



New Hampshire Fish and Game Department

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Scott R. Mason
 Executive Director

April 30, 2021

His Excellency, Governor Christopher T. Sununu
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

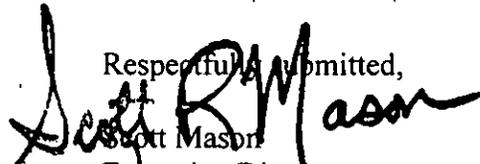
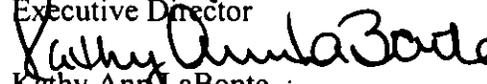
REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a sole source no cost Cooperative Project Agreement with the University of New Hampshire Cooperative Extension 4-H Camps (vendor code 177867) Durham, NH for the purpose of operating the Barry Conservation Camp located at the Berlin Fish Hatchery effective upon Governor and Council approval through August 31, 2026.

EXPLANATION

The New Hampshire Fish and Game Department and the University of New Hampshire Cooperative Extension 4-H Camps have offered summer camp experiences for youth between the ages of 10 and 16 since 1984. Since the beginning, the partnership with NH 4-H Camps and the Fish and Game Department has been essential in helping to carry out our mission of teaching conservation. Since the early 1990's, there has been a Memorandum of Understanding regarding the operation of the camp during the summer residential season. These memoranda's have been for a five-year time period. Under the project agreement, accreditation, liability and the relationship between the two organizations is clearly defined. Both are responsible for content of the program and training of counselors. No money passes from either organization.

The small camp houses up to 38 campers weekly. Conservation education and hunter safety topics are intended for middle and teen-aged campers. The program features, outdoor ethics, safe gun handling, fisheries and wildlife management, fishing, canoeing, map and compass, range time for rifle, shotgun and archery as well as swimming and other camp activities.

Respectfully Submitted,

 Scott R. Mason
 Executive Director

 Kathy Ann LaBonte
 Chief, Business Division

New Hampshire Fish and Game...connecting you to life outdoors.

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **University of New Hampshire**

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, **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 **8/31/26**. 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: **Barry Conservation Camp Memorandum of Understanding**

- 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: Fish & Game Department
11 Hazen Drive
Concord, NH 03301

Phone: 603 271-2274

Campus Project Administrator

Name: Cheryl Moore
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 113
Durham, NH 03824

Phone: 603-862-1992

- 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: Mark Beauchesne
Address: Fish & Game Department
11 Hazen Drive
Concord, NH 03301

Phone: 603-271-6355

Campus Project Director

Name: Amanda Royce
Address: UNH Cooperative Extension
629 A main St.
Lancaster, NH 03584

Phone: 603-788-4961

F. Total State funds in the amount of \$0 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. _____ from _____ under CFDA# _____. 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: Sponsored Programs Administration, Director
Pre-award

Signature and Date:

Karen Jensen 2/26/21

By An Authorized Official of:

Fish and Game

Name: Scott Mason

Title: Executive Director

Signature and Date:

Scott Mason 4/21/21

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

Name: *Joshua Harrison*

Title: *Assistant Attorney General*

Signature and Date:

Joshua Harrison 5/10/21

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

Name:

Title:

Signature and Date:

EXHIBIT A

A. **Project Title:** Barry Conservation Camp Memorandum of Understanding

B. **Project Period:** G&C Approval through August 31, 2026

C. **Objectives:**

The New Hampshire Fish and Game Department (hereafter referred to as Fish and Game) and the University of New Hampshire Cooperative Extension (hereafter referred to as UNH Cooperative Extension) enter into a five-year agreement for the purpose of jointly conducting a conservation camp for youth during the summers of 2021-2026. The camp will be operated as a summer residential program. The facility at which this camp will be conducted is the Barry Conservation Camp in Berlin NH, owned by Fish and Game.

