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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

August 9, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Safety to retroactively enter into a grant agreement with the NH Department of Natural and Cultural Resources (VC# 314716-B001) in the amount of \$2,340.04 for the Operation Stonegarden portion of the 2021 Homeland Security Grant Program. Effective upon Governor and Council approval from May 13, 2022 through August 31, 2024. 100% Federal Funds.

Funds are available in the SFY 2023 operating budget as follows

02-23-23-231010-11180000 - Dept. of Safety - Office of the Comm - Homeland State Agency Grants	<u>SFY2023</u>
085-588535 - Interagency Transfers out of Federal Funds	\$2,340.04
23HS21SGST	

EXPLANATION

This request is retroactive due to a previous agreement made to NH Department of Natural and Cultural Resources in FY2022, which resulted in this \$2,340.04 exceeding the cumulative threshold requiring approval by Governor and Council. The original contract was approved by the Department of Safety on May 13, 2022 and extends through August 31, 2024. There are no changes to the terms and conditions of this grant/contract.

This State Agency award is funded as part of the 2021 Department of Homeland Security Grant Program under a special limited purpose allocation known as "Operation Stonegarden" (OPSG). OPSG funds are intended to enhance cooperation and coordination among local, Tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders. The Department of Natural and Cultural Resources is a partner in this program in Coos County. Targeted overtime patrols will be conducted by law enforcement officials in the region.

This grant award to the NH Department of Natural and Cultural Resources is for:

\$ 1,948.04	to cover overtime and associated benefits for Operation Stonegarden details conducted
\$ 392.00	to cover mileage for Operation Stonegarden details conducted
\$ 2,340.04	

Highway Funds or General Funds will not be used should Federal Funds become unavailable.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR.
EDDIE EDWARDS
ASSISTANT COMMISSIONERS

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305

Tel: (603) 223-3889
Speech/Hearing Impaired
TDD Access Relay NH 1-800-735-2964

Approved
05/13/2022

May 6, 2022

Director Steven Lavoie
Department of Safety
33 Hazen Drive
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 21-P:43, authorize the New Hampshire Department of Safety to enter into a grant agreement with the NH Department of Natural and Cultural Resources (vendor code 314716, B001) in the amount of \$2,340.04 for the Operation Stonegarden portion of the 2021 Homeland Security Grant Program. Effective upon Safety Business Office approval through August 31, 2024.

Financial Information:

Funds are available in the SFY 2022 operating budget as follows with the Federal award scheduled to end August 31, 2024.

02-23-23-231010-11180000	Dept. of Safety	Office of the Commissioner	Homeland State Agency
Grants			
085-588535 23HS21SGST	Interagency Transfers out of Federal Funds	\$2,340.04	

EXPLANATION

This State Agency award is funded as part of the 2021 Department of Homeland Security Grant Program under a special limited purpose allocation known as "Operation Stonegarden" (OPSG). OPSG funds are intended to enhance cooperation and coordination among local, Tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. The Department of Natural and Cultural Resources is a partner in this program in Coos County. Targeted overtime patrols will be conducted by law enforcement officials in the region.

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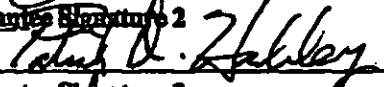


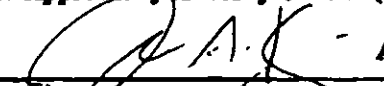
A handwritten signature in black ink, appearing to read "Pamela Urban-Morin".

