
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen

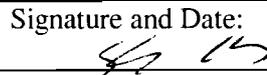
Title: ~~Manager, Sponsored Programs Administration~~

Signature and Date:  5/23/13

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

Name: ~~Evan J. Mulholland~~ Allen Brock

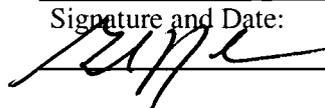
Title: Assistant Attorney Dept. of Justice

Signature and Date:  7/9/13

**By An Authorized Official of:
NH Fish and Game Department**

Name: Glenn Normandeau

Title: Executive Director

Signature and Date:  7/9/13

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

Name: _____

Title: _____

Signature and Date: _____

Campus Authorized Official 
Date 5/23/13

EXHIBIT A

A. Project Title: NH Wildlife Sightings Site Migration and Enhancement Project

B. Project Period: July 1, 2013 – March 31, 2014

C. Objectives: The primary project objectives include:

- 1) migrating the current NH Wildlife Sitings Site to a new technology suite,
- 2) incorporating additional functional elements to the site,
- 3) enhancing the site navigation, usability, and aesthetics; and
- 4) enhancing the site to display properly on mobile devices.

D. Scope of Work:

Task 1. Migrate site to new technology: The current NH Wildlife Sightings Site is utilizing ArcGIS Server (mapping), ASP.net (scripting), and Oracle/SDE (database component). The Campus Project Director will manage the migration of the current site to a new open source environment, which will utilize Open Layers Map Server (mapping), perl (scripting), and Postgres (database component). The advantages of migrating to this new environment are significant, and include: Will allow for ongoing content management by designated administrative users Map performance/speed will be improved Will allow for use of Google or Bing map interfaces, including enabling address searches Will facilitate incorporation of additional reporting options Will minimize or eliminate limitations on photo uploads Will allow leveraging code written for other web mapping applications Will extend the number of staff who can assist when issues arise.

Task 2. Incorporate new functionality: The Campus Project Director will coordinate with the Fish and Game Project Director to specify new functional elements that will be incorporated in the site. These will include Home page - additional summary reporting options; options for users to view/query/download their record sets

- Site page – addition of observer address field; implementing option to pick from existing site entries; include Sites visible as table and on map.
- Observation page - addition of data fields; implementation of address geocoding to map location; implementation of audio file upload option
- Vernal pool page – modify page to accommodate new fields and allow for bulk upload of data.
- Administrative tools including Vouchering – addition of new query options, addition of ability to add new taxonomic groups

Task 3. Enhance the site navigation, usability, and aesthetics. The Campus Project Director will coordinate with the Fish and Game Project Director to improve the “user experience” on the site, by improving overall site navigation and by working with a UNH graphic artist to enhance the aesthetics.

Task 4. Enhance the site to display properly on mobile devices. The site will be modified to enable entering data via mobile phone. This will require changing the style sheets, modifying the forms, and conducting additional testing. Administrative functions will not be incorporated in the mobile phone version of the site.

E. Deliverables Schedule:

Tasks 1-3 will be completed by January 31, 2014. Task 4 will be completed by March 31, 2014. UNH will meet with NHFG on at least 2 days to review specifics of project and review progress.

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.

Summary of costs:

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	4,786	0	4,786
2. Employee Fringe Benefits	2,216	0	2,216
3. Travel	0	0	0
4. Supplies and Services	20,160	0	20,160
5. Equipment	0	0	0
6. Facilities & Admin Costs	10,376	0	10,376
Subtotals	37,538	0	37,538
Total Project Costs:		37,538	

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 .



