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New Hampshire Fish and Game Department

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FAX (603) 271-1438
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Glenn Normandeau
Executive Director

May 23, 2017

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 Resources and Economic Development (DRED) (VC #177887) in the amount of \$277,179.00 for the continuation of the cooperative program of wildlife habitat improvement on state managed lands, effective July 1, 2017 through June 30, 2019. 100% Federal funds.

Funding is available for this service and will be expended as follows, contingent upon the availability and continued appropriations for State Fiscal Years 2018 and 2019, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

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

	<u>FY18*</u>	<u>FY19*</u>
20-07500-21500000-049-500294 Transfer to Other State Agencies	\$136,293.00	\$140,886.00

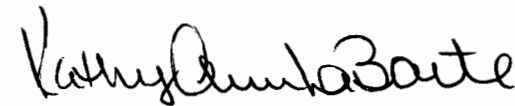
*Pending budget approval

EXPLANATION

The DRED 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 DRED. The funds provided by NHFG are received through the Federal Aid in Wildlife Restoration Program. DRED provides the 25% state match for these federal funds. 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. This program is a portion of Federal Aid Grant W-11-D, State Lands Wildlife Habitat Improvement.

Respectfully submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division

MEMORANDUM OF AGREEMENT

between

DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS

and

THE NEW HAMPSHIRE FISH AND GAME DEPARTMENT

The Department of Resources and Economic Development and the New Hampshire Fish and Game Department agree to cooperate in the performance of the project described below:

Project Title: STATE LANDS WILDLIFE HABITAT IMPROVEMENT PROGRAM

Project Outline: The Department of Resources and Economic Development shall perform the following services during the period July 1, 2017 to June 30, 2019.

1. Collect and analyze forest and habitat inventory information and assist the Fish and Game Department develop integrated multiple use natural resources management plans in accordance with Federal Aid in Wildlife Restoration Grant W-11-D, Project II, Job 1.
2. Implement management plans to sustain and enhance upland habitats for the production and maintenance of wildlife species in accordance with Federal Aid in Wildlife Restoration Grant W-11-D, Project II, Job 2.

Funds:

The total project costs of \$369,572.00 will be funded with \$277,179.00 (75%) from the Fish and Game Department's Pittman-Robertson Federal Aid in Wildlife Restoration Funds and with an \$92,393.00 match (\$25%) from the Department of Resources and Economic Development.

New Hampshire Fish and Game Department agrees to reimburse the Department of Resources and Economic Development for expenses in providing the services outlined above and in Exhibit A up to the sum of \$136,293.00 for first year and up to the sum of \$140,886.00 for the second year. A copy of the program budget is attached to this agreement (Exhibit B).

The Department of Resources and Economic Development 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 Resources and Economic Development for 75% of those expenses within thirty (30) days of billing.

The Department of Resources and Economic Development shall maintain financial records in order to comply with State and Federal requirements. 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 Resources and Economic Development. 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 and federal funds for this purpose. If funding is not available, the Department of Resources and Economic Development will be reimbursed on a prorated basis for project expenses incurred up to the termination date.

Federal Award Information and Compliances

The Department of Resources and Economic Development shall comply with all federal regulations and requirements, as applicable. See Exhibit C, attached.

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 Resources and Economic Development will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Department of Resources and Economic Development 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 Resources and Economic Development 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 and the U.S. Fish and Wildlife Service.

Record Retention and Access

The Department of Resources and Economic Development shall permit New Hampshire Fish and Game Department and its auditors 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 the non-Federal entity's 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.

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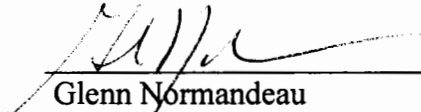
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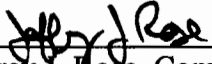
IN WITNESS THEREOF, the respective parties have hereunto set their hand on the dates indicated.

