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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

William N. Reddel, III, Major General
The Adjutant General

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

August 20, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval for a no-cost, time extension to an agreement with the U.S. Forest Service - White Mountain National Forest, Campton, New Hampshire (#177817) for purpose of a Wildland Fire Planning and Implementation Plan by extending the original end date from December 31, 2014 to December 31, 2016. The original agreement was approved by the Governor & Executive Council on June 20, 2012, item #22. 100% Federal Funds.

EXPLANATION

This proposed amendment will provide additional time needed for development of Integrated Wildland Fire Management Plans (IWFMP) at the State Military Reservation, Pembroke Regional Training Institute and Center Strafford National Guard Training Site as well as implement wildland fire plan projects. Development of IWFMP has taken longer than expected due to extensive review period by the New Hampshire Army National Guard (NHARNG) and deployment of Forest Service personnel.

The Federal Funds to available for this Agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the State of New Hampshire and the New Hampshire Army National Guard. The cost of this Agreement shall be reimbursed to the State by the Federal Government at a rate of 100%. In the event that Federal Funds are not available, general funds will not be requested to support this program.

This amendment has been approved for form, substance and execution by the New Hampshire Department of Justice.

Respectfully Submitted,

William N. Reddel, III
William N. Reddel, III
Major General, NHNG
The Adjutant General

AMENDMENT OF AGREEMENT

Subject: Wildland Fire Planning and Implementation

The State of New Hampshire, Adjutant General's Department, 4 Pembroke Road, Concord, NH 03301 and the U.S. Forest Service, White Mountain National Forest Campton, New Hampshire (#177817) hereby mutually agree as follows to amend the existing agreement for a Wildland Fire Planning and Implementation:

This amendment to the existing agreement which was approved by The Governor & Executive Council on June 20, 2012 item #22 hereby extends the agreement end date from the original end date of December 31, 2014 to December 31, 2016. There is no additional cost involved in this extension.

This amendment further modifies the agreement by replacing Exhibit B as attached.

The authority and format of this amendment of agreement has been reviewed and approved for signature. Forest Service agreement number 12-FI-11092200-012



Janet A. Hedman, Grants and Agreement Specialist
U.S. Forest Service

8/1/14

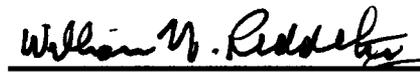
Date



Thomas G. Wagner, Forest Supervisor
White Mountain National Forest

8/1/14

Date

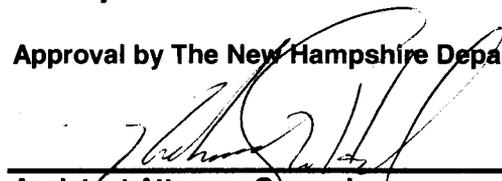


William N. Reddel, III
Major General, NHNG
The Adjutant General

21 AUG 14

Date

Approval by The New Hampshire Department of Justice for Form, Substance and Execution:



Assistant Attorney General
New Hampshire Department of Justice

8/28/14

Date

Approved by Governor & Executive Council:

Date: Item #:

MEMORANDUM OF AGREEMENT (MOA)

Between
The State of New Hampshire Adjutant General's Department
And the
United States Forest Service, White Mountain National Forest
Concerning
Wildland Fire Planning and Implementation

EXHIBIT B

The Contract Price

The amendment to this agreement is for a time extension, and does not increase the total amount of this contract. The original amount of this agreement, \$100,000.00, shall not be exceeded without issuance of a specific amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

The balance of remaining funding shall be allocated based on remaining plans/projects noted in the Exhibit A and is broken down as follows:

Amount: \$40,000.00

Project: Development of an Integrated Wildland Fire Plan for the Regional Training Institute and State Military Reservation as specified in Exhibit A.

Amount: \$23,665.79

Project: Development of Integrated Wildland Fire Management Plan for the New Hampshire National Guard Training Site as specified in 2013 annual work plan.

Amount: \$36,334.21

Project: Wildland Fire (Prescribed Fire) and associated resources projects as specified in future annual work plans.

Terms of Payment

The Adjutant General's Department will pay the U.S. Forest Service for time, material and expense on a quarterly basis after receipt of proper invoices identifying the work completed during the billing quarter. Final payment will also require completion of the Integrated Wildland Fire Plan to the satisfaction of the Adjutant General's Department Project Contact.

