



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

April 10, 2018

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

Requested Action

Pursuant to RSA 21-P:43, authorize the New Hampshire Department of Safety, Office of the Commissioner to enter into a grant agreement with VolunteerNH! (Vendor Code 173454-B001) in the amount of \$50,000.00 for the administration and coordination of grants to local Citizen Corps Councils and/or programs identified in the grant agreement. Effective upon Governor and Council approval through August 31, 2020. This is the end date of the federal grant award. Funding Source: 100% Federal Funds.

Funds are available in the SFY 2018 operating budget as follows:

02-23-23-231010-54100000	Dept. of Safety Office of the Commissioner	HLS Equipment Grants
072-0575 Grants - Federal	Grants to Non Profits - Federal	\$50,000.00
Activity Code: 23HS17CC		

Explanation

VolunteerNH! is serving as the New Hampshire Citizen Corps Council in order to implement and administer a successful Citizen Corps program for the State. As outlined in the attached Memorandum of Understanding (MOU) between the New Hampshire Department of Safety and VolunteerNH!, VolunteerNH! will continue to carry out the administration and coordination of grants to local Citizen Corps Councils and/or programs identified in the MOU. Since 2005 Volunteer NH!, through Citizens Corps Council, has assumed responsibility for the State's Emergency Support Function (ESF) #14 which is a key part of the overall State response to all-hazards events under the State's Emergency Operations Plan. VolunteerNH! has held this role on behalf of the State since 2004 and received these funds for this programming directly from the Department of Homeland Security/FEMA prior to the program being rolled in to the Homeland Security Grant Program in 2004. A significant part of this program is the promotion, training, and financial support of local Community Emergency Response Teams (CERT) and all chartered or affiliated programs of Citizen Corps such as: Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Fire Corps, Neighborhood Watch, etc., per FFY 2017 Citizen Corps Program Guidance through the funding of training and essential equipment.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

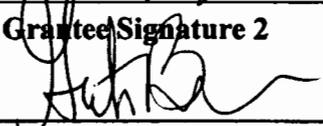
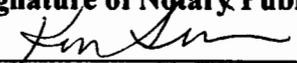
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

Subgrantee will comply with all Terms & Conditions attached.

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Volunteer NH!		1.4. Grantee Address 117 Pleasant St, Dolloff Bldg, Concord, NH	
1.5. Effective Date G&C Approval	1.6. Completion Date 8/31/2020	1.7. Audit Date N/A	1.8. Grant Limitation \$50,000.00
1.9. Grant Officer for State Agency John J. Barthelmes, Commissioner, DOS		1.10. State Agency Telephone Number 603-223-3889	
"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 Gregg Stephens, Chairman, Volunteer NH! Board of Directors	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Gretchen Berger, Executive Director, Volunteer NH!	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 3/30/18, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		KAREN SIMMONS Notary Public, State of New Hampshire My Commission Expires Sept. 7, 2021	
1.13.2. Name & Title of Notary Public or Justice of the Peace Karen Simmons Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Steven Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 4/16/2018			
1.17. Approval by Governor and Council By: _____ On: / /			

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"), pursuant to RSA 21-P:36, 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 A (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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "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 1.6 (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 B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, 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.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date 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, 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 general 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.
 - 8.3. 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,
- 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 OR 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.
 - 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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. 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.
 - 12.4. 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 or 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 A 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 AND BOND.**
 - 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 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.
 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 provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Volunteer NH! (VNH!) and NH Department of Safety (DOS)

Purpose: This exhibit outlines the terms and conditions under which VolunteerNH! will act as the New Hampshire Citizen Corps Council to implement a successful Citizen Corps program for the state. Citizen Corps is funded by the State Homeland Security Grant Program by the U.S. Department of Homeland Security (DHS). VolunteerNH! held this lead role prior to the merge with the Homeland Security Grant Program in FFY 2004.