Date 5/25/17



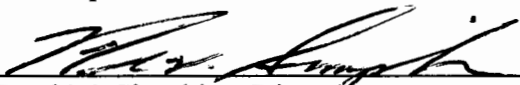
Glenn Normandeau
Executive Director

Date 5/5/17



Jeffrey J. Rose, Commissioner
Department of Resources and Economic
Development

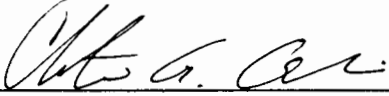
Date 5/2/17



Brad W. Simpkins, Director
Division of Forest and Lands

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

Date 5/31/17



Christopher G. Aslin, Assistant Attorney General
Department of Justice

SUPPLEMENT TO THE DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT
AND FISH & GAME DEPARTMENT MEMORANDUM OF AGREEMENT

Exhibit – A

SCOPE OF SERVICES

Grant Title: STATE LANDS WILDLIFE HABITAT IMPROVEMENT PROGRAM

During the period July 1, 2017 – June 30, 2019, the New Hampshire Fish and Game Department and the Division of Forests and Lands, DRED, agree to cooperate in the performance of the following work for the Fish and Game Department under Federal Aid Grant W-11-D Project II, Upland Habitat Improvement, as currently authorized or amended with approval from the U.S. Fish and Wildlife Service.

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), DRED, 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 the State Lands Habitat Biologist, that include wildlife habitat, recreation, silviculture, rare elements, and cultural resource considerations. Critical and significant wildlife habitats will be identified and appropriate management determined. Within the context of the Federal Aid in Wildlife Restoration Program, 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 DRED 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 DRED 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

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Exhibit – B

FINANCIAL TERMS OF AGREEMENT

Grant Title: STATE LANDS WILDLIFE HABITAT IMPROVEMENT PROGRAM

Project II Title: Upland Habitat Improvement

- a) NH Fish and Game Department agrees to reimburse the Department of Resources and Economic Development (DRED) up to \$277,179.00 of approved project expenses in accordance with the following:

W-11-D Project II July 1, 2017 – June 30, 2018

	Federal pass through	DRED contribution
Personnel	\$ 75,239.00	\$ 25,079.00
Fringe benefits	56,123.00	18,708.00
Travel	1,875.00	625.00
Current Expense	2,644.00	881.00
Other	412.00	138.00
TOTALS	\$ 136,293.00	\$ 45,431.00

W-11-D Project II July 1, 2018 – June 30, 2019

	Federal pass through	DRED Contribution
Personnel	76,607.00	\$ 25,535.00
Fringe benefits	59,442.00	19,814.00
Travel	1,875.00	625.00
Current Expense	2,550.00	850.00
Other	412.00	138.00
TOTALS	\$ 140,886.00	46,962.00

DRED 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 federal funds for this purpose. If funding is not available, DRED will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.
- b) Federal ID Number: 02-6000618
- c) 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.
- d) DRED agrees to maintain financial documents necessary to comply with the state and federal regulations.

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.

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Exhibit - C

FEDERAL AWARD INFORMATION AND COMPLIANCES

1. Federal Award Information

Grant Title: STATE LANDS WILDLIFE HABITAT IMPROVEMENT PROGRAM

Project Title: UPLAND HABITAT IMPROVEMENT

Grantor: Department of the Interior – US Fish & Wildlife Service (Service)

Catalog of Federal Assistance Number: 15.611

Federal Grant Identifier: NH W-11-D

Grantee: State of New Hampshire – Fish & Game Department

2. Federal Compliance

Awards from the Service are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Service financial assistance award terms and conditions flow down to subrecipients and contractors, unless a particular award term or condition specifically indicates otherwise. The Federal regulations applicable to Service recipients and their sub-recipients and contractors are listed by recipient type in the Service Financial Assistance Award Terms and Conditions posted on the Internet at <http://www.fws.gov/grants/>.

All requirements, regulations, provisions, terms and conditions applicable to the Federal award are hereby adopted in full force and effect with respect to this agreement. The Department of Resources and Economic Development shall comply with all provisions, as applicable, including but not limited to the following:

- a. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- b. 2 CFR Part 25, Universal Identifier and Central Contractor Registration
- c. 2 CFR Part 170, Reporting Subawards and Executive Compensation
- d. 2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)
- e. 2 CFR Part 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters (Applicable to awards with a total Federal share of more than \$500,000)
- f. 2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement): Entering into this agreement represents the Department of Resources and Economic Development's certification per Subpart C of 2 CFR Part 180 that neither it nor its

principles are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds.

- g. 2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)
- h. 43 CFR 18, New Restrictions on Lobbying: Entering into this agreement represents the Department of Resources and Economic Development's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.
- i. 41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection
 - (1) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
 - (2) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
 - (3) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
- j. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.
- k. Section 743 of Division E, Title VII of Pub. L. 113-235, Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements: Prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.
- l. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.

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