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New Hampshire Fish and Game Department

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Scott R. Mason
Executive Director

June 28, 2021

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

REQUESTED ACTION

Authorize the NH Fish and Game Department (NHFG) to enter into a Memorandum of Agreement with the Department of Natural and Cultural Resources (DNCR) (VC #177887) in the amount of $339,544.00 for the continuation of the cooperative program of wildlife habitat improvement on state managed lands, effective upon Governor and Council approval through June 30, 2023. Funding is 100% Fish and Game funds.

Funds are anticipated to be available in the following account for Fiscal Years 2022 and 2023, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03 75 75 751520-2150 Wildlife Program Management – Wildlife Programs

	FY22	FY23
20-07500-21500000-049-584935 Transfer to Other State Agencies	$166,233.00	$173,311.00

EXPLANATION

The DNCR Division of Forests and Lands has cooperated with NHFG to improve upland wildlife habitat on state managed lands since 1987. This continuing program provides cooperative funding for forestry and wildlife program staff employed by DNCR. The funds provided by NHFG are received through revenue generated by timber harvests on NHFG-owned Wildlife Management Areas (WMAs). DNCR provides 25% match for these funds through timber harvests on DNCR reservations. The program collects and analyzes forest and wildlife habitat inventory information, develops integrated natural resource management plans, and implements those plans to sustain and enhance wildlife habitat on both WMAs and DNCR reservations.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte
Chief, Business Division

MEMORANDUM OF AGREEMENT

between

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

and

THE NEW HAMPSHIRE FISH AND GAME DEPARTMENT

The Department of Natural and Cultural Resources (DNCR) and the New Hampshire Fish and Game Department (NHFG) agree to cooperate in the performance of the project described below:

Project Title: STATE LANDS WILDLIFE HABITAT IMPROVEMENT PROGRAM

Project Outline: The Department of Natural and Cultural Resources shall perform the following services during the period July 1, 2021 to June 30, 2023.

1. Collect and analyze forest and habitat inventory information and assist the Fish and Game Department develop integrated multiple use natural resources management plans.

2. Implement management plans to sustain and enhance upland habitats for the production and maintenance of wildlife species.

Funds:
The total project costs of $452,725.00 will be funded with $339,544.00 (75%) from the Fish and Game and with a $113,181.00 match ($25%) from the Department of Natural and Cultural Resources.

New Hampshire Fish and Game Department agrees to reimburse the Department of Natural and Cultural Resources for expenses in providing the services outlined above and in Exhibit A up to the sum of $166,233.00 for the first year and up to the sum of $173,311.00 for the second year. A copy of the program budget is attached to this agreement (Exhibit B).

The Department of Natural and Cultural Resources shall bill the Fish and Game Department on a quarterly basis within fifteen (15) business days after the end of the quarter, and the Fish and Game Department shall reimburse the Department of Natural and Cultural Resources for 75% of those expenses within thirty (30) days of billing.

The Department of Natural and Cultural Resources shall maintain financial records in order to comply with State requirements and to document and support costs of the program. These funds are to be used to carry out the listed services (Exhibit A) and are not intended to cover rental or special equipment purchased by the Department of Natural and Cultural Resources. Activities funded through this agreement shall take place only on properties with long term wildlife habitat value and that are available for fish and wildlife recreational use.

The continuation of this agreement for the full project period is subject to the availability of state 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.

Publications and Publicity
Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangement with New Hampshire Fish and Game.

Record Retention and Access
The Department of Natural and Cultural Resources shall permit New Hampshire Fish and Game Department and its auditor's access to any books, documents, paper, and records which are directly pertinent to the agreement for making audits, examination, excerpts, and transcriptions. They shall also include timely and reasonable access to personnel for the purpose of interview and discussion related to such documents. Financial records and supporting documents related to costs under this agreement must be retained for a period of three years from submission of the last request for payment. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

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

Date 6/10/21

Scott R. Mason
Executive Director

Date 5/24/21

Sarah L. Stewart, Commissioner
Department of Natural and Cultural Resources

Date 5/21/2021

Patrick D. Hackley, Director
Division of Forest and Lands

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

Date 6/17/2021

~~Christopher G. Asl~~in, Assistant Attorney General Joshua Harrison
Department of Justice

SUPPLEMENT TO THE DEPARTMENT OF NATURAL AND CULTURAL RESOURCES AND FISH & GAME DEPARTMENT MEMORANDUM OF AGREEMENT

Exhibit – A

SCOPE OF SERVICES

Project Title: STATE LANDS WILDLIFE HABITAT IMPROVEMENT PROGRAM

During the period July 1, 2021 – June 30, 2023, the New Hampshire Fish and Game Department and the Division of Forests and Lands, DNCR, agree to cooperate in the performance of the following work for the Fish and Game Department.