The mission of Citizen Corps at the national level is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds through:

- *Preparing the public for local risks with targeted outreach*
- *Engaging voluntary organizations to help augment resources for public safety, preparedness and response capabilities*
- *Integrating the whole community and integrates nontraditional resources to ensure disaster preparedness*

Funds will be available as follows in alignment with the Federal Grant period end date:

Grant Award Year	Amount	End Date
FFY 2017	\$50,000.00	8/31/2020

Volunteer NH! will:

1. Act as New Hampshire’s Citizen Corps Council (CCC) for the purpose of implementing a successful Citizen Corps program for the state. The VNH! Board of Directors will lead and oversee the CCC.
2. Not Applicable
3. Volunteer NH!, through CCC, will continue to have primary responsibility of Emergency Support Function(ESF) #14, Volunteer & Donations Management in FFY 2017. This is part of the State’s Emergency Operations Plan. As such, Volunteer NH! will ensure the most efficient and effective recruitment and use of unaffiliated volunteers, unaffiliated organizations and unsolicited donated goods, services and monies to support the NH Emergency Response Organization prior to, during, and after incidents/emergencies requiring a state response. Volunteer NH! will:
 - a. Provide overall administration, planning and management for activities associated with volunteers and donation management Emergency Support Function (ESF).
 - b. Assign trained personnel for duty at the State Emergency Operations Center (SEOC) upon request. Ensure position logs and mission-tasking are kept current.
 - c. Ensure contact lists are kept current for all cooperating agencies and resources.
 - d. Assure mutual aid agreements, Memorandums of Understanding (MOUs), and Letters of Agreement (LOAs) are maintained to fulfill ESF mission and purpose.
 - e. Ensure participation as requested in HSEEP-compliant drills and exercises.
 - f. Ensure activities associated with Volunteers & Donations Management Support Annex are carried out to the fullest extent possible and maximize resources of the coordinating and cooperating agencies.

- g. Establishing, expanding, sustaining and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response.
4. Volunteer NH! through CCC, will act as a supporting agency for Long-Term Community Recovery and Mitigation in FFY 2017 grant program. VNH! will assist in providing the framework to coordinate the federal, state, local government, and private sector recovery from the long-term consequences of a disaster affecting a part or all of New Hampshire. Volunteer NH! will:
 - a. Assist in coordinating activities among member groups/agencies within communities for activities related to long-term community recovery and mitigation.
 - b. Assist in dissemination of information to the public related to mitigation and recovery activities and programs.
 - c. Assist in coordination of early resolution of issues and delivery of assistance to minimize delay of services to individuals.
5. Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response. Allocate and disburse federal funds targeted toward the support of local Citizen Corps Councils and programs, including Citizen Emergency Response Teams (CERTs) and all chartered or affiliated programs of Citizen Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2017 Citizen Corps Program Guidance. This includes adherence to the 2017 Homeland Security Grant Program Guidance (NOFO). Leverage already existing structures and mechanisms, such as Citizen Corps, for sharing information and engaging members of the Whole Community to include: for-profit and not-for-profit entities, faith based and community organizations, youth-serving and youth advocates, those that support socio-economic and diverse cultures.
6. Evaluate and approve grant applications from local Citizen Corps Councils and/or programs identified in item 4.
7. Ensure that all Citizen Corps Federal Homeland Security (HSGP) funds designated for local programs are allocated to those programs per DHS guidelines including the limited scope of equipment eligibility (see Appendix B - of the 2017 Homeland Security Grant Program Guidance for program considerations and for equipment eligibility https://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grants_authorized_equipment_list.pdf)
8. Comply with all applicable Federal terms and conditions as attached and appropriately comply with the OGO Financial Management Guide published in FFY 2006 and forwarded to Volunteer NH! on 2/10/06 and 6/10/08. These criteria are superseded by overall grant compliance terms effective 12/26/2014 known under 2 CFR 200. Which all awardees and sub-awardees must comply with. Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*).
9. Coordinate with DOS and/or relevant federal authorities on the financial oversight of grants made for local programs in addition to administrative and reporting details. Local grantees must be made aware of grant conditions and allowable costs. Local grantees must be prepared to submit inventory logs to Volunteer NH! and DOS.
10. Provide DOS with timely reports on financial activities and the status of Citizen Corps programs in New Hampshire communities, including providing a copy of an annual external audit, detailed closeout information for the grant in accordance with Federal and State requirements.
11. Collaborate with DOS to provide necessary training for local CERTs, all chartered or affiliated programs of Citizens Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc.