Notes: Special Billing Requirements- Financial Documentation: Reimbursable billings shall be issued quarterly, based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register Listing itemized expenses will be provided with each billing.

Method of Payment

Invoices will be submitted by the contractor to:
The Adjutant Generals Department,
NGNH-FMO-ENV (ATTN: Zachary Boyajian)
1 Minuteman Way
Concord, NH 03301-5607

Payment will be made within 30 days after receipt of proper invoice. Payment shall be made by mailing a bank draft to:

US Forest Service
C/o Citibank
PO Box 301550
Los Angeles, CA 90030-1550

Bill number and payer code should be included payment advice.



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	3

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 12-FI-11092200-012	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 02
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): USDA Forest Service, NE Acquisition Team 4 Farm Colony Drive, Warren, PA 16365 Janeal A. Hedman jhedman@fs.fed.us 814-728-6245	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): USDA Forest Service, White Mountain National Forest 71 White Mountain Drive, Campton, NH 03223 Chase Marshall cmarshall@fs.fed.us 603-536-6262	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): NH Adjutant General's Department, NGNH-CS-ENV, ATTN: Zachary Boyajian 1 Minuteman Way, Concord, NH 03301-5607 zachary.l.boyajian.nfg@mail.mil 603-227-1439	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Extend through 12/31/2016
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
See attached

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Amendment document and Exhibit B

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. NH ADJUTANT GENERAL'S DEPARTMENT SIGNATURE 	11.B. DATE SIGNED 21 AUG 14	11.C. U.S. FOREST SERVICE SIGNATURE 	11.D. DATE SIGNED 8/1/14
11.E. NAME (type or print): WILLIAM N. REDDELY, III		11.F. NAME (type or print): THOMAS G. WAGNER	
11.G. TITLE (type or print): Major General, NHNG		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: JANEAL A. HEDMAN U.S. Forest Service Grants Management Specialist	12.B. DATE SIGNED 8/1/14
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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

G & C 6-20-12
Item # 22

William N. Reddel, III, Major General
The Adjutant General

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

May 10, 2012

His Excellency Governor John H. Lynch
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a Memorandum of Agreement with the U.S. Forest Service - White Mountain National Forest, Campton, New Hampshire (Vendor Code 177817) in the amount of \$100,000.00 for the purpose of a Wildland Fire Planning and Implementation Plan for the period of Governor and Council approval through December 31, 2014. **100% Federal Funds**

Funds are available in the following appropriation with the authority to adjust encumbrances between years, if needed and justified, through Budget Office, Department of Administrative Services:

02-12-12-120010-2262 Adjutant General – ARNG Environmental Resources

Fiscal Year 2012 10-01200-22620000-102-500731 Contracts for Program Services	\$40,000.00
Fiscal Year 2013 10-01200-22620000-102-500731 Contracts for Program Services	\$30,000.00
Fiscal Year 2014 10-01200-22620000-102-500731 Contracts for Program Services	\$30,000.00
Total	<u>\$100,000.00</u>

EXPLANATION

This proposed Agreement will help the Adjutant General's Department implement the requirements in Army Regulation #200-1, *Environmental Protection and Enhancement*, Army Regulation #420-1, *Army Facilities Management* and the *Department of the Army Assistant Chief of Staff for Installation Management Army Wildland Fire Policy Guidance Memorandum*. Army policy requires development of an Integrated Wildland Fire Management Plan for Army installations with a risk of wildfire or the use of prescribed fire. The New Hampshire Army National Guard (NHNG) manages lands in Concord, Pembroke, and Center Strafford that all have a risk of wildfire and plans to use prescribed fire for ecosystem managements. This Agreement with the U.S. Forest Services will allow for development of the Integrated Wildland Fire Management Plan and implementation of fuel reductions, establishment of fire breaks and preparation of prescribed fire management.

