



State of New Hampshire
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES
 DIVISION OF FORESTS & LANDS

172 Pembroke Road Concord, New Hampshire 03301
 Phone: 603-271-2214 Fax: 603-271-6488
 TDD Access: Relay NH 1-800-735-2964
 nhdfi.dncr.nh.gov



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June 5, 2024

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (Department), to enter into a **Retroactive, Sole Source** Cooperative Project Agreement (No. 23-DG-11094200-030 BIL SFAP Forest Stewardship) with the University of New Hampshire, Cooperative Extension (UNH-CE) (VC #315187), Durham, NH in the amount of \$100,056 to address selected needs of the public in natural resources with university-based educational outreach programs to include areas such as urban and community forestry, forest health, and natural resource conservation education, effective upon Governor and Council approval for the period October 1, 2022 through September 30, 2027. 100% Federal Funds.

Funds are available in the following account for Fiscal Years 2024 and 2025, and are anticipated to be available in Fiscal Year 2026, upon continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-351010-35000000, Forest & Lands Administration

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
072-500574 - Grants Federal	\$64,369	\$17,843.50	\$17,843.50

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 also **sole source** because the programs and services are provided through a Memorandum of Understanding (MOU) between the Department and UNH-CE. The MOU was approved by Governor and Council on April 10, 2024, item #59.

The Cooperative Project Agreement details the specific programs and services UNH-CE will provide the Division of Forests and Lands 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
 Director

Concurred,

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 **9/30/27**. 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: 2022 BIL SFAP Forest Stewardship 23-DG-11094200-030

- 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: Mark Faulkenberry
Address: DNCR, Forests & Lands
172 Pembroke Rd
Concord, NH 03301

Phone: 603-271-4159

Campus Project Administrator

Name: Cheryl Moore
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
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: Patrick D. Hackley
Address: DNCR, Forests & Lands
172 Pembroke Rd
Concord, NH 03301

Phone: 603-271-2214

Campus Project Director

Name: Steven Roberge
Address: University of New Hampshire
212 Nesmith Hall
131 main St
Durham, NH 03824

Phone: 603-862-4861

F. Total State funds in the amount of \$100,056 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. 23-DG-11094200-030 from USDA Forest Service under CFDA# 10.664. 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 1/17/24

By An Authorized Official of:

DNCR, Forests and Lands

Name: Sarah Stewart

Title: Commissioner

Signature and Date:

Sarah Stewart 6/11/2024

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 6/13/2024

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

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: 2023 BIL SFAP Forest Stewardship 23-DG-11094200-030

B. Project Period: 10/01/2022 - 9/30/2027

C. Objectives: Throughout the 2020 State Forest Action Plan (SFAP), the use of Good Forestry in the Granite State (GFGS) is identified as an action and a resource for the State to implement eight (8) strategies to meet identified goals across four (4) focal areas. GFGS is the only NH based guide for landowners and the professionals they work with that provides practical recommendations and information on a wide variety of forest resources to help them make informed decisions that sustain the forest for today and the future, and is used as a guide in conservation easements from the state.

D. Scope of Work: Good Forestry in the Granite State, last revised in 2010, will be updated through a multiphase project to reflect the needs of the focus areas in the SFAP and provide forest land owners with current information. This Scope of work reflects the first phase of the GFGS update. This process will be lead by the UNH Cooperative Extension Forest Resource Specialist in cooperation with the State Forester and the GFGS steering committee. The GFGS steering committee will be formed to create the process for revision, identify new chapters, and to assemble the technical teams. Technical teams will revise/add specific chapters and be made up of stakeholders and content specialists. An independent facilitator/consultant will be hired to coordinate the steering committee and technical teams to build consensus and meet revision deadlines created by the steering committee.

E. Deliverables Schedule: UNH Cooperative Extension Forest Resource Specialist will assemble the GFGS steering committee in the winter of 2022/2023. The steering committee will review the 2010 GFGS, identify chapters requiring major revisions, minor revisions, and new chapters to be developed. Steering committee will recruit and form the technical teams for each chapter. An independent facilitator/consultant will be hired by UNH Cooperative Extension to help lead the revision process. Technical teams will meet throughout the funding cycle to review and revise chapters. Chapter drafts will be presented to the steering committee early 2024 for review. The steering committee will present a first draft to the Director of the Division of Forests and Lands and the UNH Cooperative Extension Forest Resource Specialist in spring 2024 for review, completing the first phase of the revision process. Additional phases in the future will continue the revision process and seek public feedback with a final draft developed following revisions and considerations of stakeholder feedback and input.

UNH Cooperative Extension Educators, Specialists and program coordinators will provide natural resource assistance on an ongoing basis. Their activities will include direct one-to-one contact with landowners including woodland exams, presentations to groups, tours, workshops, radio spots, news releases, phone and email consultations, and direct mailing of information. Forest Stewardship related workshops will be presented throughout this funding cycle.

The UNH Cooperative Extension Forestry and Wildlife Program websites nhwoods.org and goodforestry.org provide NH' s natural resource community with access to forestry and natural resource management information. These websites are updated on an ongoing basis. Social media tools will be used on a regular basis to promote our programs, the programs of our partners, and share information with landowners and the pulic. The NH Forest Stewardship Committee will meet annually to provide program guidance.

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	\$15,962	Waiver on all cost share	\$15,962
2. Employee Fringe Benefits	\$5,698	0	\$5,698
3. Travel	\$2,750	0	\$2,750
4. Equipment	0	0	0
5. Supplies and Services	0	0	0
6. Contractual	\$55,000	0	\$55,000
7. Other (Audit Set Aside - Held by State)	\$100	0	\$100
8. Facilities & Admin Costs	\$20,646	0	\$20,646
Subtotals	\$100,156	0	\$100,156

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