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

November 9, 2012

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Resources and Economic Development, Division of Forests and Lands, Natural Heritage Bureau to enter a Memorandum of Agreement (MOA) with the Department of Environmental Services (DES) (VC# 177894) in the amount of \$33,736 for the development of outreach materials, including a vernal pool website and enhanced field guide materials which is in compliance with a grant awarded by the US Environmental Protection Agency (EPA) upon Governor and Council approval through April 30, 2014. 100% Federal Funds
2. Further authorize the Department to enter into a MOA with New Hampshire Fish and Game (NHFG) (VC# 177911) in the amount of \$30,000 for upgrading their Wildlife Sightings website to better accommodate vernal pool data which is in compliance with a grant awarded by the EPA upon Governor and Council approval through April 30, 2014. 100% Federal Funds

Funding is available in account titled Natural Heritage – Federal, as follows and pending budget approval for Fiscal Year 2014 with authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

		<u>FY 2013</u>	<u>FY 2014</u>
03-35-35-351010-21040000-049-500294	Transfer to Other State Agencies	\$31,868	\$31,868

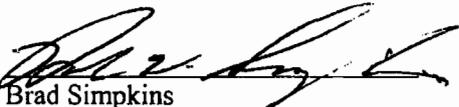
EXPLANATION

The Department's Natural Heritage Bureau (NHB) has been awarded a grant from the EPA to conduct a project titled "Modeling Vernal Pool Locations and Outreach." Vernal pools are temporary bodies of water that provide critical breeding habitat for multiple species of amphibians. The purpose of the project is to develop a predictive model for vernal pool habitats, and to conduct outreach efforts to facilitate resource identification and protection, through a collaborative effort with DES and NHFG. The MOA's formalize this collaboration, i.e. DES will be developing outreach materials, including a vernal pool website and enhanced field guide materials, as well as assisting NHB with the development of the predictive model, and NHFG will be upgrading their Wildlife Sightings website to better accommodate vernal pool data.

The Attorney General's Office has approved both MOA's as to form, substance, and execution.



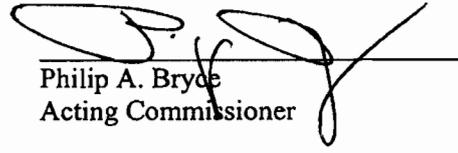
Respectfully submitted,



Brad Simpkins
Interim Director

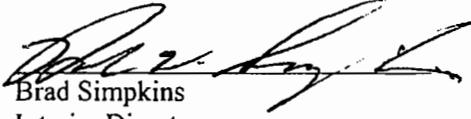
Concurred,

TW



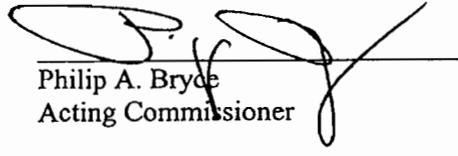
Philip A. Bryce
Acting Commissioner

Respectfully submitted,


Brad Simpkins
Interim Director

Concurred,

TW


Philip A. Bryce
Acting Commissioner

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
NATURAL HERITAGE BUREAU
AND THE
NEW HAMPSHIRE FISH AND GAME DEPARTMENT**

PROJECT: Modeling Vernal Pool Locations and Vernal Pool Outreach

This Memorandum of Agreement (hereinafter called the "Agreement"), describes a project which has been agreed to by the Department of Resources and Economic Development Natural Heritage Bureau (DRED-NHB) and the New Hampshire Fish and Game Department (NHFG), that includes the development of a model to predict the location of vernal pools, as well as efforts to improve information provided to the public and natural resource professionals on vernal pools. This project is funded from the following federal Clean Water Act section 104(b)(3) wetland grant awarded to DRED-NHB by EPA on September 20, 2012.

Grant (Federal Assistance ID No. CD-96169501): *Modeling Vernal Pool Locations and Outreach*

The following is a general description of the EPA approved grant work plan elements involving NHFG:

Task 2 of the EPA approved work plan involves the development of a model for predicted potential vernal pool locations. This will include NHFG providing DRED-NHB with any existing data or leads to existing data on vernal pool locations and distribution, as well as any references on previous modeling efforts as part of a literature review. Input and feedback on the development of the model will also be provided. Task 3 involves outreach to the general public and natural resources professionals on vernal pool habitats and wildlife. This outreach will include an update by NHFG to the NHFG *Identification and Documentation of Vernal Pools in New Hampshire* manual, which was last updated in 2004. NHFG will also upgrade the Wildlife Sightings website to more easily accommodate vernal pool data.

Termination of any paragraph, part, or section of this Agreement per the conditions described herein shall not be interpreted as termination of the entire Agreement. The period of this Agreement shall be from the date of Governor and Council approval to no later than April 30, 2014 or as agreed by written extension as signed by the parties to this agreement.