His Excellency Governor John H. Lynch
and the Executive Council
page 2

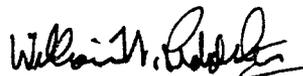
May 10, 2012

The U.S. Forest Service has been indentified to provide this service because of their expertise and abilities in this subject. The U.S .Forest Service is a nationally recognized leader in wildland fire management and planning and has extensive staff familiar with wildland fire planning and implementation that includes prescribed burn planners and burn bosses. The U.S. Forest Service has the ability to support burning operations with burn crews and equipment as well as foresters to support burn preparation. They are also familiar with military operations from working with the Air Force Tracking Station in New Boston, New Hampshire and will provide an invaluable resource to train personnel. The Adjutant General's Department feels that the U.S. Forest Service is exceptionally qualified and equipped to provide a foundation for the NHNG's Wildland Fire Program and we are not aware of another organization in the State that has the ability to provide the level of service necessary to plan and execute this program by itself.

The Federal Funds to pay for this Agreement are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this Agreement shall be reimbursed to the State by the Federal Government at a rate of 100%. Funds are available for this Agreement in Federal Fiscal Year 2012. Execution under this Agreement in for future year projects and activities is subject to the availability of Federal Fiscal Year 2012 or 2013 funding. In the event that Federal Funds are not available, general funds will not be requested to support this program.

This Agreement has been approved for form, substance and execution by the New Hampshire Department of Justice.

Respectfully Submitted,



William N. Reddel, III
Major General, NHNG
The Adjutant General

MEMORANDUM OF AGREEMENT (MOA)
Between the
State of New Hampshire - Adjutant General's Department
And the
USDA Forest Service, White Mountain National Forest (12-FI-11092200-012)
Concerning
Wildland Fire Planning and Implementation

This MOA is entered into by the State of New Hampshire- Adjutant General's Department, herein referred to as The Adjutant General (TAG) and USDA Forest Service, White Mountain National Forest here in referred to as the Forest Service under Forest Service authority and provisions of: Cooperative Forestry Assistance Act of 1978, the Cooperative Funds Act of June 30, 1975, and the Granger Thye Act of April 4, 1950. The purpose of this agreement is to accomplish Wildland Fire Planning and Implementation and related resource management projects at the State Military Reservation Concord, NH and Regional Training Institute, Pembroke NH.

WHEREAS, TAG is required to develop an Integrated Wildland Fire Management Plan in accordance with DAIM-ZA Memorandum, SUB: Army Wildland Fire Policy Guidance, dated SEP 04 2002.

WHEREAS, the Forest Service has nationally recognized expertise and the ability to perform wildland fire planning and implementation,

WHEREAS, the Forest Service and TAG will gain mutual benefit from entering into this MOA through the sharing of expertise, training and experience,

NOW, THEREFORE, the parties agree to the following:

Forest Service agrees to:

1. Prepare an Integrated Wildland Fire Management Plan (IWFMP) for the State Military Reservation, Concord; and Regional Training Institute, Pembroke in accordance with the attached Scope of Work (Exhibit A).
2. Conduct Prescribed Burn Plan implementation and related resource management projects as identified in the IWFMP and as identified for execution by TAG project manager for a specific year.
3. Provide work plans and cost estimates for prescribed burn implementation and related resource projects for project identified for execution by the TAG project manager.
4. Afford opportunities for TAG employees to participate in Forest Services wildland fire training.

5. Perform as task books evaluators for TAG employee working as trainees for National Wildland Fire Coordinating Group (NWCG) positions, interagency positions and NH Prescribed Fire Council positions.
6. Provide annual cost estimate with a not to exceed amount based on the scopes of work provided by TAG.
7. Invoice TAG in accordance with Exhibit B.
8. Furnish both Forest Service qualified personnel and firefighting equipment to the Adjutant General at the request of the TAG Project contact employee for Wildland fire planning and prescribed fire implementation and related resource management projects.
9. Coordinate with TAG project manager for access to the SMR and RTI Properties.

TAG agrees to:

1. Provide up to 100% of the funding for the activities covered by this MOA. Provide payment for services as further specified in Exhibit B.
2. Provide the Forest Service with available wildland fire and natural resource information pertaining to the SMR and RTI and the Concord Pine Barrens.
3. Provide access to the SMR and RTI as necessary to complete the scope of work committed in this agreement.
4. Cite the U. S. Forest Service, White Mountain National Forest as the sources of data resulting from this project in any publications or other presentations of the data.
5. Provide an annual Scope of Work to the Forest Service in the first quarter of the Federal Fiscal year for development of annual work plans and cost estimates.
6. Furnish when available both qualified civilian personnel to National Wildfire Coordinating Group (NWCG) or NH Prescribed Fire Council Standards and wildland firefighting equipment to the Forest Service at the request of an authorized Forest Service Officer for wildland fire planning, prescribed fire implementation and related resource management projects to support Forest Service activities on Adjutant General control lands.
7. Coordinate with other NH Prescribed Fire Council members to provide additional personnel and equipment support for prescribe fire implementation as needed.