12. Develop, as necessary for program mission, related terrorism prevention, response, and recovery activities including (through local councils and statewide): Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent Volunteer programs and other activities to strengthen citizen participation
13. Collaborate with DOS and/or other agencies and officials as appropriate to ensure that all federal requirements and State goals and objectives for Citizen Corps programs are being met. This includes completion of mandatory federal reporting requirements (Section VI, Programmatic Reporting Requirements of the 2017 Program Guidance), to include a detailed list of expenditures, both for Volunteer NH! and the local CERT allocations and all chartered or affiliated programs of Citizens Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2017 HSGP Program Guidance pages
14. Provide DOS with appropriate and detailed backup documentation for all reimbursement requests in accordance with State and Federal provisions that are applicable.
15. List DOS on all publications and press releases as the administrative agency.
16. As required by FFY 2017 program guidance page 54, recipients (VNH for NH CCP) must have a coordinating body to serve as their Citizen Corps Whole Community Council, with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, EMS, public health or their designee, elected officials, the private sector (especially privately owned critical infrastructure), private nonprofits, nongovernmental organizations (including faith-based, community-based, and voluntary organizations), advocacy groups for under-represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations.
17. All public education and outreach materials must include the national or jurisdiction's Citizen Corps logo, tagline or website or the Ready logo, tagline, or website and comply with logo standards (refer to <https://www.citizencorps.gov>).
18. VNH for CCP related costs insure that appropriate time tracking for the position of Deputy Director (formerly in this program known as the Emergency Service Director) and/or (CCP Program) Officer(s) will be maintained in accordance with (previously) OMB Circular A-87 and now 2 C.F.R. part 225 to support allocation of time for multiple activities. A sample time tracking sheet is attached. Provisions outlined in "DOS" item #9 must be adhered to by Volunteer NH.
19. Volunteer NH! will comply with provisions of Grant Terms and Conditions (Article XI: Reporting Subawards and Executive Compensation) on the form supplied (Sub-Recipient Information Reporting Form) and return to DOS.

DOS will:

1. Ensure that federal Homeland Security money allocated to New Hampshire for local Citizen Corps Councils and CERTs, all chartered or affiliated programs of Citizen Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2017 Citizen Corps Program Guidance is transferred to VNH! in accordance with state and federal requirements upon submission of appropriate documentation from VNH!

2. Assist VNH!, as requested and staff time allow, in evaluating local CCC and CERT and all chartered or affiliated programs of Citizen Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2017 Citizen Corps/Homeland (HSGP) Security Grant Program Guidance proposals.
3. Assist VNH!, as requested and staff time allow, in evaluating the operation of local CERTs and all chartered or affiliated programs of Citizen Corps such as : VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2017 Citizen Corps Program and HSGP Guidance; in providing training and planning assistance when local CERTs and all chartered or affiliated programs of Citizens Corps such as : VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2017 Citizen Corps Program Guidance are not able to meet their goals; or in terminating funding for programs that do not perform adequately within allowable parameters.
4. Coordinate with VNH! to provide training for local Citizen Corps volunteers or staff as may be appropriate.
5. Consult with VNH! to ensure that both agencies are working to effectively implement federal mandates and goals regarding the use of volunteers to promote Homeland Security and to further ensure that volunteer programs are appropriate for New Hampshire.
6. Include Volunteer NH! in Homeland Planning and Strategy discussions where appropriate and as guided by the HSGP and Citizen Corps Program Guidance.
7. Promote Citizen Corps programs with the appropriate State and local agencies and other appropriate stakeholders to encourage their help in creating Citizen Corps programs and training volunteers.
8. NH DOS will allow the advance of payroll costs and benefits for the employees known as the Deputy Director and the Officer(s) only if Volunteer NH! is in compliance with all terms and conditions of this award. This advance is effective upon Governor and Council approval. DOS will not advance more than one annual year of the administration salary for the Deputy Director or the agreed upon percentage of 10% for one annual year for the Officer(s) of Volunteer NH! Appropriate time tracking for these positions will be maintained in accordance with 2 C.F.R. part 225 to support allocation of time for multiple activities. A sample time tracking sheet is attached. Provisions outlined in item "DOS #9" must be adhered to by Volunteer NH!
9. As part of the advance of these payroll funds (above #8), Volunteer NH! will follow the provisions of Cash Management and Improvement Act of 1990 (CMIA) and Interest requirements as attached from the DHS Financial Guide. Interest will be reported to DOS at the time of the federal Bi-annual Strategy Implementation Report (BSIR) and at grant close-out or upon reasonable request for audit or grant compliance purposes.

