



# New Hampshire Fish and Game Department

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Scott R. Mason  
Executive Director

5H

January 12, 2023

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a sole source no cost Cooperative Project Agreement with the University of New Hampshire Cooperative Extension 4-H Camps (vendor code 177867) Durham, NH for the purpose of operating the Barry Conservation Camp located at the Berlin Fish Hatchery effective upon Governor and Council approval through August 31, 2028.

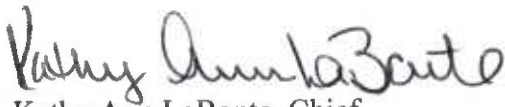
### EXPLANATION

The New Hampshire Fish and Game Department and the University of New Hampshire Cooperative Extension 4-H Camps have offered summer camp experiences for youth between the ages of 10 and 16 since 1984. Since the beginning, the partnership with NH 4-H Camps and the Fish and Game Department has been essential in helping to carry out our mission of teaching conservation. Since the early 1990's, there has been a Memorandum of Understanding regarding the operation of the camp during the summer residential season. These memoranda's have been for a five-year time period. Under the project agreement, accreditation, liability and the relationship between the two organizations is clearly defined. Both are responsible for content of the program and training of counselors. No money passes from either organization.

The small camp houses up to 38 campers weekly. Conservation education and hunter safety topics are intended for middle and teen-aged campers. The program features, outdoor ethics, safe gun handling, fisheries and wildlife management, fishing, canoeing, map and compass, range time for rifle, shotgun and archery as well as swimming and other camp activities.

Respectfully submitted,

  
Scott R. Mason  
Executive Director

  
Kathy Ann LaBonte, Chief  
Business Division

**COOPERATIVE PROJECT AGREEMENT**

between the  
STATE OF NEW HAMPSHIRE, **University of New Hampshire**  
and the  
NEW HAMPSHIRE FISH AND GAME DEPARTMENT

- 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 **8/31/28**. 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: **Barry Conservation Camp Memorandum of Understanding**

- 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: Kathy Ann LaBonte  
Address: Fish & Game Department  
11 Hazen Drive  
Concord, NH 03301  
  
Phone: 603 271-2274

**Campus Project Administrator**

Name: Cheryl Moore  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Rd. Rm 113  
Durham, NH 03824  
  
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: Mark Beauchesne  
Address: Fish & Game Department  
11 Hazen Drive  
Concord, NH 03301  
  
Phone: 603-271-6355

**Campus Project Director**

Name: Andrew Schafermeyer  
Address: UNH Cooperative Extension  
629 A main St.  
Lancaster, NH 03584  
  
Phone: 603-788-4961

F. Total State funds in the amount of \$0 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, **Fish and Game Department** have executed this Project Agreement.

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

Name: Karen M. Jensen

Title: Sponsored Programs Administration, Director  
Pre-award

Signature and Date:

Karen Jensen

Digitally signed by Karen Jensen  
Date: 2022.12.21 16:37:43 -0500

**By An Authorized Official of:  
Fish and Game**

Name: Scott Mason

Title: Executive Director

Signature and Date:

*Scott Mason* 1/12/23

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: *Joshua Harrison*

Title: *Assistant Attorney General*

Signature and Date:

*J. Rossi* 1/17/2023

**By An Authorized Official of: the New  
Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

*as to Form, substance, and execution.*

## EXHIBIT A

**A. Project Title:** Barry Conservation Camp Memorandum of Understanding

**B. Project Period:** G&C Approval through August 31, 2028

**C. Objectives:**

The New Hampshire Fish and Game Department (hereafter referred to as Fish and Game) and the University of New Hampshire Cooperative Extension (hereafter referred to as UNH Cooperative Extension) enter into a five-year agreement for the purpose of jointly conducting a conservation camp for youth during the summers of 2023-2028. The camp will be operated as a summer residential program. The facility at which this camp will be conducted is the Barry Conservation Camp in Berlin NH, owned by Fish and Game.