GENERAL PROVISIONS:

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

4. FREEDOM OF INFORMATION ACT (FOIA). Public access to award records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

SPECIAL PROVISIONS:

Nondiscrimination

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 45.

LOBBYING

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by

reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

DRUG-FREE WORK PLACE

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

ENVIRONMENTAL PROTECTION

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Resources Conservation and Recovery Act (RCRA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- (9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

USE OF UNITED STATES FLAG CARRIERS

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

DEBARMENT AND SUSPENSION

The state covenants and agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR Part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

BUY AMERICAN ACT

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

COPELAND "ANTI-KICKBACK" ACT

The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact	TAG Project Contact
Tom Brady Fire Staff Officer/ Coop Fire Specialist White Mountain National Forest 71 White Mountain Drive Campton, NH 03223	Zachary Boyajian Environmental Program Manager NH Adjutant General's Department NGNH-CS-ENV 1 Minuteman Way, Concord, NH 03301
Phone: 603-536-6208	Phone: 603-227-1439
FAX: 603-536-3685	FAX: 603-471-2324
E-Mail: tbrady@fs.fed.us	E-Mail: zachary.boyajian@us.army.mil

Forest Service Administrative Contact	TAG Contracting Officer
Janeal A. Hedman Allegheny National Forest Grants and Agreements Specialist 4 Farm Colony Drive, Warren, PA 16365	Stephanie Milender Administrator 1 Minuteman Way, NGNH-BA Concord NH 03301
Phone: 814-728-6245	Phone: 603-225-1361
E-Mail: jhedman@fs.fed.us	E-Mail: stephanie.milender@us.army.mil

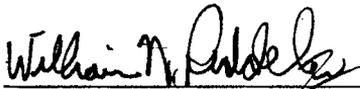
This agreement will cover the period from Governor and Council Approval through December 31, 2014.

The project will be 100% federally supported through Cooperative Agreements between the National Guard Bureau and the State of New Hampshire/Adjutant General's Department.

TAG and Forest Service mutually agree that the terms of this agreement may be modified subject to further written agreement of the respective parties.

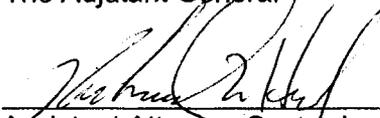
Any of the parties, in writing, may terminate the instrument in whole, or in part, with 30 days written notice to the other party, before the date of expiration.

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.



William N. Reddel, III
Major General, NHNG
The Adjutant General

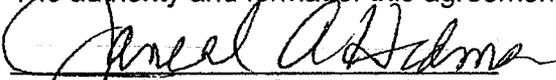
17 MAY 12
Date



Assistant Attorney General
New Hampshire Department of Justice

5/31/12
Date

The authority and format of this agreement has been reviewed and approved for signature.



Janeal A. Hedman, Grants and Agreements Specialist
U.S. Forest Service

4/16/12
Date



for THOMAS G. WAGNER, Forest Supervisor
White Mountain National Forest

17 Apr 2012
Date

MEMORANDUM OF AGREEMENT (MOA)
Between the
State of New Hampshire - Adjutant General's Department
And the
United States Forest Service, White Mountain National Forest (12-FI-11092200-012)
Concerning
Wildland Fire Planning and Implementation
EXHIBIT A
INTEGRATED WILDLAND FIRE MANAGEMENT PLAN
SCOPE OF WORK

1.0 INTRODUCTION

The Adjutant General's Department (TAG)/New Hampshire Army National Guard (NHARNG) is required to develop an Integrated Wildland Fire Management Plan (IWFMP) for the State Military Reservation (SMR), Concord NH, and Regional Training Institute (RTI), Pembroke, NH. The SMR, RTI and Concord Municipal Airport (location of Army Aviation Support Facility) form contiguous properties within the Concord Pine Barrens. The primary purpose of the Integrated Wildland Fire Management Plan will be to use prescribed fire to support rare natural community restoration and sustainment.