GB

3/30/18



3/30/18

EXHIBIT B

PAYMENT TERMS

- 1) Payments will be made on a reimbursement basis. Copies of invoices and proof of payment will be required.
- 2) NH DOS will allow the advance of payroll costs and benefits for the employees known as the Deputy Director (formerly known as the Emergency Services Director) and the Volunteer NH Program Officer(s) only if Volunteer NH! is in compliance with all terms and conditions of this award and MOU. This advance is effective upon Governor and Council approval. DOS will not advance more than one annual year of the administrative salary for the Deputy Director or the agreed upon percentage of 10% for one annual year for the Program Officer (s) of Volunteer NH!
Appropriate time tracking for these positions will be maintained in accordance with OMB 2 C.F.R. part 200 to support allocation of time for multiple activities. A sample time tracking sheet is attached. Provisions outlined in item "Exhibit B #3" must be adhered to by Volunteer NH!
- 3) As part of the advance of these payroll funds (above #2), Volunteer NH! will follow the provisions of Cash Management and Improvement Act of 1990 (CMIA) and Interest requirements as attached from the DHS Financial Guide. Interest will be reported to DOS at the time of the federal Bi-annual Strategy Implementation Report (BSIR) and at grant close-out or upon reasonable request for audit or grant compliance purposes.

EXHIBIT C

SPECIAL PROVISIONS

1. Both parties agree to amending section 17.1.2 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.
2. VNH for CCP related costs insure that appropriate time tracking for the position of Deputy Director (formerly in this program known as the Emergency Service Director) and/or (CCP Program) Officer (s) will be maintained in accordance with (previously) OMB Circular A-87 and now 2 C.F.R. part 225 to support allocation of time for multiple activities. A sample time tracking sheet is attached. Provisions outlined in "DOS" item #9 must be adhered to by Volunteer NH.

Attachments: Federal Terms and Conditions
 Time tracking sheet sample
 CMIA 1990 language
 Federal Debarment form
 Federal Lobbying form
 Acceptance of Audit Requirements form
 Sub-Recipient Information Reporting Form

Fiscal Year 2017: DHS Standard Terms and Conditions

Article I - Summary Description of Award

The purpose of the FY 2017 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase

Or acquisition of goods, products, or materials produced in the United States.

Article III - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article IV - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article V - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, U.S.C. Section 4712, 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VI - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions

Of flags or likenesses of Coast Guard officials.

Article VII - USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article VIII - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions.

Article IX - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article X - Rehabilitation Act of 1973

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All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XI - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. sections 7104. The award term is located at 2 C.F.R. sections 175.15, the full text of which is incorporated here by reference in the award terms and conditions.

Article XII - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XIII - SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XIV - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170 Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XV - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVI - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVII - Civil Rights Act of 1964 - Title VI

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVIII - Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XIX - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. sections 12101-12213).

Article XX - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXI - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXII - Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above. The United States has the right to seek judicial enforcement of these obligations.

Article XXIV - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXV - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. sections 401.14.

Article XXVI - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXVII - Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate

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in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R.

Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXIX - National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

Article XXXI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide

meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXXII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. section 2225.