The objectives of the upland habitat improvement program are to

(1) Collect and analyze forest and habitat inventory information to develop integrated multiple-use natural resource management plans, and
(2) Implement management plans to sustain and enhance upland habitats for the production and maintenance of game and nongame species.

Fish and Game and the Division of Forests and Lands (DFL), DNCR, agree to employ professional staff trained in forestry and wildlife who will actively participate, with other agency personnel, on an interdisciplinary state lands management team whose purpose is to plan and execute management activities on state lands consistent with the missions and policies of the represented agencies. This approach is designed to balance the variety of public demands on state lands while ensuring the sustained availability and protection of wildlife habitats and other natural resources, and the enjoyment of these lands by future generations.

Wildlife habitat and forest stand inventory data will be collected and analyzed for new state properties and others where inventories require updating. This data is the basis for developing integrated management plans, in cooperation with Fish and Game's Habitat Program Supervisor, that include wildlife habitat, recreation, silviculture, rare elements, and cultural resource considerations. Critical and significant wildlife habitats will be identified and appropriate management determined. Properties will be managed as units at the landscape scale rather than as individual forest stands.

Upland habitat management activities involve manipulating vegetation to enhance wildlife food and cover. Timber cutting and other vegetation control operations will be used to accomplish planned habitat improvements. Fish and Game and DFL agree that at least four timber cutting projects will be planned on Fish and Game owned Wildlife Management Areas annually and at least two on DNCR lands under this agreement. The forestry resources on both agencies lands managed herein will be managed with a focus on enhancing carrying capacity for both game and nongame species. Further, the two timber cuts on DNCR lands will be used towards their financial contribution to this agreement.

The project specific Operations Planning Report will serve as the environmental assessment for each project and will be reviewed by the multidisciplinary state lands management team. Once approved, personnel of the Division of Forest and Lands funded through this agreement will lay out the operation, sell the timber by competitive bid and supervise active operations to ensure stated objectives are met.

Planting, prescribed burns, mowing and other mechanical methods may be used to maintain desirable habitats and control unwanted vegetation. Suitable access is a necessary component of habitat management and access roads will be repaired, maintained and protected as needed.

SUPPLEMENT TO THE DEPARTMENT OF NATURAL & CULTURAL RESOURCES AND FISH & GAME DEPARTMENT MEMORANDUM OF AGREEMENT

Exhibit – B

FINANCIAL TERMS OF AGREEMENT

Project Title: STATE LANDS WILDLIFE HABITAT IMPROVEMENT PROGRAM

a) NH Fish and Game Department agrees to reimburse the Department of Natural and Cultural Resources up to $339,544.00 of approved project expenses in accordance with the following:

Year 1 July 1, 2021 – June 30, 2022

	NHFG contribution	DNCR contribution
Personnel	$84,282.00	$28,094.00
Fringe benefits	$66,652.00	$22,218.00
Additional fringe benefits	$6,299.00	$2,100.00
Travel (gas)	$2,250.00	$750.00
Current Expense	$3,000.00	$1,000.00
DOIT	$3,450.00	$1,150.00
Other	$300.00	$100.00
TOTALS	$ 166,233.00	$ 55,412.00

Year 2 July 1, 2022 – June 30, 2023

	NHFG contribution	DNCR Contribution
Personnel	$87,676.00	$29,225.00
Fringe benefits	$70,081.00	$23,360.00
Additional fringe benefits	$6,554.00	$2,184.00
Travel (gas)	$2,250.00	$750.00
Current Expense	$3,000.00	$1,000.00
DOIT	$3,450.00	$1,150.00
Other	$300.00	$100.00
TOTALS	$ 173,311.00	$57,769.00

DNCR shall apply for reimbursement of actual costs on a quarterly basis through submission of an invoice on a quarterly basis within fifteen (15) business days after the end of the quarter.

a) Continuation of this contract for the full project period is subject to availability of state funds for this purpose. If funding is not available, DNCR will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.

b) Any difference of opinion over eligibility of payment for services performed, or over the conduct of work may be appealed to the Office of the Attorney General of New Hampshire.

c) DNCR agrees to maintain financial documents necessary to comply with the state regulations.