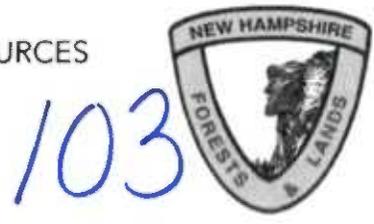


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State of New Hampshire
DEPARTMENT OF NATURAL & CULTURAL RESOURCES
DIVISION OF FORESTS & LANDS

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



May 20, 2025

Her Excellency, Governor Kelly A. Ayotte
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 (Division), to enter into a **Sole Source** Cooperative Project Agreement (Project Title: 24-DG-11094200-183-2024 BIL Forest Stewardship) with the University of New Hampshire, Cooperative Extension (UNH-CE) (VC #315187), Durham, NH in the amount of \$113,476 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 through July 31, 2028. 100% Federal Funds.

Funding is contingent upon Fiscal Committee and Governor and Executive Council approval of an accept and expend request for \$307,000 to be presented to Fiscal Committee at its June 20, 2025 meeting and to Governor and Council on this agenda.

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

072-500577 - Grants Federal	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
	\$85,397	\$21,060	\$7,019

EXPLANATION

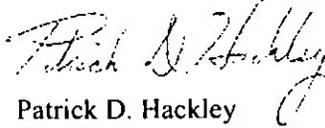
Grant funds will provide an opportunity to augment training for industry professionals and provide workforce development. UNH will purchase a modified harvesting head, a grapple, a york rake, and forestry mulching attachment. Staff will develop programs for private forest landowners and Women-in-the-Woods Training. Through our long-term partnership with UNH the equipment will be available for division staff to use on state land for demonstrations and training.

The agreement is **Sole Source** because the programs and services are provided through a memorandum of understanding (MOU) between DNCR and UNH-CE. The MOU was approved by the 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: 24-DG-11094200-183 - 2024 BIL Forest Stewardship

- 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: Gretchen Swain
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd.
Durham, NH 03824

Phone: _____

- 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: Stephen Roberge
Address: University of New Hampshire
Nesmith Hall
131 Main St.
Durham, NH 03824

Phone: 603-862-4861

F. Total State funds in the amount of \$113,476 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. 24-DG-11094200-183 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: Dianne Hall
Title: Manager, Pre-Award Compliance
Signature and Date: Dianne Hall Digitally signed by Dianne Hall
Date: 2025.01.21 13:05:40
-05'00'

By An Authorized Official of:
DNCR-Forests and Lands
Name: Sarah Stewart
Title: Commissioner
Signature and Date: Sarah Stewart 5/28/25

By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name: Nathan W. Kenison-Marvin
Title: Assistant Attorney General
Signature and Date: Nathan W. Kenison-Marvin June 6, 2025

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

EXHIBIT A

A. Project Title: 24-DG-11094200-183- 2024 BIL Forest Stewardship

B. Project Period: 8/26/24 - 7/31/2028

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: A modified Kubota mini-excavator will be purchased for use in training and recruiting forest industry labor in New Hampshire. A Kubota KX1613 or similar model that has been modified to run a hot-saw harvesting head will be used for this training. In addition to the harvesting head, the "Mini- Harvester" will have other attachments that include a grapple, york rake, forestry mulcher, and bucket. The "Mini-Harvester" is sold by Addington Equipment, Inc. located in Chichester, NH. This harvester will be used to provide educational programming to landowners and training for natural resource professionals.

E. Deliverables Schedule: UNH Extension staff will incorporate the "Mini-Harvester" into existing and new programs for natural resource professionals and University of New Hampshire Students. Most importantly, the "Mini-Harvester" will be used to train new loggers and students. This will allow these groups to gain valuable experience "in the seat," and will prepare them to enter the forest industry workforce better prepared to run machinery on private forestlands. UNH Extension will also use this machinery for demonstrations for forest landowners, invasive plant control, Women-in-the-Woods training and wildfire fuel reduction. Furthermore, the equipment will be integrated into group educational programming through the NH Professional Logger Program, through one-on-one technical training for logging contractors, and to expose potential private sector employees to the equipment. There have been multiple requests for training "new Americans" and minorities on employment visas on forestry equipment.

F. Budget and Invoicing Instructions: Campus will submit invoices to the State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. 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	\$4,764	\$0	\$4,764
2. Employee Fringe Benefits	\$1,786	\$0	\$1,786
3. Travel	\$ 0	\$0	\$ 0
4. Equipment	\$82,000	\$0	\$ 82,000
5. Supplies and Services	\$1,510	\$0	\$1,510
6. Contractual	\$0	\$0	\$0
7. Other (ASA/Held by State)	\$114	\$0	\$114
8. Facilities & Admin Costs	\$23,416	\$0	\$23,416
Subtotals	\$113,590	\$0	\$113,590

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.

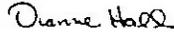
Special Federal provisions are listed here: None or

University System of New Hampshire
Delegation of Signature Authority to the University of New Hampshire

I, Catherine A. Provencher, Vice Chancellor for Financial Affairs and Treasurer of the University System of New Hampshire (USNH), acting pursuant to Policy BOT III. Administrative Policies B. Delegations of Authority, do hereby delegate to the following officer of the University of New Hampshire (UNH): Senior Grant and Contract Administrator III, Pre-Award, UNH the authority to execute on behalf of USNH (includes UNH, PSU, KSC, System Office) all agreements, contracts, and other legal documents related to the provision of research or consulting services, or other sponsored programs with any of the several agencies of the government of the State of New Hampshire provided that such authority shall be exercised in compliance with all applicable USNH policies, including those related to conflict of interest, insurance, additional pay, and competitive bidding.

The named officer may not re-delegate this authority.

I certify that Dianne Hall has been appointed to and now occupies the office of the Senior Grant and Contract Administrator IV, Pre-Award, UNH, and that her signature below is a true and accurate representation of this official signature as executed for the purposes described herein.

 Digitally signed by Dianne Hall
Date: 2024.03.28 09:08:04 -04'00'

Dianne Hall
Manager, Pre-Award Compliance, UNH

This delegation shall take effect immediately and shall remain in effect until revoked.

 Digitally signed by Louise Griffin
Date: 2024.04.02 10:45:09 -04'00'

Louise Griffin
Associate Vice President & Chief Research Administration Officer
University System of New Hampshire

Louise Griffin Digitally signed by Louise Griffin
Date: 2025.02.20 11:43:53 -05'00'

Louise Griffin
Associate Vice President & Chief Research Administration Officer
University System of New Hampshire

Copy: USNH Procurement
USNH: Director, Controller and Financial Operations Center
USNH: General Counsel
KSC: Director Finance & Administration
PSU: Vice President for Finance & Administration
UNH: Office for Vice President of Finance & Administration