



STATE OF NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

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March 19, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (Division), to enter into a **Retroactive, Sole Source** Cooperative Project Agreement with the University of New Hampshire, Cooperative Extension (UNH-CE) (VC #315187), Durham, NH in the amount of \$115,000 to address selected needs of the public in natural resources with university-based educational outreach programs to include areas such as forest stewardship, forest health, urban and community forestry, economic viability, and natural resource conservation education, effective upon Governor and Council approval for the period July 1, 2023 through June 30, 2024. 100% General Funds.

Funding is available in account, Forest & Lands Administration, as follows:

	<u>FY 2024</u>
03-035-035-351510-35000000-045-509045 – Personnel Services Non-Benefited	\$115,000

EXPLANATION

This request is **retroactive** due to the need to update a cooperative project agreement with a scope of work that better reflects the broad range of programs and services to be provided. The agreement is **sole source** because the programs and services are provided through the MOU with DNCR and UNH-CE.

The Cooperative Project Agreement details the specific programs and services UNH-CE will provide the Division to assist in fulfilling its mission to conduct natural resource education and public outreach programs in accordance with RSA 227-G:1 and RSA 227-G:3, II (c).

The Attorney General's Office has reviewed and approved the agreement as to form, substance, and execution.

Respectfully submitted,

Patrick D. Hackley

Patrick D. Hackley
 Director

Concurred,

Sarah Stewart

(SM)

Sarah L. Stewart
 Commissioner

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, DNCR Forests and Lands
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, **DNCR Forests and Lands**, (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 **6/30/24**. 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: FY24 State Forestry Support

- 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: Patrick D. Hackley
Address: DNCR, Forests & Lands
172 Pembroke Rd
Concord, NH 03301
Phone: 603-271-2214

Campus Project Administrator

Name: Darrel Covell
Address: University of New Hampshire
Cooperative Extension
59 College Rd
Durham, NH 03824
Phone: 603-862-3397

- 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: William Guinn
Address: NH DNCR
172 Pembroke Rd
Concord, NH 03301
Phone: 603-271-2645

Campus Project Director

Name: Ken La Valley
Address: University of New Hampshire
Cooperative Extension
59 College Rd
Durham, NH 03824
Phone: 603-862-4343

F. Total State funds in the amount of \$115,000 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 0 % 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, DNCR, Forests and Lands have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title: Director, Pre-Award Compliance
Signature and Date:
Karen Jensen Digitally signed by Karen Jensen
Date: 2024.02.22 17:28:22 -0500

By An Authorized Official of:
DNCR, Forests and Lands
Name: Sarah Stewart
Title: Commissioner
Signature and Date: *Sarah Stewart*
3/25/24

By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name: Sheri Phillips
Title: Assistant Attorney General
Signature and Date:
Sheri Phillips 3/25/2024

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

EXHIBIT A

- A. Project Title:** FY24 State Forestry Support
- B. Project Period:** 7/01/2023 - 6/30/2024
- C. Objectives:** The purpose of this Cooperative Agreement between the Department of Natural and Cultural Resources, Division of Forests and Lands and the University of New Hampshire Cooperative Extension (UNHCE) is to support statewide forest stewardship programming implemented by UNHCE's Forestry staff. The UNHCE Forest Stewardship Program (FSP) addresses needs and issues in natural resources with university-based educational outreach programs in such areas as forest stewardship, forest health, urban and community forestry, economic viability and natural resource conservation education for landowners, natural resource professionals, municipalities, and the public. The State funds allocated by DNCR DFL will be utilized to support the UNHCE Forestry staff to deliver the FSP across throughout New Hampshire.
- D. Scope of Work:** UNHCE FSP will provide forest stewardship education to landowners, natural resource professions, municipalities, and the public through outreach conducted by UNHCE specialists in forest stewardship and such other staff as may be mutually agreed by the Dean and Director, UNHCE and the Director, DFL, to help carry out the FSP. The UNHCE FSP will:
- Provide one-on-one technical assistance for forest landowners (typically 10 acres or greater). UNHCE Forestry staff will meet with landowners on their properties to assess the needs of landowners and forest conditions and provide recommendations, resources, and professional referrals for the landowner to consider to steward and manage their forestland.
 - Provide education and training for forest landowners, municipalities, and the public to gain understanding and appreciation of the critical role forests play to New Hampshire's economy, ecology, and character.
 - Provide education and training for natural resource professionals such as foresters, loggers, and biologists to develop their knowledge and skills to steward and management forestland for their clients.
 - Provide current and relevant information to landowners, natural resource professionals, and the public about current threats and issues impacting New Hampshire's forests including but not limited to information regarding insects and diseases impacting forest health, updates on regulations, or opportunities and emerging forest-based markets.
- E. Deliverables Schedule:** As a member of the Project Administrator's Leadership Team (Division of Forests and Lands), the UNH Extension Forestry Specialist will provide monthly updates on current and proposed activities, programs and publications.

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. The State of NH's FY begins July 1st and ends June 30th, therefore 4th quarter invoices (March-June) must be submitted not later than June 1st of each year. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories, and shall document cumulative cost sharing through the end of the invoicing period if cost share applicable. Campus will submit its final invoice not later than 45 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$115,000	Waiver on all cost share	\$0
2. Employee Fringe Benefits	\$0	0	\$0
3. Travel	\$0	0	\$0
4. Equipment	\$0	0	\$0
5. Supplies and Services	\$0	0	\$0
6. Contractual	\$0	0	\$0
7. Other (Audit Set Aside - Held by State)	\$0	0	\$0
8. Facilities & Admin Costs	\$0	0	\$0
Subtotals	\$0	0	\$0

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