The State Military Reservation includes 15 acres of designated Pine Barrens habitat management area. Habitat restoration and management began in 1999. Only one small wildfire has occurred since that time. The TAG seeks to utilize prescribed fire to maintain grassy openings and understory in open woodlands.

The RTI property was purchased by the State of New Hampshire in 2009 for construction of the RTI. The property is approximately 215 acres. Approximately 15 to 20 acres of the parcel will be used to build the RTI building and grounds. It includes a variety of habitats including pitch pine-scrub oak woodlands, Appalachian pine oak forest, hemlock hard wood forest and floodplain forests. Wild fires have historically occurred on portions of the RTI property. TAG seeks to use prescribed fire to restore and maintains the fire dependent pitch pine-scrub oak woodland and Appalachian pine oak forests.

2.0 GENERAL REQUIREMENTS

The United State Forest Service, White Mountain National Forest (FOREST SERVICE) will provide all labor, materials, equipment, supplies and transportation needed to develop an Integrated Wildland Fire Management Plan for the SMR and RTI to comply with the Army Wildland Fire Policy Guidance dated 4 September 2002 (attached) utilizing the Army Integrated Wildland Fire Management plan Template (attached).

The IWFMP is intended to ensure an approach to wildland fire management specifically the use of prescribed fire to restore and maintain fire dependent and adapted natural communities that provides for the safety of the personnel and the local community, protects other natural and cultural resources and allow the NH Army National Guard (NHARNG) to meet mission requirements. The IWFMP will be prepared in accordance with DAIM-ZA Memorandum *Army Wildland Fire Policy Guidance*, September 04, 2002 utilizing the IWFMP Template (attached and incorporated via reference). Use of the NH Prescribed Fire Council (NHPFC) Planning For Prescribed Burning in New Hampshire, June 2011 and NH Prescribed Burn Plan Template to the extent possible is expected. US Forest Service guidance may also be incorporated where appropriate. Other, laws, regulations, and guidance documents applicable to the development of the IWFMP include, but not limited to, the following:

- DoD Instruction 6055.6, *DoD Fire and Emergency Service Program*, December 21, 2006.
- Army Regulation 200-1, *Environmental Quality – Environmental Protection and Enhancement*, 13 December 2007.
- Army Regulation 420-1, *Facility Engineering- Army Facility Management*, Chapter 25 Section X, 12 February 2008, RAR 28 March 2009.
- *Guidance for Implementation of Federal Wildland Fire Management Policy*, February 2009.
- *NWCG Wildland Fire Qualifications Subsystem Guide*, PMS 310-1/NFES 1414.
- *NH RSA 227-L: Woodland Fire Control*
<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XIX-A-227-L.htm>
- *NH Code of Administrative Rules Chapter Res 5600 Forest Fire Service Rules*
http://www.dred.state.nh.us/divisions/forestandlands/bureaus/forestprotection/documents/Res5000FinalFixed_002.doc

The work shall consist of collecting, reviewing, and evaluating existing baseline environmental data and conditions related to the development of the IWFMP. The FOREST SERVICE shall analyze the existing environmental data and determine and fill data gaps. The FOREST SERVICE shall visit the SMR and Pembroke RTI sites and all state, federal and local agencies necessary to collect additional information necessary to complete the work. The FOREST SERVICE shall coordinate with TAG Environmental Section staff prior to the site visit to obtain as much information as practicable that is specific to development of the IWFMP.

The intent of the end products of this project to all required planning and burn implementation documents to begin executing prescribed burns at the Regional Training Institute in Pembroke and the State Military Reservation in Concord.

2.1 Task 1: Start-Up Meeting and Initial Data Collection

The FOREST SERVICE will meet with TAG representatives. At this meeting, the FOREST SERVICE will be furnished with detailed background data relating to the SMR and RTI as well as mission and activities conducted on these properties. Numerous sources of existing data, obtainable from TAG, will be used in this process. The FOREST SERVICE will review and utilize available information and data on file at the TAG Environmental Office, including, reports, Geographic Information System (GIS) data, photographs, local histories, and existing and proposed military activities.