Article XXXIII- Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 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. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

Article XXXIV - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXXV - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129)

Article XXXVI- False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. sections 3729 - 3733 which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. section 3801-3812 which details the administrative remedies for false claims and statements made.)

Article XXXVII - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any

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educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXXIX- Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200 Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XL- Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. section 8101 et seq.), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8107).

Article XLI - Civil Rights Act of 1968 All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. sections 100.201)

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NH Department of Safety HSGP Special Grant Terms and Conditions 2017

NOTE: The grant terms and conditions must be submitted with the grant acceptance

1. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FY 2017 U.S. Department of Homeland Security, Grant Program Guidance and Application Kit. The applicant assures that it will comply and all its subrecipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FY 2017 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.
2. **Freedom of Information Act (FOIA):** FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.
3. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
4. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as 2 CFR 200.310-316 and 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to DOS, if requested.
 - a. **Buy American Act** (SEE ARTICLE II herein) : In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest
5. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.
6. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
7. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
8. **Conflict Of Interest:** Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but insure that a local policy is in place to comply generalized paraphrased policy sample herein and given below:

Advice. No official or employee of a state or unit of local government or of non-government grantees/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

Appearance. In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subrecipients shall avoid any action which might result in, or create the appearance of the following:

- Using his or her official position for private gain;

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- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; and/or
- Adversely affecting the confidence of the public in the integrity of the government or the program.

Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

9. **Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, **not to exceed the maximum of \$650.00 per day. Permission for costs that exceed \$650 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.**
10. **Continuation:** The applicant agrees that if the requested project is funded continuation is not guaranteed.
11. **Contract Requirements:** The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.
12. **Construction Projects:** HSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determination, is available from the following website:
<http://www.dol.gov/compliance/laws/comp/dba.html>.
13. **Data Collection:** The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
14. **Deobligation of Grant Funds:** All grants must be deobligated at the end of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.
15. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:
 - Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
 - Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
16. **Equipment:** The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Unit." Additionally, when practicable, any equipment purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Unit and U.S. Department of Homeland Security.
17. **Financial Responsibility:** The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - The accounting system should provide accurate and current financial reporting information; and,
 - The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

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18. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the subrecipient with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.
19. **Interoperable Equipment:** Grantee is responsible for all license requirements resulting from a potential grant. Equipment must meet DHS/FEMA recommended P-25 compatible standards
20. **Legal Action:** The subrecipient agrees that should the NH Department of Safety - Grants Management Unit determine that it needs to take legal action against the subrecipient for actions arising out of the grant, the subrecipient will waive jurisdiction and have the case heard in either state or federal court in Concord, New Hampshire.
21. **Obligation of Grant Funds:** Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 30 calendar days before the end of the grant period.
22. **Performance:** This grant may be terminated or fund payments discontinued by DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by DOS. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from DOS, the subrecipient shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse DOS for payments made.
23. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CRF 200.310-200.316):

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. Must be reported to Grants Management and completed in accordance with 2 CFR 200. In cases where a grantee or subrecipient fails to take appropriate disposition actions, the awarding agency may direct the grantee or subrecipient to take excess and disposition actions.

Federal equipment. In the event a grantee or subrecipient is provided federally-owned equipment:

(1) Title will remain vested in the Federal Government.

(2) Grantees or subrecipients will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subrecipient will request disposition instructions from the Federal agency.

Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers

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shall be subject to the following standards:

- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
- (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
- (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third party named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
- (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
- (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

24. **Records:** The applicant will give the grantor agency or the DIIS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
25. **Recording and Documentation of Receipts and Expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
26. **Reports:** The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.
27. **Final and fiscal close-out Report:** The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.
28. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved. Re: Property records see as previously noted in this section: Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CFR 200.310-200.316):
29. **Suspension or Termination of Funding:** DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
 - Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
 - Failure to adhere to the requirements, standard conditions or special conditions;
 - Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
 - Failure to submit reports;
 - Filing a false certification in this application or other report or document;
 - Other good cause shown.

30. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subrecipient's approved project plan and budget. Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement.
31. **Utilization of Minority Businesses:** Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
32. **Written Approval of Changes:** Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Reporting Requirement: Typing of Equipment and Training:

Ongoing HSGP Guidance, FOA, and NOFAs require that all where applicable grantees report equipment purchases and the typed capability the equipment supports (where such typing guidance exists); the number of people trained in a given capability to support a reported number of defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams); and the total number of a defined type of resource and capabilities built utilizing the resources of this grant. Grantees will specify the number of resources, capability supported, whether it is a NIMS or State/local typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The resources should be reported only after equipment is delivered or after training has occurred and the corresponding grant funds have been expended. GMU will advise further on format for reporting upon grant award.

As a condition of the receipt of these funds:

Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

Tracking of Equipment:

Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security grant program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent.

Equipment valued over \$5,000:

To comply with OMB 2 CFR 200 equipment valued at this level must inventoried and tracked locally and be reported to the State Department of Safety (DOS) – Grants Management Unit for 2 years or until the item carries a depreciated value of less than \$250. The disposition of the equipment must be reported. DOS recommends consulting with local auditor's compliance and disposition rules governing equipment procured with Federal funds.

Initials of Authorized Official: 
Date: 3-30-2018

Certification by Official Authorized to Sign

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds. CERTIFICATION: I CERTIFY THAT I AM DULY AUTHORIZED UNDER THE STATUTES OF THE STATE OF NH TO APPLY FOR, AUTHORIZE, OR ACCEPT THE HOMELAND SECURITY GRANT FUNDS / EQUIPMENT HEREIN. ***THE AUTHORIZING OFFICIAL MUST BE STATUTORILY ALLOWED TO SIGN A CONTRACT FOR THE MUNICIPALITY (i.e. Mayor, City Manager, Town Manager, Chairperson BOS, etc.) PER RSA 31:95b or RSA 37:6

Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to **supplement** (add to) existing funds, and will not **supplant** (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. DHS/FEMA I.B. 379 allows as well as FP-205-402-125-1 which apply to maintenance and sustainment of grant or in some cases non- grant acquired capabilities with specific definitions. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds. Supplanting funds is loosely defined (for these purposes) as using federal grant money to “replace” or “take the place of” existing local funding for equipment or programs. The funds are intended to provide local entities with **increased or in 2017 sustained capabilities** or to build capacity to address CBRNE/WMD terrorist incidents.

Initials of Authorized Official: 

Date: 3-30-2018

CERTIFICATION BY PROGRAM MANAGER/CONTACT*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Program Manager/Contact as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Gretchen Berger

Title: Executive Director

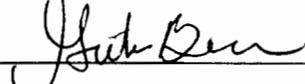
Agency: Volunteer NH!

Mailing Address: 117 Pleasant St - Dollhoff Bldg
Concord NH 03301

Phone Number: 603-271-7200

Fax Number: 603-271-7208

E-Mail Address: Gretchen@VolunteerNH.org

Signature: 

CERTIFICATION BY FINANCIAL OFFICER*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Karen Simmons

Title: Deputy Director

Agency: Volunteer NH!

Mailing Address: 117 Pleasant St - Dollhoff Bldg
Concord, NH 03301

Phone Number: 603-271-6098

Fax Number: 603-271-7203

E-Mail Address: Karen@VolunteerNH.org

Signature: 

CERTIFICATION BY AUTHORIZED OFFICIAL*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Authorized Official as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Gregory Stephens

Title: Chairman

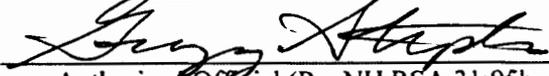
Agency: Volunter NH!

Mailing Address: 117 Pleasant St - Doherty Bldg
Concord, NH 03301

Phone Number: 603-271-7200

Fax Number: 603-271-7203

E-Mail Address: gss0820@comcast.net

Signature: 
Authorized Official (Per NH RSA 31:95b or RSA 37:6)

***NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON.**

Time Sheet Deputy Director / Program Officer VolunteerNH!