**D. Scope of Work:**

Fish and Game will provide the following services related to the camp program:

1. Make Barry Conservation Camp available to Cooperative Extension between the dates of the beginning of the third week of June to end of second week in August, in each of the five years for operation of a youth camp, starting June 2023 through August 2028.
2. After receiving evidence of meeting drinking water standards, New Hampshire Fish and Game shall provide the necessary licensing documents pertinent to Cooperative Extension for obtaining the appropriate license through New Hampshire Health and Human Service.
3. Prepare and maintain buildings and grounds in a clean and serviceable condition, furnish water and maintain the sewage disposal system and provide garbage removal. Pay for utilities including electric, gas and basic phone service. Provide evidence of passing water quality monitoring test in accordance with regulations and requirements as set forth by the New Hampshire Department of Health and Human Services and the American Camp Association and incorporated by reference herein.
4. Assign Fish and Game employees as part of their normal responsibility, to deliver education programs involving wildlife conservation.
5. Fish and Game will provide at least one week each of focused programming on hunter and angler education.
6. Promote the camp through the following clientele channels: Fish and Game news releases to state media, distribution of flyers, volunteer instructors, articles in N.H. WILDLIFE JOURNAL magazine, social media and the Fish and Game website.
7. Develop a maintenance checklist of conditions that establishes standards for building maintenance during camp operation.
8. Provide two (2) dedicated sleeping spaces at the quarters known as the White House, one (1) single room located on the first floor and one (1) large room located on the north side of the second floor. Approval of special provisions for additional space shall be predicated on available space in the White House.

UNH Cooperative Extension will provide the following services related to the Barry Conservation Camp program:

1. Operate an officialy licensed camp in a manner consistent with UNH Cooperative Extension policies and standards in accordance with New Hampshire Code of Administrative Rules Wq-900 as set forth by New Hampshire Department of Health and Human Services and the American Camp Association.
2. Provide staff necessary to operate the camp in accordance with guidelines set forth by the New Hampshire Department of Health and Human Services and the American Camp Association.
3. Administer camper registration, receive all camper revenues, procure medical insurance and contribute all funds derived to the operation budget.
4. Pay for long distance calls for camp and camp staff business.
5. Maintain conditions of the buildings to a pre-determined, mutually acceptable standard as detailed in the maintenance checklist referenced above.
6. Notify Fish and Game immediately of any incidents at camp regarding any major injury of campers, volunteer or staff.
7. Provide completed general camp session schedule which outlines meal times, swimming and traditional camp activities one month before staff training, so fish and game content weeks planning can be completed before staff training. Provide any revisions to weekly program schedule before the beginning of each camp session. Year-end report due by November 1 of each year.
8. Procure and administer campership funds.
9. Campus Project Director shall provide the State Project Director with an operation budget for annual camp operations.
10. Ensure compliance with New Hampshire Code of Administrative Rules Wq-900, including the requirement that that all staff and volunteers meet appropriate background screening guidelines (annually) set by the American Camp Association and the New Hampshire Department of Health and Human Services.
11. Provide internet service for camp staff.

Jointly, Fish and Game and UNH Cooperative Extension agree to:

1. Work together to hire a director that is mutually satisfactory.
2. Develop and approve camp curriculum and program activities designed to provide youth with an understanding and appreciation of New Hampshire fish and wildlife resources by December 1st of each year. Descriptions for each week of camp will be completed by December 1st of each year. Camp and Fish and Game staff will agree upon the general camp schedule for each week prior to camp training.
3. Develop costs estimates for items necessary to carry out the camp program by December 1st of each year.
4. Promote camp program and recruit campers through clientele channels.
5. Procure campership funds.
6. Meet on an as needed basis to evaluate camp program and determine feasibility for future camp operations.
7. Provide camp staff training as needed.
8. Keep lines of communication open between State Project Director and Campus Project Director assigned to camp to ensure the smooth operation of camp.
9. Each party shall agree to be inclusive with each other's logos and trade marks on any and all printed materials, electronic media, and promotional items pertaining to Barry Conservation Camp.
10. Require that only firearms approved by 4-H Shooting Sports Coordinator or the Hunter Education will be allowed to be stored and used. Personal firearms not approved are prohibited.
11. This agreement may be terminated in writing upon mutual consent of both parties.

**E. Deliverables Schedule:** See Scope of Work

**F. Budget and Invoicing Instructions:** Program income collected will be used in the additive method and will be retained by UNH at the end of each season.

## 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.** .