The following background documentation is available for use prior to the start up meeting and for Project cost proposal development as requested:

- A copy of the Draft IWFMP for the NHNG Training Site in Center Strafford;
- Final Environmental Assessment for Replacement of the New Hampshire Army National Guard Army Aviation Support Facility, Concord, New Hampshire, December 2000.
- Final Environmental Assessment for Land Acquisition, construction and Operations if the New Hampshire Regional Training Institute 195th Training Regiment, July 2009
- Integrated Cultural Resource Management Plan, archaeological surveys and other cultural resource information available that may be useful in development of the IWFMP.
- Geographic Information System (GIS) and/or CADD files or other mapping information (if or as available) indicating known natural and cultural resources located on TAG-controlled properties, as well as planned Activities known for TAG-controlled properties, as available;

- Natural resource planning level surveys and reports (Specifically plant inventories, butterfly, moth, Snake and Vegetation mapping).
- Aerial photography and any applicable mapping for each of the subject sites;
- Concord Pine Barrens Prescribe Burn Plan, Concord NH 2010-2011.

Whenever possible, the above-listed data will be provided to the FOREST SERVICE in electronic format. The FOREST SERVICE will be responsible for reviewing all provided data. In addition, the FOREST SERVICE will accompany NHARNG training officers, land management personnel, and environmental personnel (as appropriate) on a field review of the applicable sites to initially identify and discuss conceptual development plans. The FOREST SERVICE will be responsible for reviewing all provided data.

- **Deliverable:** *one electronic letter summarizing the initial meeting and site visits, and a reference list summarizing available data and data gaps that need to be filled.*
- **Performance Period:** *approximately 1.0 months*

2.2 Task 2: Additional data collection, research, field work and data development.

The FOREST SERVICE will collect additional data through research and field work to develop the IWFMP including specific burn plans. The FOREST SERVICE may need to contact multiple local state and federal agencies to collect information. The TAG specifically request identification of wildland fire fuel models and determining fuel load for use in burn prescription and development of burn plan units. The FOREST SERVICE shall visit the sites a sufficient number of times to collect appropriate level of data to develop the IWFMP.

GIS Data Development:

The TAG also needs development of GIS data to support wildland fire management. Conversion of graphical hard copy reports, CAD Data and other information into SDS data Layers. All GIS data Converted Developed shall be delivered upon project completion to the TAG: with the following specifications:

Format – ESRI ARCGIS shapefiles

Projection – NH State Plane Feet 2800

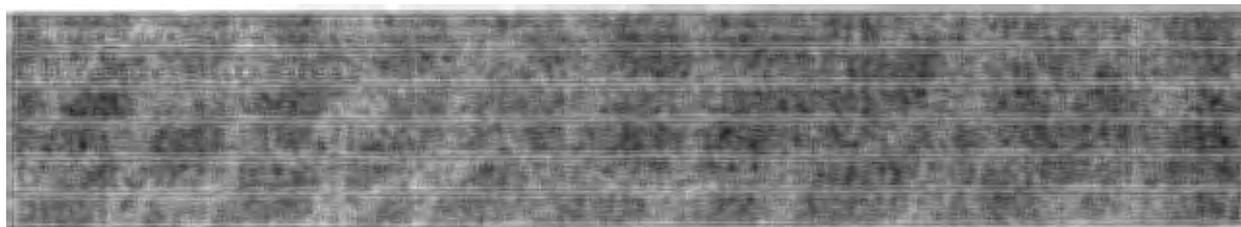
Datum – NAD 83

Spatial accuracy requirements: Will Vary as available

Additional requirements:

- Create Metadata that is Federal Geographic Data Committee (FGDC) compliant
- Data must adhere to SDSFIE standards as described by the CADD/GIS Technology Center and adopted by the National Guard Bureau.

Specifically the TAG is looking to develop SDS Feature Classes contained in the Flora Entity Set including but not limited to:



The TAG seeks additional GIS data not currently identified in SDS including Fuel Model types, fuel loads, recommended fire break and others that may be helpful for wildland fire management.

Figures in the IWFMP shall be created using ARCGIS MXD Format Files and provided as part of all deliverables.

