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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

August 16, 2017

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 Parks and Recreation (Division) to enter into a **SOLE SOURCE** Cooperative Project Agreement (CPA) with the University of New Hampshire (UNH) (VC #177867) in the amount of \$28,000 for the purpose of completing the Statewide Comprehensive Outdoor Recreation Plan effective upon Governor and Executive Council approval through December 31, 2019. **75% Federal Funds, 25% Agency Income**

Funding is available as follows:

	<u>FY 2018</u>
03-35-35-351510-37170000 LW Conservation Fund Grants 072-500574 Grants Federal	\$21,000
03-35-35-351510-37010000 Parks Administration 102-500731 Contracts for Program Services	\$7,000

EXPLANATION

UNH will prepare a Statewide Comprehensive Recreation Plan (SCORP) acceptable to the National Parks Service on behalf of the Division. Parties to this agreement have agreed that the plan will include analysis of issues, needs, and recommendations. Public participation will play an important role in identifying the above topics. Staff at UNH recently assisted the State of Pennsylvania in the preparation of their SCORP therefore they have unique experience necessary to assist in the preparation of New Hampshire's SCORP. For this reason, sole source approval of this CPA is being requested.

In 2016, the State of New Hampshire received notification of its grant allocation under the Land and Water Conservation Fund (LWCF) program. The LWCF program authorized the Secretary of the Interior to provide financial assistance to States for the acquisition and/or development of public outdoor recreation areas and facilities found to be in accord with the SCORP. Part of the eligibility requirements for the LWCF funding mandates that States have an approved SCORP planning document in place. The agency funds will be used to assist in meeting the required federal match. The current 2013-2018 SCORP is due to expire on December 31, 2018.

The Attorney General's Office has approved this CPA as to form, substance, and execution.

Respectfully submitted,

Concurred,

Philip A. Bryce
Director

Jeffrey J. Rose
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Department of Natural and Cultural Resources**

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, **Department of Natural and Cultural Resources**, (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 **12/31/19**. 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: **Update for Statewide Comprehensive Outdoor Recreation Plan (SCORP)**

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: Eric Feldbaum
Address: 172 Pembroke Rd
Concord, NH 03301
Phone: 603-271-3556

Campus Project Administrator

Name: Susan Sosa
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824
Phone: 603-862-4848

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: Eric Feldbaum
Address: 172 Pembroke Rd
Concord, NH 03301
Phone: 603-271-3556

Campus Project Director

Name: Robert Barcelona
Address: Dept of Rec. Management & Policy
Hewitt Hall
4 Library Way
Durham, NH 03824
Phone: 603-862-1442

F. Total State funds in the amount of **\$28,000** 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

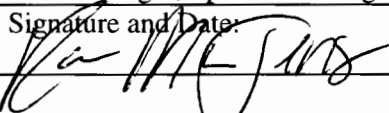
Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

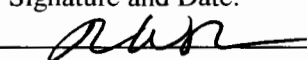
H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's 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.

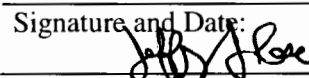
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Natural and Cultural Resources** have executed this Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date:  8/15/17

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**
Name: Rebecca U Ross
Title: Senior Assistant Attorney General
Signature and Date:  8/23/17

**By An Authorized Official of:
Department of Natural and Cultural
Resources**

Name: Jeffrey J. Rose
Title: Commissioner
Signature and Date: 

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

EXHIBIT A

- A. Project Title:** Update for Statewide Comprehensive Outdoor Recreation Plan (SCORP)
- B. Project Period:** 04/01/2017 - 12/31/2019
- C. Objectives:** This Agreement describes the scope of work to be undertaken by the University Of New Hampshire, Department Of Recreation Management and Policy (RMP) and the Department of Natural and Cultural Resources, Division of Parks and Recreation (DNCR) to develop and implement the Statewide Comprehensive Outdoor Recreation Plan (SCORP).

The SCORP satisfies a requirement of the Federal Land and Water Conservation Fund (LWCF) program that States have an approved SCORP on file with the National Park Service (NPS) in order to participate in the LWCF program. The SCORP identifies major needs and opportunities for the State's recreation and natural resources; offers a series of recommendations to address needs; and fulfills the New Hampshire statutory requirements pursuant to RSA 12-A:18, for an outdoor recreation planning program.

