



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

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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-11094200-384 Forest Stewardship) with the University of New Hampshire, Cooperative Extension (UNH-CE) (VC #315187), Durham, NH in the amount of \$104,886 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 August 1, 2023 through July 31, 2028. 100% Federal Funds.

Funds are available in the following account for Fiscal Years 2024 and 2025, and are anticipated to be available in Fiscal Years 2026 and 2027, 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.

03-035-035-351010-36710000, UNH Federal Funds

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
072-500574 - Grants Federal	\$26,221.50	\$26,221.50	\$26,221.50	\$26,221.50

**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 **7/31/28**. 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: 2023 Forest Stewardship 23-DG-11094200-384**

- 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

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**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

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**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

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**Phone:** 603-271-2214

**Campus Project Director**

**Name:** Steven Roberge  
**Address:** University of New Hampshire  
Nesmith Hall  
131 Main St.  
Durham, NH 03824

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**Phone:** 603-862-4861

F. Total State funds in the amount of **\$104,886** 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 50 % 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-11094200-384** 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 L. 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 Forest Stewardship - 23-DG-11094200-384
- B. Project Period:** 8/1/23 - 7/31/28
- C. Objectives:** The purpose of the Forest Stewardship Program is to encourage the long-term stewardship of non-federal, non-industrial private forest (NIPF) lands, particularly in priority landscape areas identified in the Statewide Forest Resource Assessment and Strategy (NH Forest Action Plan). In cooperation with the State forestry agencies and the State stewardship coordinating committees, the Forest Stewardship Program promotes healthy forests, sustainable management, and sustainable economic development. The Forest Stewardship Program is funded through an annual appropriation to an Expanded Budget Line Item (EBLI) that includes CFAA Section 5: Forest Stewardship Program and CFAA Section 3: Rural Forestry Assistance
- D. Scope of Work:** Provide technical assistance to forest landowners, present educational programming to forest landowners, and develop and implement written forest stewardship plans. Deliver financial assistance programs to landowners and others in partnership with state and federal agencies, provide ongoing program training for natural resource professionals, and increase the public's awareness and understanding of forest.
- E. Deliverables Schedule:** UNH Cooperative Extension will provide natural resource assistance on an ongoing basis. 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. Extension will also maintain an informational web site as well as use social media tools such as facebook, X, blogs and wikis to promote educational outreach and the various forestry and wildlife activities, events and programs.
- 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 1<sup>st</sup> 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. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 45 days after the Project Period end date.

Budget Items	Federal/State Funding	Cost Sharing	Total
1. Salaries & Wages	\$ 62,495	\$62,557	\$125,052
2. Employee Fringe Benefits	\$ 20,748	\$20,769	\$ 41,517
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)	\$ 105	\$0	\$ 105
Facilities & Admin Costs	\$21,643	\$ 21,665	\$ 43,308
Subtotals	\$104,991	\$104,991	\$ 209,982

## 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