- **Deliverable:** *GIS Shape files for each of the above indentified data types. List of Other Sources or information and research conducted*
- **Performance Period:** *approximately 3.0 months*

2.3 Task 3: Development of Preliminary Draft IWFMP for Internal Review

Using the data collected in *Task 1 and Task 2*, the FOREST SERVICE will develop a preliminary draft of the IWFMP. The preliminary draft will include all appropriate section of The Wildland Fire Management Plan Template including specific burn unit prescriptions. The preliminary draft will include line numbering throughout the document. **NOTE:** Upon FOREST SERVICE submittal of the preliminary draft IWFMP; the TAG shall commence a 30-day review and comment period. Upon conclusion of the review and comment period, the TAG POC will be responsible for consolidating comments from involved TAG personnel (e.g., training staff, facilities staff, and environmental staff) for the FOREST SERVICE, and for forwarding these consolidated comments to the FOREST SERVICE.

- **Deliverable:** *Five (5) paper copies of the preliminary draft IWFMP in Army Template format, including burn unit prescriptions, plus 1electronic copy of the preliminary draft IWFMP in Adobe Acrobat (.pdf) Format.*
- **Performance Period:** *2.0 month*

2.4 Task 4: Development of Final Draft IWFMP for External Review

After the preliminary draft IWFMP is reviewed by the TAG, the FOREST SERVICE will respond to the comments from the TAG, and incorporate them as appropriate into the final draft version of the revised IWFMP. The final draft will be submitted to the TAG for distribution to consulting parties including the NH Fish and Game Department, US Fish and Wildlife Service, NH Bureau of Forest Protection, Natural Heritage Bureau, city of Concord and Town of Pembroke Fire Departments, NH Division of Historical Resources, and Potentially Federally Recognized Native American Tribes and other state and federal agencies as determined necessary. The Final draft IWFMP will include line numbering throughout the document.

- **Deliverable:** *Ten (10) paper bound copies of the final draft IWFMP in Army Template format, including burn unit prescriptions, plus 1electronic copy of the final draft IWFMP in Adobe Acrobat (.pdf) Format.*
- **Performance Period:** *1.0 month*

The TAG (including any agency reviews) will take up to 2.0 months to review the Final draft IWFMP and GIS Data.

2.5 Task 5: Development of Revised IWFMP

The FOREST SERVICE will synthesize comments received on the final draft IWFMP and will prepare the final IWFMP incorporating comments from the TAG and consulted agencies. The FOREST SERVICE will furnish the TAG POC with 10 bound copies, 1 electronic copy in Adobe Acrobat (.pdf) format and 1 electronic copy in MS Word (2007) on CD or DVD of the final IWFMP. The final will be submitted to the TAG for distribution to consulting parties including the SHPO and Federally Recognized Native American Tribes if applicable.

- **Deliverable:** *Ten (10) bound paper copies of the final IWFMP, 1 electronic copy in Adobe Acrobat (.pdf) format and 1 electronic copy in MS Word (2007) on CD or DVD of the final IWFMP. The FOREST SERVICE will also provide a final version of GIS Data as specific above.*
- **Performance Period:** *1.0 month*

All hard copies provided must be on 30% post consumer recycled content paper and must be stated on each page of all reports (Preliminary draft, final draft, and final IWFMP). Reports are to be double sided. Final product must be tabbed by topic area as identified by the Table of Contents. Additionally, Hard copies and CD-ROMS must be provided to the TAG POC.

3.0 PERIOD OF PERFORMANCE

The TAG anticipates that completion of this IWFMP requires **approximately eleven (11) months.**

4.0 POINTS OF CONTACT (POC)

The primary TAG POC for this project is Zachary Boyajian. The POC contract information is as follows:

**New Hampshire Adjutant General's Department
NGNH-CS-ENV (ATTN: Zack Boyajian)
1 Minuteman Way
Concord, New Hampshire 03301-5607**

**603-227-1439
zack.boyajian@us.army.mil**

The FOREST SERVICE shall designate one individual employee, by name and title, which will be the central point of contact for all tasks accomplished under this MOA. The designated FOREST SERVICE representative for this effort, or persons employed by or in any way responsible to the FOREST SERVICE shall make themselves available for technical issue discussion, evaluation, and solution. This availability is limited to meetings and telephone conferences directly responding to specific issues of concern related to the development of the IWFMP.

