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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL AND CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

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September 1, 2020

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

REQUESTED ACTION

Pursuant to RSA 227-G:3 II(c), authorization is respectfully requested for the Department of Natural and Cultural Resources, Division of Forests and Lands (DNCR) to enter into a **Retroactive** Memorandum of Agreement (MOA) with the Northeast Forest Fire Protection Commission (NFFPC) for the purpose of sharing a position for staffing a sub-regional coordination center upon Governor and Executive Council approval for the period of July 1, 2020 through June 30, 2024. 100% Other Funds (Agency Income).

EXPLANATION

This request is **Retroactive** due to the Chief of Forest Protection coordinating the development of the DNCR Pandemic Continuity of Operations Plan during the period of time the MOA would have been reviewed and renewed. DNCR is requesting permission to enter into this MOA with the NFFPC for cost sharing an existing, full-time temporary position (#9T2792). DNCR will continue to host this position and will work out of the Northeast Interagency Coordination Center (NECC), a sub-regional dispatch center which is part of the national mobilization system, located at the White Mountain National Forest Headquarters in Campton, NH. New Hampshire is a member of the NFFPC per Federal and State Statute (RSA's 227-L:25-35). The source of funding is the NFFPC and is budgeted as 100% Other Funds for the current FY2021 and as part of the Division's proposed budget for FY 2022 and FY2023.

This position will focus primarily on dispatching state and federal resources for wildland fire and other large-scale emergency incidents in a multi-state region which includes the six New England states, New York, four Canadian provinces, and the Fire Department of New York City. Coordination duties will include dispatching staff within the states as well as nationally and internationally, initiating requests for additional resources and reporting, and interpreting and sharing incident and preparedness information.

The Attorney General office has reviewed and approved this MOA as to form, substance and execution.

Respectfully submitted,

Concurred,


William T. Guinn
Acting Director


Sarah L. Stewart
Commissioner

MEMORANDUM OF AGREEMENT
between
NH Department of Natural and Cultural Resources
DIVISION OF FORESTS AND LANDS
and
THE NORTHEAST FOREST FIRE PROTECTION COMMISSION (NFFPC)

The Department of Natural and Cultural Resources, Division of Forests and Lands and the Northeast Forest Fire Protection Commission agree to cooperate in the staffing of a sub-regional coordination center as described in the COOPERATIVE FIRE PROTECTION AGREEMENT for the NORTHEASTERN INTERAGENCY COORDINATION CENTER (NECC) (Which is Attached as APPENDIX A) and further described below:

Project Title: Northeast Interagency Coordination Center (NECC) Staffing

Project Outline: The Department of Natural and Cultural Resources (DNCR) shall perform the following services during the period July 1, 2020 to June 30, 2024.

1. Post, hire, fill, manage, and supervise a wildland fire and all hazards forestry dispatcher position at the Northeast Interagency Coordination Center (NECC) in Campton, NH.
2. Provide support and benefits for the position as a State of New Hampshire employee as authorized by New Hampshire statutes.
3. Transfer scheduling and routine duties of the position to the NECC Center Manager stationed at Campton, NH. DNCR dispatcher shall be subject to all department policies and procedures. Furthermore, DNCR shall maintain all other management responsibilities pertaining to personnel matters, disciplinary issues, and work performance.
4. Manage the salary and seasonal or intermittent payroll of the dispatcher as deemed necessary and appropriate.

Funds:

The total project will be funded by the Northeast Forest Fire Protection Commission as provided by NFFPC member agencies under the NECC Cooperative Agreement. The Northeast Forest Fire Protection Commission agrees to reimburse the Department of Natural and Cultural Resources for expenses in providing the services outlined above, and further described in Exhibit A. This amount may be adjusted as deemed necessary by modification of the NECC Annual Operating Plan. The total amount will be credited or adjusted down for employee time and other costs that are reimbursed for work completed during normal base eight (8) operations due to incident support. Reimbursements will be utilized by NFFPC to enhance funding for staffing NECC. A copy of the program budget is attached to this agreement (Exhibit B).

The Department of Natural and Cultural Resources shall bill the Northeast Forest Fire Protection Commission on a quarterly basis within thirty (30) business days for the total project expenses and the Northeast Forest Fire Protection Commission shall reimburse the Department of Natural and Cultural Resources for those expenses within thirty (30) days of billing. The bill for the final quarter ending June 30 shall be in the hands of the Northeast Forest Fire Protection Commission no later than fifteen (15) days after the end of the quarter.

The Department of Natural and Cultural Resources shall maintain financial records to comply with State and Federal requirements. These funds are to be used to carry out the listed services (Exhibit A)

The continuation of this agreement for the full project period is subject to the availability of state funds, Compact funds, and/or federal funds for this purpose. If funding is not available, the Department of Natural and Cultural Resources will be reimbursed on a prorated basis for project expenses incurred up to the termination date.

Amendment

This agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

Termination of Agreement

Notices of intent to terminate the Agreement before the completion date shall be given, in writing, by either party desiring the termination, at least three (3) months in advance of such termination date.

