The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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August 8, 2022 SEP02'22 AM 9:56 RCVD

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire, Sponsored Programs Administration (VC #315187-B083), Durham, NH, in the amount of $10,000 to provide Water Quality training for NHDOT professionals and wetland consultants, effective upon Governor and Council approval through June 30, 2023. 100% Federal funds.

Funding is available in the following account:

	FY 2023
03-44-44-442010-044-18820000-102-500731	$10,000

Dept. of Environmental Services, Wetland Protection/Development, Contracts for Program Services

EXPLANATION

This agreement is **SOLE SOURCE** because the University of New Hampshire Stormwater Center (UNHSC) is the primary leader on stormwater practices in the northeast. They are a dynamic research, testing, and educational facility which serves as a stormwater technical resource for State agencies, municipalities, water managers, planners, and design engineers in New England, and throughout the United States. The agreement will retain UNHSC to provide Water Quality trainings tailored to NHDOT professional consultants and Wetland consultants to summarize latest best management water quality treatment practices, efficiencies, and factors that impact effectiveness. Additionally, UNHSC will participate in water quality training planning meetings with NHDES, NHDOT, and other presenters to share insights and recognized approaches to best practices to protect water quality.

In the event that Federal funds become no longer available, general funds will not be requested to support this project.

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

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COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Enfironmental 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 Enfironmental 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 **6/30/23**. 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: **Advancing Education, Wetland Functional Assessments, and Data Systems**

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	**Campus Project Administrator**
Name: Mary Ann Tilton	Name: Dianne Hall
Address: NH Wetlands Bureau Dept of Environmental Serivces 29 Hazen Dr. Concord NH 03301	Address: University of New Hampshire Sponsored Serivces Administration 51 College Rd. Durham, NH 03824
Phone: 603-271-2929	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	**Campus Project Director**
Name: Mary Ann Tilton	Name: Dr. James Houle
Address: NH Wetlands Bureau Dept of Environmental Serivces 29 Hazen Dr. Concord, NH 03301	Address: University of New Hampshire Stormwater Center 33 Academic Way Durham NH 03824
Phone:	Phone:

Campus Authorized Official KJ
Date 7/26/22

F. Total State funds in the amount of **$10,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

☐ Campus will cost-share % of total costs during the term of this Project Agreement.

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **00A00292** from **US Environmental Protection Agency** under CFDA# **66.461**. 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:Director, Pre Award Sponsored Programs Administration
Signature and Date: Karen Jensen Digitally signed by Karen Jensen Date: 2022.07.26 10:13:23 -04'00'

By An Authorized Official of:
Department of Environmental Services
Name: Robert R. Scott
Title: Commissioner
Signature and Date: 8/8/22

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: MARK L. LUCAS
Title: AA Fumm
Signature and Date: 8/30/22

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

Campus Authorized Official KJ
Date 7/26/22

EXHIBIT A

A. **Project Title:** Maintaining and Enhancing the New Hampshire Coastal Viewer

B. **Project Period:** Upon G&C approval through June 30. 2023

C. **Objectives:** The goal of this task is to provide water quality training to NHDOT and wetlands scientists and environmental consultants in connection with wetlands permitting applications.

D. **Scope of Work:** Campus will complete the following activities:

Activity 1 – Participate in Planning meetings to review draft presentations, talking points, handouts. Participate in meetings with NHDES LRM Manager, wetlands bureau administrator, Alteration of terrain administrator, Public highway supervisor, and highway specialist, and NHDOT Bureau of Environment Administrator. Review of draft presentations to ensure coordination, consistency and exchange of curriculum topics and audience tailored messaging.

Activity 2 – Develop necessary Powerpoints, curriculum, handouts, training materials for water quality training as identified in the planning meetings.

Activity 3 - Participate in the two Water Quality Training sessions. The training sessions will be held remotely using Microsoft Teams and are scheduled to be held on September 16 and 23, 2022 via Remote Team two morning sessions. UNH will provide its presentation on during the second session 2.

Activity 4 – Participate in a follow up meeting with NHDES to evaluate the training sessionsrecap session. Participants in the meeting will Review feedback from audience, attendees, and speakers on lessons learned and any follow up actions needed by participants in the training.

E. **Deliverables Schedule:** Campus shall provide one progress report and one final report. The progress report shall include electronic copies of the final training materials from Activity 2 and shall be due on or before October 31, 2022. The final report will shall summarize Activities 1, 2, 3, and 4 and shall be due on or before December 31, 2022

F. **Budget and Invoicing Instructions:** Campus will submit its first invoice on regular Campus invoice form for $5,000 on October 31, 2022. 2nd and final invoice on regular Campus invoice form shall be submitted at project period end date for $5,000. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date. State understands and expressly agrees this is a firm fixed price Agreement. Campus is under no obligation to provide State with any financial reporting, supporting documentation or justification of expenditures made in the performance of the Services as a condition of payment. No portion of the Total Agreement Price will be returned to State upon Campus's completion of the Services.

G. Other: Funding Credit and ADA Compliance: All final work products and outreach materials shall include the EPA, NHDES logos and shall state that "This project was funded, in part, by EPA under the Wetland Program Development grant in conjunction with the New Hampshire Department of Environmental Services Wetlands Bureau" All final work products must meet the applicable

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Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

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

Campus Authorized Official KJ
Date 7/26/22