MEMORANDUM OF AGREEMENT (MOA)

Between the
State of New Hampshire - Adjutant General's Department
And the
United States Forest Service, White Mountain National Forest (12-FI-11092200-012)
Concerning
Wildland Fire Planning and Implementation

EXHIBIT B

The Price

The Adjutant General's Department will pay the Forest Service a maximum total of \$100,000.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire. \$40,000.00 is available in Fiscal year 2012 for development of the integrated wild land Fire Plan as specified in Exhibit A. \$30,000 for each of fiscal years 2013 and 2014 is estimated for implementation of wildland fire (Prescribed Fire) and associated resources projects. Funds for fiscal years 2013 and 2014 are subject to availability of federal funds.

Method of Payment

Payment will be made within 30 days after receipt of proper invoice. Payment shall be made by mailing a bank draft with a copy of the bill to:

US Forest Service
C/O Citibank
P.O. Box 301550
Los Angeles, CA 90030-1550

****Please include bill number and payer code on check. (found on invoice)**

Special Billing requirements- Financial Documentation: Reimbursable billings shall be issued quarterly, based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided with each billing.

Quarterly Invoices will be submitted by the U.S. Forest Service to:

NH Adjutant Generals Department,
NGNH-CS-ENV (ATTN: Zachary Boyajian)
1 Minuteman Way
Concord, NH 03301-5607.

Terms of Payment

The Adjutant General's Department will pay the U.S. Forest Service for time, material and expense on a quarterly basis. Payments will be made after receipt of proper invoices identifying the work completed during each the billing quarter. Final payment will also require completion of the Integrated Wildland Fire Plan to the satisfaction of the Adjutant General's Department Project Contact.

Forest Service Agreement # 12-FI-11092200-012

Cooperator Agreement #

Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related fees			Cooperator Contribution	FS Non-Forest Contribution	
TYPE AND COST SUMMARY			Summary	Summary	Summary
PERSONNEL					
Resource Specialists (List all personnel)	# of Days	\$/Day			
Marshall	10.00	\$410.00	\$4,100.00		\$4,100.00
Neely	32.00	\$260.00	\$8,320.00		\$8,320.00
O'Brien	32.00	\$260.00	\$8,320.00		\$8,320.00
Lane	10.00	\$280.00	\$2,800.00		\$2,800.00
Sorgman	5.00	\$350.00	\$1,750.00		\$1,750.00
Hill	5.00	\$130.00	\$650.00		\$650.00
Parker	5.00	\$130.00	\$650.00		\$650.00
Haartz	5.00	\$130.00	\$650.00		\$650.00
				\$0.00	\$0.00
Subtotal Personnel			\$29,740.00	\$0.00	\$29,740.00
TRAVEL					
Explanation of trips From Where To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	Per Diem and Lodging		
WMNF to Concord / Pembroke				\$5,000.00	\$5,000.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Subtotal Travel	\$0.00	0	\$0.00	\$5,000.00	\$5,000.00
EQUIPMENT					
Name and Type of Equipment	Unit Cost	Quantity			
Hose, hose hardware, drip torches/fuel, PPE			\$5,000.00		\$5,000.00
			\$0.00		\$0.00
				\$0.00	\$0.00
Subtotal Equipment	\$0.00	0	\$5,000.00	\$0.00	\$5,000.00
SUPPLIES					
Name and Type of Supplies	Unit Cost	Quantity			
			\$0.00		\$0.00
			\$0.00		\$0.00
				\$0.00	\$0.00
Subtotal Supplies	\$0.00	0	\$0.00	\$0.00	\$0.00

CONTRACTUAL			
Describe Contracts that will most likely result from this project:			
			\$0.00
			\$0.00
			\$0.00
Subtotal, Contractual	\$0.00	\$0.00	\$0.00
OTHER			
Describe Other Costs of the Project:			
			\$0.00
			\$0.00
			\$0.00
Subtotal, Other	\$0.00	\$0.00	\$0.00
TOTAL DIRECT CHARGES	\$37,240.00	\$0.00	\$37,240.00
OVERHEAD ASSESSMENT (If applicable, see FSH 1909.13)	Insert Rate Here: 7.1%	\$2,644.04	
Total Party Costs	\$39,884.04	\$0.00	\$39,884.04
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RULES			
TOTAL CHARGES			
			\$0.00
OVERHEAD ASSESSMENT (If applicable, see FSH 1909.13)	Insert Rate Here: 7.1%		\$0.00
Total Pass-Through Costs			\$0.00
TOTAL PROJECT COSTS			\$39,884.04

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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