Covenant Not to Discriminate: Prevention of Discrimination

The Department of Natural and Cultural Resources will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Department of Natural and Cultural Resources will take affirmative action to ensure that applicants are employed and that employees are treated during employment without discrimination because of their race, color, religion, sex or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; for training, including apprenticeship.

Notice of Advertisements of Employment

The Department of Natural and Cultural Resources will, in all solicitations of employees or advertisements of employment placed by or on behalf of the Department, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

IN WITNESS THEREOF, the respective parties have hereunto set their hand on the dates indicated:

Thomas Brady Thomas Brady NFFPC Executive Director	Digitally signed by Thomas Brady Date: 2020.09.23 10:12:57 -04'00' Date
 Sarah L. Stewart Commissioner, Department of Natural and Cultural Resources	10/1/2020 Date
 William Guinn Director (Acting), NH Division of Forests & Lands	9/23/20 Date

Approved by Attorney General (Form, Substance, and Execution)

 Attorney General's Office New Hampshire Department of Justice	10/7/2020 Date
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SUPPLEMENT TO THE DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT
AND NORTHEAST FOREST FIRE PROTECTION COMMISSION MEMORANDUM OF
AGREEMENT

Exhibit - A

**SUPPLEMENTAL FIRE PROJECT AGREEMENT For the NORTHEASTERN INTERAGENCY
COORDINATION CENTER (NECC) (Full agreement on file and available from NH Division
of Forests & Lands and/or NFFPC)**

USFS Master Agree No.: 17-FI-11092200-001	USFWS Agree No.:
BIA Agree No.:	NPS Agree No.:

USFS Project Agreement No.	20-FP-11094200-025
Cooperator Project Agreement No.	

SUPPLEMENTAL FIRE PROJECT AGREEMENT

Between

USDA FOREST SERVICE, EASTERN REGION

And

STATE OF NEW HAMPSHIRE

And

NORTHEASTERN FOREST FIRE PROTECTION COMMISSION (NFFPC)

And

USDI FISH AND WILDLIFE SERVICE, NORTH ATLANTIC-APPALACHIAN REGION

And

USDI BUREAU OF INDIAN AFFAIRS, EASTERN REGION

And

USDI NATIONAL PARK SERVICE, INTERIOR REGION 1

This Supplemental Fire Project Agreement (agreement) is hereby made and entered into by and between State of New Hampshire; the Northeastern Forest Fire Protection Commission; the USDI Fish and Wildlife Service, North Atlantic-Appalachian Region; USDI Bureau of Indian Affairs, Eastern Region; USDI National Park Service, Interior Region 1, hereinafter referred to as "the Cooperators," and USDA Forest Service, Eastern Region, hereinafter referred to as the Federal Agency under the Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856a) and under the provisions of the New Hampshire Master Cooperative Wildland Fire Management and Stafford Act Response Agreement No. 17-FI-11092200-001, executed between the parties.

This agreement supersedes and replaces these agreements in their entirety:
U.S. Forest Service, White Mountain National Forest Agree. No. 15-FI-11092200-002
U.S. Forest Service, Green Mountain-Finger Lakes National Forests Agree. No. 15-FI-11092000-002
Bureau of Indian Affairs Agree. No. A15AC00028
U.S. Forest Service, Northeastern Area Agree. No. 15-FI-11420004-023

PROJECT TITLE: Northeastern Interagency Coordination Center (NECC) Cooperation

I. BACKGROUND:

As referenced above, the parties (directly or through their respective agencies) entered into a Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement).

SUPPLEMENT TO THE DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT
AND NORTHEAST FOREST FIRE PROTECTION COMMISSION
MEMORANDUM OF AGREEMENT

Exhibit - B

NECC Staffing July 1, 2020 - June 30, 2021

	NFFPC pass through	Grantee Contribution
Personnel	\$45,989	
Fringe benefits	\$10,963	
TOTALS	\$56,952	

NECC Staffing July 1, 2021 - June 30, 2022

	NFFPC pass through	Grantee Contribution
Personnel	\$47,820	
Fringe benefits	\$11,400	
TOTALS	\$59,220	

NECC Staffing July 1, 2022 - June 30, 2023

	NFFPC pass through	Grantee Contribution
Personnel	\$49,000	
Fringe benefits	\$11,681	
TOTALS	\$60,681	

NECC Staffing July 1, 2023 - June 30, 2024

	NFFPC pass through	Grantee Contribution
Personnel	\$49,000	
Fringe benefits	\$11,681	
TOTALS	\$60,681	

- a) Grantee shall apply for reimbursement of actual costs on a quarterly basis through submission of an invoice on a quarterly basis within thirty (30) business days after the end of the quarter. Invoicing shall include a summary of personnel expenses for the period.

- b) Continuation of this contract for the full project period is subject to availability of funds for this purpose. If funding is not available, the grantee will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.
- c) NFFPC Federal ID Number: 02-0498700
- d) The grantee agrees to maintain financial documents necessary to comply with the state and federal regulations.