



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 Urban and Community Forestry) with the University of New Hampshire, Cooperative Extension (UNH-CE) (VC #315187), Durham, NH in the amount of \$119,580 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	\$29,895	\$29,895	\$29,895	\$29,895

**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,

Concurred,

(SM)

Patrick D. Hackley  
Director

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 Urban And Community Forestry 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: Darrel Covell  
Address: University of New Hampshire  
Taylor Hall 202  
59 College Road  
Durham, NH 03824

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Phone: 603-862-3397

F. Total State funds in the amount of \$119,580 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  
Digitally signed by Karen Jensen  
Date: 2024.01.18 15:34:19 -0500

**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 Urban and Community Forestry 23-DG-11094200-384
- B. Project Period:** 8/1/2023 - 7/31/2028
- C. Objectives:** The purpose of the New Hampshire Urban and Community Forestry Program is to assist communities with developing strong community forestry programs by encouraging citizen participation, leveraging financial support, and providing technical assistance. Communities will be encouraged to develop sustainable urban forestry programs by partnering with organizations and local resources. To accomplish our program goals we have a network of staff, program partners, and volunteers to provide technical assistance to our communities and New Hampshire citizens. The Community Forestry Advisory Council provides program recommendations annually. We will also partner with the NH Division of Forests and Lands - Forest Health staff in educating community leaders about the impact of invasive insects on the urban forest such as Emerald Ash Borer and Hemlock Woolly Adelgid. To create a stronger and more resilient urban forest, staff will assist communities to develop plans to address potential species loss by recommending a diverse mix of tree species.
- D. Scope of Work:** UNH Cooperative Extension and the NH Division of Forests and Lands in partnership with other conservation organizations provides annual comprehensive training about natural resources. Volunteers participate in an experiential learning process; topics include tree identification, tree maintenance, invasive species identification, climate change, and public outreach. Resource material is provided to participants to enhance their knowledge. Through the Natural Resources Stewards Program, work with volunteers to create educational articles for the newsletter and provide additional educational training for previous graduates of the annual training program. Host an annual training for the current NRS volunteers interested in the NH Big Tree Program and provide resources as needed for volunteers conducting field inspections.
- E. Deliverables Schedule:** UNH Cooperative Extension will report annually on technical assistance, homeowner visits, workshops, and educational presentations related to Urban and Community Forestry delivered to individuals, forestry and related natural resources professionals, communities, and organizations. We will also report on impacts through the Extension Information Center in Goffstown, providing callers, web site visitors and e-mailers with tree care and related educational information to supplement the work of the Urban Forestry Center staff. Similar impacts from volunteer programs such as Natural Resources Stewards and NH Big Tree Program will also be reported.

**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 1<sup>st</sup> and ends June 30<sup>th</sup>, therefore 4<sup>th</sup> 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	State Funding	Cost Sharing	Total
1. Salaries & Wages	\$71,250	\$71,321	\$142,571
2. Employee Fringe Benefits	\$23,655	\$23,679	\$47,334
3. Travel	0	0	0
4. Equipment	0	0	0
5. Supplies and Services	0	0	0
6. Other (Audit Set Aside - Held by State)	\$120	0	\$120
7. Facilities & Admin Costs	\$24,675	\$24,700	\$49,375
Subtotals	\$119,700	\$119,700	\$239,400

## 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