Name _____

Payperiod: Start:
 End:

Citizen Corp	Task	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	
									0.0
Program									0.0
									0.0
Program									0.0
Total Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Employee Signature _____ Date _____

Supervisor's Signature _____ Date _____

Cash Management Improvement Act of 1990

General Information

- **Description/Major Provisions:**

The federal government enacted the Cash Management Improvement Act of 1990 (**CMIA**) to ensure greater **efficiency, effectiveness, and equity** in the exchange of funds between the federal government and the states, territories, and the District of Columbia. The CMIA regulations require the calculation of an interest liability due to the federal government when the state receives federal funds in advance of disbursement to vendors, subrecipients, or program participants. Similarly, when the state incurs costs for federal programs prior to receiving federal funds, the CMIA allows the state to calculate interest due from the federal government. To implement the CMIA, the federal government prescribed regulations for the transfer of funds for federal programs between the federal government and the state.

The CMIA requires an annual Treasury-State Agreement (**TSA**) between the U.S. Department of the Treasury, Financial Management Service, and the State of New Hampshire. The TSA covers federal programs that meet the funding threshold established each year (\$273 million for fiscal year 2016-17) and establishes the procedures and requirements for the transfer of funds. These procedures require the state to calculate federal and state interest liabilities for these programs and to annually report the liabilities to the federal government. Any interest owed by the state for the preceding fiscal year is due to the federal government no later than March 31 of the following fiscal year.

- **Authority:**

Federal Statute:

Cash Management Improvement Act of 1990, Public Law 101-453, 31 U.S.C. 3335 and 6503 and Cash Management Improvement Act Amendments of 1992, Public Law 102-589, 31 U.S.C. 3335, 6501, and 6503; Single Audit Amendments of 1996, 31 U.S.C. Ch. 75; Executive Order 12866 of September 30, 1993, Regulatory Planning and Review; and the Debt Collection Improvement Act of 1996. Implementing CMIA regulations are in 31 CFR Part 205.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

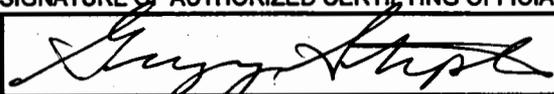
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chairman
APPLICANT ORGANIZATION Volunteer NIT!	DATE SUBMITTED 3-30-2018

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

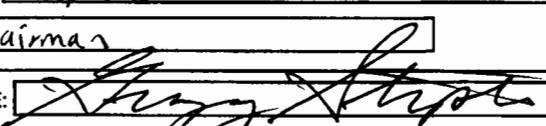
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Volunteer NH!	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: Gregory Middle Name:
* Last Name: Stephens	Suffix:
* Title: Chairman	
* SIGNATURE: 	* DATE: 3/30/2018

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
SUB-RECIPIENT INFORMATION REPORTING FORM**

(It is recommended this form be completed by your grant administrator or chief financial officer.)

Section I **MUST** be completed by applicants seeking federal funding assistance from the Homeland Security Grant.

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name: Volunteer NH!

Address: 117 Pleasant St Dolloff Bldg

City: <u>Concord</u>	State: <u>NH</u>	Zip Code: <u>03301-3852</u> (9 digits required)
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Sub-Recipient DUNS Number: 046680257

Sub-Recipient MPIN Number (CCR Registration Number): Completed: Yes No

Section II **MUST** be completed if this application seeks federal funds totaling \$25,000.00 or more.

SECTION II. SUB-RECIPIENT REVENUE INFORMATION
(Preceding Fiscal Year)

Sub-Recipients Annual Gross Revenues Exceeded 80 percent or more in Federal Awards	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Sub-Recipients Annual Gross Revenues Equal or Exceed \$25,000,000.00. in Federal Awards	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Sub-Recipient's 5 Most Highly Compensated Officers	Officer Names	Officer Compensation
	1.	
	2. <u>N/A</u>	<u>N/A</u>
	3.	
	4.	
5.		