Pamela Urban-Morin
Grants Administrator

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Department of Natural and Cultural Resources		1.4. Grantee Address 172 Pembroke Rd., Concord, NH 03301	
1.5. Grantee Phone # 603-271-2411	1.6. Account Number 10-11180000-588535	1.7. Completion Date 8/31/2024	1.8. Grant Limitation \$2,340.04
1.9. Grant Officer for State Agency Pam Urban-Morin		1.10. State Agency Telephone Number 603-271-7663	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Sarah L. Stewart, Commissioner	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Patrick Hackley, Director	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Christopher Marino, Business Operations	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 8/16/2022			
1.16. Approval by Governor and Council (if applicable) By: _____ On: 7/1			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305

Tel: (603) 223-3889

Speech/Hearing Impaired

TDD Access Relay NH 1-800-735-2964

April 13, 2022

Mr. Patrick Hackley, Director
NH DNCR Forest Protection Bureau
172 Pembroke Road
Concord, NH 03301

Re: 2021 Homeland Security Grant Program Award – Operation StoneGarden (OPSG)
The OPSG Grant period expires 8/31/24

Dear Director Hackley,

It is my pleasure to inform you that upon review of your 2021 Homeland Security Grant Application, the NH DNCR, Forest Protection Bureau has been awarded \$2,340.04 apportioned as outlined in the attached Approved Items Spreadsheet. You may start your activities in coordination with Coos County as the lead agency, and US DHS CBP as soon as the attached award documents are completed and returned to the Grants Management Bureau. These funds are awarded under the OPSG portion of the 2021 Homeland Security Grant Program (HSGP). However, no eligible reimbursements will be made until these forms have been returned to the Department of Safety, Grants Management Bureau and you have received notification of receipt.

Please have an authorized official sign and return these forms no later than **May 4, 2022** to:

NH Department of Safety
Grants Management Bureau
33 Hazen Drive
Concord, NH 03305

These grant awards are subject to federal program requirements and special conditions. Enclosed are your federal grant terms and conditions, special conditions requirements, lobbying certification, acceptance of audit requirement, and Sub-Recipient Information Reporting forms. All signature forms must be returned to the Grants Management Bureau within fifteen (15) days of the date of this letter. Special conditions requirements must be responded to within thirty (30) days of the date of this letter. In addition, purchase orders or other documented proofs of purchase must be submitted within 180 days of the date of this letter. Failure to meet these requirements will result in a delay in reimbursement or cancellation of your grant award.

Page 2

Once the signed award documents and the attached Grant Agreement for Governor and Council have been returned to our office, we will go to Governor and Council to sub-award the funds to the NH Department of Natural and Cultural Resources. If the NH Department of Natural and Cultural Resources has not budgeted for the receipt of these grant funds, the NH Department of Natural and Cultural Resources will need to create an "accept and expend" item to complete the process of awarding and accepting these funds through Fiscal Committee and Governor and Council.

Additional information is also available at <http://www.nh.gov/safety/homeland/index.html>.

Sincerely,

A handwritten signature in cursive script, appearing to read "Pam Urban-Morin".

Pamela Urban-Morin
Grant Administrator

SPECIAL CONDITIONS – FFY 2021

SUBGRANTEE: NH DNCR Forest Protection Bureau

GRANT AWARD AMOUNT: \$2,340.04

GRANT TITLE: OPERATION STONEGARDEN

GRANT AWARD DATE: 4/13/2022

GRANT PROGRAM: SHSP/OPSG

CFDA#: 97.067

DHS Grant Award Number: Grant Award: EMW-2021-SS-00049

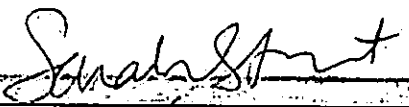
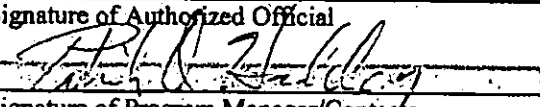
ALL SPECIAL CONDITIONS MUST BE RESPONDED TO ***WITHIN THIRTY (30) DAYS*** FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON August 31, 2024.** Accordingly per DHS/FEMA- Office of Financial & Grants Management guide: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.
BY SIGNING THIS FORM YOU AGREE TO THE CONDITIONS OF THIS GRANT.