D. **Scope of Work:**

Fish and Game will provide the following services related to the camp program:

1. Make Barry Conservation Camp available to Cooperative Extension between the dates of the beginning of the third week of June to end of second week in August, in each of the five years for operation of a youth camp, starting June 2021 through August 2026.
2. After receiving evidence of meeting drinking water standard, New Hampshire Fish and Game shall obtain and maintain necessary licensing documents pertinent to the operation of a youth camp.
3. Prepare and maintain buildings and grounds in a clean and serviceable condition, furnish water and maintain the sewage disposal system and provide garbage removal. Pay for utilities including electric, gas and basic phone service. Provide evidence of passing water quality monitoring test in accordance with regulations and requirements as set forth by the New Hampshire Department of Health and Human Services and the American Camp Association and incorporated by reference herein.
4. Assign Fish and Game employees as part of their normal responsibility, to deliver education programs involving wildlife conservation.
5. Fish and Game will provide at least one week each of focused programming on hunter and angler education.
6. Promote the camp through the following clientele channels: Fish and Game news releases to state media, distribution of flyers, volunteer instructors, articles in N.H. WILDLIFE JOURNAL magazine, social media and the Fish and Game website.
7. Develop a maintenance checklist of conditions that establishes standards for building maintenance during camp operation.
7. Provide two (2) dedicated sleeping spaces at the quarters known as the White House, one (1) single room located on the first floor and one (1) large room located on the north side of the second floor. Approval of special provisions for additional space shall be predicated on available space in the White House.

UNH Cooperative Extension will provide the following services related to the Barry Conservation Camp program:

1. Operate camp in a manner consistent with UNH Cooperative Extension policies and standards in accordance with New Hampshire Code of Administrative Rules Wq-900 as set forth by New Hampshire Department of Health and Human Services and the American Camp Association.

2. Provide staff necessary to operate the camp in accordance with guidelines set forth by the New Hampshire Department of Health and Human Services and the American Camp Association.
3. Administer camper registration, receive all camper revenues, procure medical insurance and contribute all funds derived to the operation budget.
4. Pay for long distance calls for camp and camp staff business.
5. Maintain conditions of the buildings to a pre-determined, mutually acceptable standard as detailed in the maintenance checklist referenced above.
6. Notify Fish and Game immediately of any incidents at camp regarding any major injury of campers, volunteer or staff.
7. Provide completed general camp session schedule which outlines meal times, swimming and traditional camp activities one month before staff training, so fish and game content weeks planning can be completed before staff training. Provide any revisions to weekly program schedule before the beginning of each camp session. Year-end report due by November 1 of each year.
8. Procure and administer campership funds.
9. Campus Project Director shall provide the State Project Director with an operation budget for annual camp operations.
10. Ensure compliance with New Hampshire Code of Administrative Rules Wq-900, including the requirement that that all staff and volunteers meet appropriate background screening guidelines (annually) set by the American Camp Association and the New Hampshire Department of Health and Human Services.

Jointly, Fish and Game and UNH Cooperative Extension agree to:

1. Work together to hire a director that is mutually satisfactory.
2. Develop and approve camp curriculum and program activities designed to provide youth with an understanding and appreciation of New Hampshire fish and wildlife resources by December 1st of each year. Descriptions for each week of camp will be completed by December 1st of each year. Camp and Fish and Game staff will agree upon the general camp schedule for each week prior to camp training.
3. Develop costs estimates for items necessary to carry out the camp program by December 1st of each year.
4. Promote camp program and recruit campers through clientele channels.
5. Procure campership funds.
6. Meet on an as needed basis to evaluate camp program and determine feasibility for future camp operations.
7. Provide camp staff training as needed.
8. Keep lines of communication open between State Project Director and Campus Project Director assigned to camp to ensure the smooth operation of camp.
9. Each party shall agree to be inclusive with each other's logos and trade marks on any and all printed materials, electronic media, and promotional items.
10. Require that only firearms approved by 4-H Shooting Sports Coordinator or the Hunter Education will be allowed to be stored and used. Personal firearms not approved are prohibited.
11. This agreement may be terminated in writing upon mutual consent of both parties.

E. Deliverables Schedule: See Scope of Work

F. Budget and Invoicing Instructions: Program income collected will be used in the additive method and will be retained by UNH at the end of each season.

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.** .