Comments

No officers of Volunteer NH! receive compensation

PREPARED BY: <u>X Gretchen Berger</u>	DATE:
Name: <u>Gretchen Berger</u>	3/30/18
Title: <u>Executive Director</u>	
Telephone: <u>603-271-7202</u>	Email: <u>gretchen@volunteernh.org</u>

HS-21 (1/11)

INSTRUCTIONS ON REVERSE SIDE

(OVER)

Instructions for Completing Sub-Recipient Information Reporting Form

Agency/Institution Name & Address

- Please give the name and address for the agency or institution receiving the federal funding
- Do not give a name and address of an individual's name working at the agency or institution

Sub-Recipient DUNS Number

- The DUNS number is a unique nine-character number that identifies your organization. It is a tool of the federal government to track how federal money is distributed. Most large organizations, libraries, colleges and research universities already have DUNS numbers. Ask your grant administrator or chief financial officer to provide your organization's DUNS number.
- If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge: <http://fedgov.dnb.com/webform>
- For more information on DUNS numbers, please visit the federal government's grant administration website: http://www.grants.gov/applicants/org_step1.jsp

Sub-Recipient MPIN/CCR Number (not required)

- The Central Contractor Registration (CCR) is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants, and the electronic payment process.

Sub-Recipient Annual Gross Revenues Exceed 80 Percent or more in Federal Awards

- Please check "yes" if, in the preceding fiscal year, your agency or institution received 80 percent or more of its annual gross revenues in federal awards.
- Please check "no" if, in the preceding fiscal year, your agency or institution did not receive 80 percent or more of its annual gross revenues in federal awards.

Sub-Recipient Annual Gross Revenues Equal or Exceed \$25,000,000. in Federal Awards

- Please check "yes" if, in the preceding fiscal year, your agency's or institution's annual gross revenues equaled or exceeded \$25,000,000 in federal funds.
- Please check "no" if, in the preceding fiscal year, your agency's or institution's annual gross revenues did not equal or exceed \$25,000,000 in federal awards.

Sub-Recipient Highly Compensated Officers

- If you checked "no" in the two boxes above, then this information is not required.
- If you checked "yes" in the two boxes above, and if the public does not have access to this information through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Section 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986, then please list the names and compensation amounts of the five (5) most highly compensated employees within your agency or institution.

Comments

- This is not a required field. Please feel free to add any comments you feel are necessary to fully explain your answers in the above fields.

olunteer
NH

Volunteer New Hampshire
117 Pleasant Street
Dolloff Building, 4th Floor
Concord, NH 03301
603.271.7200
www.volunteernh.org



CERTIFICATE OF VOTE OF AUTHORIZATION

March 30, 2018

I hereby certify that a meeting of the Board of Directors of:

Volunteer NH

duly called and held in Concord, NH on the 30th day of March, 2018, at which a quorum was present and acting, that on this day the Board of Directors **ratifies and accepts** the execution of a Memorandum of Understanding with the NH Department of Safety, for Volunteer NH to accept funding associated to the 2017 Citizen Corps Program Grant, in the State of New Hampshire. We further certify that any of the following Volunteer NH Board of Directors Officers/employees are authorized to sign, execute, and deliver for and on behalf of the organization: Chairperson, Vice-Chairperson, Secretary, Treasurer, or Executive Director.

I further certify that Gretchen Berger is duly qualified as the Executive Director of Volunteer NH and that said vote has not been repealed, rescinded or amended.

A True Copy of the Record,

ATTEST:

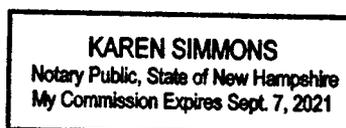
A handwritten signature in black ink, appearing to be "Karen Simmons", written over a horizontal line.

On this 30th day of March 2018, before me, the undersigned Notary Public, personally appeared Gretchen Berger, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was drivers license, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

A handwritten signature in black ink, appearing to be "Karen Simmons", written over a horizontal line.

Notary Public

My Commission Expires:



State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VOLUNTEER NH ! is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 20, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **353918**

Certificate Number : **0004039927**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of March A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