For the purpose of this Agreement, DRED-NHB and NHFG agree to cooperate as follows.

- A. The New Hampshire Fish and Game Department agrees to perform the following tasks by the dates and time periods shown (unless time extensions are otherwise authorized by DRED-NHB):
1. Attend meetings on the collection of existing data and model development.
 2. Provide input and feedback on the Quality Assurance Project Plan (QAPP), which is to be developed by DRED-NHB.
 3. Compile known vernal pool information held by NHFG, and provide this information to DRED-NHB by January 31, 2013.
 4. Provide GIS expertise and assist with the development of the vernal pool location model, with an initial draft of the model completed by May 31, 2013.

5. Assist with the update the NHFG *Identification and Documentation of Vernal Pools in New Hampshire* manual, including documentation sheets for secondary vernal pool indicators, with an initial draft completed by December 31, 2013.
6. Upgrade the Wildlife Sightings website to more easily accommodate vernal pool data, with the improvements completed by January 31, 2014.

B. The Department of Resources and Economic Development Natural Heritage Bureau agrees to:

1. Assign responsible staff to serve as the contact person with NHFG regarding any provision of this agreement.
2. Transfer funds not to exceed \$30,000 from DRED-NHB to NHFG upon Governor and Council approval of this Agreement in accordance with the following schedule of payment:

Schedule of Payment

Invoices will be submitted quarterly by NHFG to DRED-NHB. Payment shall be provided within thirty (30) days of billing.

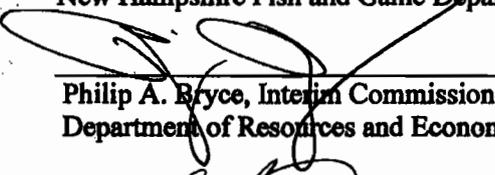
IN WITNESS WHEREOF, the respective parties have hereunto set their hand on the dates indicated.

Date 11/6/12



 Glenn Normandeau, Executive Director
 New Hampshire Fish and Game Department

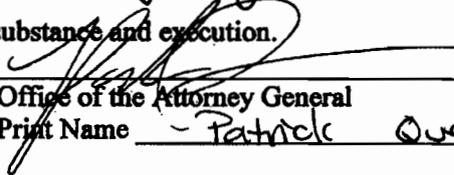
Date 11/15/12



 Philip A. Bryce, Interim Commissioner
 Department of Resources and Economic Development

Reviewed and approved as to form, substance and execution.

Date 11/17/12



 Office of the Attorney General
 Print Name Patrick Queenan

SECRETARY OF STATE

I hereby certify that the foregoing contract was approved by the Governor and Executive Council of the State of New Hampshire at their meeting on _____.

Signed _____

5. Assist with the update the NHFG *Identification and Documentation of Vernal Pools in New Hampshire* manual, including documentation sheets for secondary vernal pool indicators, with an initial draft completed by December 31, 2013.
6. Upgrade the Wildlife Sightings website to more easily accommodate vernal pool data, with the improvements completed by January 31, 2014.

B. The Department of Resources and Economic Development Natural Heritage Bureau agrees to:

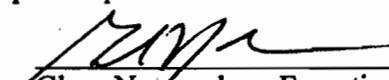
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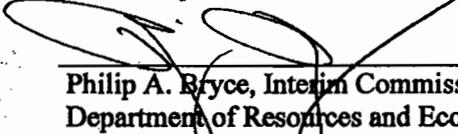
IN WITNESS WHEREOF, the respective parties have hereunto set their hand on the dates indicated.

Date 11/6/12



 Glenn Normandeau, Executive Director
 New Hampshire Fish and Game Department

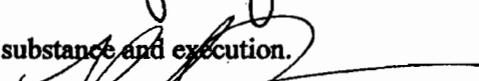
Date 11/15/12



 Philip A. Bryce, Interim Commissioner
 Department of Resources and Economic Development

Reviewed and approved as to form, substance and execution.

Date 11/19/12



 Office of the Attorney General
 Print Name Patrick Queenan

SECRETARY OF STATE

I hereby certify that the foregoing contract was approved by the Governor and Executive Council of the State of New Hampshire at their meeting on _____.

Signed _____