The document New Hampshire Outdoors: Statewide Comprehensive Outdoor Recreation Plan served as the State's official policy plan for outdoor recreation for the five year period 2013-2018. The 2013-2018 edition was a collaboration among the Department of Resources and Economic Development (DRED), Office of Energy and Planning, other state agencies, public and private organizations and the general public. It was filed with the NPS and presented to the public. DNCR, formerly DRED, is seeking to update the existing document to produce the 2019 -2023 edition which will evaluate trends in New Hampshire's recreation and identify future directions. The update will be a collaboration between DNCR and RMP.

D. Scope of Work: A. DEPARTMENT OF RECREATION MANAGEMENT AND POLICY AGREES TO:

1. Develop and complete a detailed SCORP project plan and timeline.
2. Meet with stakeholders identified by DNCR which may include representatives from the following:
 - a. New Hampshire Division of Parks and Recreation
 - b. New Hampshire Division of Forests and Lands
 - c. New Hampshire Bureau of Trails
 - d. New Hampshire Bureau of Historic Sites
 - e. New Hampshire Division of Historic Resources
 - f. New Hampshire Department of Fish and Game
 - g. New Hampshire Department of Environmental Services
 - h. National Park Service
 - i. U.S. Forest Service
 - j. U.S. Fish and Wildlife
 - k. U.S. Army Corps of Engineers
 - l. Local Government (Municipalities/Counties/Schools)

3. Update Chapter 1 & 2 of the 2013-2018 SCORP to include general recreation trends, economic impacts, and health and wellness trends in New Hampshire. Update tables and figures in the 2013-2018 plan with most recent data, including various recreation-related reports collected by each organization listed in A.2, above.
4. Update the expressed demand for outdoor recreation in New Hampshire by completing a study to assess demand and support for New Hampshire Outdoor Recreation Resources by Municipally Elected Officials, and Appointed Advisory Recreation and Conservation Councils. RMP will provide DNCR will a list of municipalities and advisory councils that will be included in the study.
5. With new data collection from identified stakeholders, combine Chapters 3 & 4 of the 2013-2018 plan and match goals to stakeholder's priorities under one chapter. New section to include added data from healthy eating healthy living stakeholders and sustainability organizations throughout New Hampshire.
6. Develop and design the plan consistent with State Parks branding, with assistance from the DNCR.
7. Meet with DNCR personnel as needed to review the status of work being carried out under this Agreement.
8. Retain responsibility for ensuring compliance with all applicable federal requirements regarding the use of these funds. Said federal requirements are incorporated herein by reference.
9. Review and provide appropriate comments in a timely manner to requests for information and data submitted from the DNCR.
10. Assign a responsible staff member to oversee this Agreement and to serve as the contact person with the DNCR regarding any provision of the Agreement.
11. Invoice DNCR for the costs as described below.
12. Compile and deliver a completed, updated 2019-2023 SCORP document to DNCR no later than July 1, 2018, on two (2) USB thumb drives.

B. DEPARTMENT OF NATURAL AND CULTURAL RESOURCES AGREES TO:

1. Adhere to all applicable federal requirements regarding the use of these funds.
2. Meet with RMP staff as needed to review the status of the work being carried out under this Agreement and to resolve any problems that might arise.
3. Update and revise the Open Project Selection Process (OPSPS) scoring process and supply RMP staff with the changes to be incorporated to a new Chapter 4.
4. Assign a responsible staff member to oversee the work program and to serve as the contact person with RMP regarding the provisions of this Agreement.
5. Process work payments to RMP in a timely manner.
6. Reimburse RMP for the actual documented, contractual costs incurred in the course of fulfilling this Agreement to complete the SCORP study and report, in an amount not to exceed \$28,000.00 over the

term of the Agreement. This payment is contingent on quarterly invoicing of detailed SCORP-related activities and the availability of LWCF funds.

E. Deliverables Schedule: See SOW

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. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown below. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

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 **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. .**