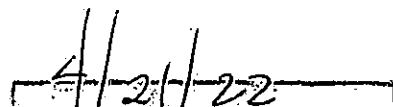
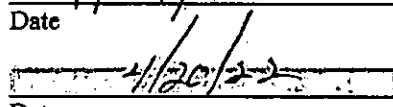
* * * * *

1. Please note the following special conditions for your grant award:

- a. Provide your UEI number here **777EFFP2MXG9**
- b. Complete and return all signature forms included with this award.
- c. Funds are to be expended in accordance with the attached Budget.
- d. The "Stonegraden Security Detail Officer's Activity & Time Report" must be completed, signed, and returned with each reimbursement request submitted to the Grants Management Unit.
- e. Documentation showing authorization from the local governing body/authorized official approving an OPSG rate for the 2021 OPSG program.
- f. To insure the premium pay rates are not being applied to these OPSG patrol activities please supply the resolution from your governing authorities which authorize any rates that are beyond the normal FLSA applicable overtime rules that apply to your employees. The mere opportunity for access to Federal funds does not indicate that a premium rate may be charged without proper justification at the "local" level. The use of a "detail" rate must be consistent with an existing policy in place for example: until "overtime" rate is reached h an officer may not charge the OPSG for "overtime" (OPSG detail) rate. Ex: "overtime" only applies at 40 hour or more per local labor contract
- g. Under FLSA for a Chief (or exempt employee) to be eligible for "overtime" patrols must meet the following test: Is a police chief considered exempt under the executive or administrative test Fair Labor Standards Act (FLSA), a police chief is exempt if they meet all of the following
 - Pay of not less than \$455 per week
 - Paid on a salary basis
 - Customarily and regularly supervise work of two or more employee
 - Has authority to hire or fire employees** Only exception would be a state law or municipal ordinance that provides more benefits than the FLSA requires.*
This must be supplied if the Chief is working these patrols as overtime.
- h. An employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.).
- i. In no case shall OPSG patrols supplant local patrols.
- j. The following must be supplied for reimbursement:
 - i. signed copy of the **Payroll Summary Sheet** filled out and signed by someone who can validate
 - ii. a signed copy of the **OT/Backfill** form for each day worked signed by an authorized official
 - iii. We will need **signed payroll sheets.**
 - iv. We need the specific mileage validated and signed off on by authorized official- See Stone Garden Activity Sheet.doc
- k. Equipment approved will need to be purchased and then reimbursed with an invoice and copy of cleared proof of payment (canceled check equivalent)

- l. Equipment purchases MUST comply with 2 CFR 200.317-326 and the attached procurement report must be completed and submitted for GMU approval prior to purchases made. System for Award Management (SAMS) report is required for selected vendor as well.
- m. Note – CBP may have additional requirements for documentation that they can address in your team meetings.
- n. Reimbursement requests need to include: paid invoices, canceled checks, requests for reimbursement signed on Town or Agency letterhead.
2. **Project Implementation:** The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. For projects subject to EHP/NEPA, NO work can begin until EHP/NEPA approvals are granted. DOS-GMU will advise sub-recipient of the approval once received. DOS-GMU reserves the right to verify project start date. All projects must be completed at least 30 days prior to end of the grant period as specified on the Grant Special Conditions page. No work may be completed or be eligible for reimbursement if it occurs after the grant period end date.
3. All sub-grantees must comply with the Grant Terms and Conditions included with this award.
4. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2021 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.
5. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: <http://www.dhs.gov/presidential-policy-directive-8-national-preparedness>.
6. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf
7. All SHSP sub-grantees must, when appropriate, engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines. Grantees are encouraged to integrate with the Citizens' Corp from their local area. Contact VolunteerNH!
8. Recurring costs/fees are not allowable for funding under the 2021 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.


Signature of Authorized Official

Signature of Program Manager/Contact


Date

Date