# New Hampshire Fish and Game Department

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Stephanie L. Simek, Ph.D.
Executive Director


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February 12, 2025

Her Excellency, Governor Kelly A. Ayotte
and Honorable Council
State House
Concord, New Hampshire, 03301

**Requested Action**

Authorize the New Hampshire Fish and Game Department (NHFGD) to enter into a **Retroactive** Cooperative Project Agreement with the University of New Hampshire (UNH) Facilities (VC 315187) of Durham, NH, in the amount up to $4,000 to provide snow plowing, snow removal, and sand/salt treatment services for the parking lot at the NH Fish and Game Department's Region 3 office and Bunker Lane storage barn effective upon Governor and Council approval retroactive to December 1, 2024 through April 30, 2025. 100% Fish and Game Funds.

Funding is available in account Marine Fisheries as follows:

**03-75-75-753020-22880000 - Marine Resources Program - Marine Fisheries Management**

| | | FY2025 |
|---|---|---|
| 20-07500-22880000-103-500740 | Contract for Operational Services | Total $4,000 |

**Explanation**

For snowplowing, removal, and ice treatment for Region 3 Office and Bunker Lane Storage Barn for winter 2024/2025. The retroactive request is due to delays through the review process.

Respectfully submitted,

Stephanie L. Simek Ph.D.
Executive Director

Kathy Ann LaBonte, Chief
Business Division

# 2024-25 Region 3, snow plow bid sheet

| | **Region 3 / GBNERR** | | Via Phone calls | |
|---|---|---|---|---|
| Portsmouth Snow Removal | Region 3 | Emailed 8/22/24 | No bid | 9/16/24 |
| Dan Ellison | Region 3 | Emailed 8/22/2024 | No bid | 9/9/24 |
| North Atlantic Snow | Region 3 | Emailed 8/22/2024 | No bid | 9/29/24 |
| Clipper Landscaping | Region 3 | Emailed 8/22/2024 | no response | No response |
| UNH | Region 3 | Emailed 8/22/2024 | Will bid | 9/7/24 |

**COOPERATIVE PROJECT AGREEMENT**
between the
STATE OF NEW HAMPSHIRE, **Fish and Game Department**
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 **04/30/25**. 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: **Region 3/Bunker Barn snow plowing, snow removal, and sand/salt treatment services**

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** | **Campus Project Administrator** |
|---|---|
| Name: Kathy LaBonte | Name: Michelle Martinson |
| Address: NH Fish and Game Department<br>11 Hazen Drive<br>Concord, NH 03301 | Address: University of New Hampshire<br>Facilitiies Business Administration<br>22 Colovos Road<br>Durham, NH 03824 |
| Phone: 603-271-2741 | Phone: 603-862-2169 |

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** | **Campus Project Director** |
|---|---|
| Name: Cheri Patterson/Renee Zobel | Name: Paul Chaloux |
| Address: NH Fish and Game Department<br>225 Main Street<br>Durham, NH 03824 | Address: University of New Hampshire<br>Facilities - Grounds and Events<br>25 Waterworks Road<br>Durham, NH 03824 |
| Phone: 603-868-1095 | Phone: 603-608-8353 |

F. Total State funds in the amount of **$4,000.00** 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, **NH Fish and Game Department** have executed this Project Agreement.

**By An Authorized Official of:**
**University of New Hampshire**
Name: William Janelle
Title: Associate Vice President, Facilities
Signature and Date: 02/11/25

**By An Authorized Official of:**
**NH Fish and Game Department**
Name: Stephanie L. Simek, Ph.D
Title: Executive Director
Signature and Date: 2/20/25

**By An Authorized Official of**: the New Hampshire Office of the Attorney General
Name: Melissa Fales
Title: Assistant Attorney General
Signature and Date: 2/20/25

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

# EXHIBIT A

A. **Project Title:** Region 3/Bunker Barn snow plowing, snow removal, and sand/salt treatment services

B. **Project Period:** Date of Gevernor and Executive Council to April 30, 2025

C. **Objectives:** Snow plowing, removal, and ice treatment for Region 3 Office and Bunker Lane Storage Barn for the winter of 2024/2025.

D. **Scope of Work:** The purpose of this agreement is to have UNH Facilities, 6 Leavitt Lane Durham, NH, provide snowplow, snow removal, and sand/salt treatment services for the New Hampshire Fish and Game Department's Region 3 and their facilities located in Durham, NH, from the retroactive date of December 1, 2024 through April 30, 2025. UNH Facilities will automatically plow the Region 3 office and associated facilities each snow storm at $200.00 per storm regardless of the amount of snow, salt/sand treatment is included in this price. Snow removal from Region 3 parking lot by front end loader will be done only upon request by Regional Office staff for an additional $200.00.

E. **Deliverables Schedule:** Project Period and Scope of Work provide detail on project deliverables and timeline for completion.

F. **Budget and Invoicing Instructions:** $4,000.00

**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