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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

November 4, 2015

Her Excellency, Governor Margaret Wood Hassan
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 Volunteer NH! (Vendor Code 173454) in the amount of \$70,000.00 for the administration and coordination of grants to local Citizen Corps Councils and/or programs identified in the MOU (copy attached). Effective upon Governor and Council approval through August 31, 2018. This is the end date of the federal grant award. Funding Source: 100% Federal Funds.

Funds are available in the SFY 2016 operating budget as follows:

02-23-23-231010-54100000 Dept. of Safety – Office of the Commissioner – Homeland State Agency Grants
072-0576 Grants-Federal – Grants to Other State Agencies-Federal \$70,000.00
Activity Code: 23HS15CC

Explanation

Volunteer NH! 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 Volunteer NH!, Volunteer NH! 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 the Citizens Corps Council, has assumed responsibility for the State's Emergency Support Function (ESF) #15 which is a key part of the overall State response to all-hazards events under the State's Emergency Operations Plan. Volunteer NH! 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 into 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 of affiliated programs of Citizen Corps such as: Volunteers in Police Service (VIPS), Medical Reserve Corps (MRC), Fire Corps, Neighborhood Watch, etc., per FFY 2015 Citizen Corps Program Guidance through the funding of training and essential equipment.

In the event that Federal Funds become 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

Obligating Document for Award/Amendment

1a. AGREEMENT NO. 2. 3. RECIPIENT NO. 4. TYPE OF 5. CONTROL NO.
 EMW-2015-SS-00040-S01 AMENDMENTV00018564 ACTION W510950N, W510952N
 NO. AWARD

6. RECIPIENT NAME AND ADDRESS NH Department of Safety
 33 Hazen Drive
 Concord, NH, 03305
 7. ISSUING FEMA OFFICE AND ADDRESS Grant Operations
 245 Murray Lane - Building 410, SW
 Washington DC, 20528-7000
 POC: 866-927-5646
 8. PAYMENT OFFICE AND ADDRESS Financial Services Branch
 500 C Street, S.W., Room 723
 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER Pamela Urban-Morin
 10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk
 Phone: 800-368-6498
 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION 09/01/2015
 12. METHOD OF PAYMENT PARS
 13. ASSISTANCE ARRANGEMENT Cost Reimbursement
 14. PERFORMANCE PERIOD
 From: 09/01/2015 To: 08/31/2018
 Budget Period 09/01/2015 08/31/2018

15. DESCRIPTION OF ACTION
 a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMULATIVE NON-FEDERAL COMMITMENT |
|---------------------------------|----------|---|-------------------|-------------------------------------|-----------------------|-----------------------------------|
| Homeland Security Grant Program | 97.067 | 2015-SL-B112-P410- -4101-D:W510952N \$ 130,000.00; 2015-SL-B111-P410- -4101-D:W510950N \$ 3,734,500.00 | \$0.00 | \$3,864,500.00 | \$3,864,500.00 | \$0.00 |
| TOTALS | | | \$0.00 | \$3,864,500.00 | \$3,864,500.00 | \$0.00 |

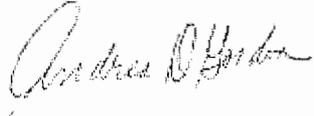
b. To describe changes other than funding data or financial changes, attach schedule and check here.
 N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
 Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
 This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Pamela Urban-Morin, Grants Administrator
 DATE 08/13/2015

18. FEMA SIGNATORY OFFICIAL (Name and Title)
 DATE 08/12/2015

 ANDREA GORDON, Assistance Officer

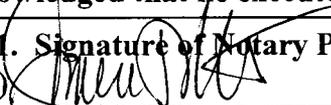
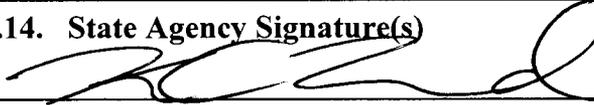
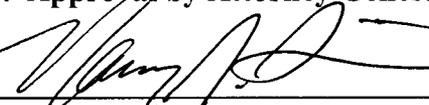
GRANT AGREEMENT

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. Dollis Bldg. Concord, NH | |
| 1.5. Effective Date G&C Approval | 1.6. Completion Date 8/31/2018 | 1.7. Audit Date N/A | 1.8. Grant Limitation \$70,000.00 |
| 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 Pamela Hall, Chairperson, Volunteer NH! Board of Directors | |
| Grantee Signature 2  | | Name & Title of Grantee Signor 2 Gretchen Berger-Wabuti, Executive Director, Volunteer NH! | |
| Grantee Signature 3 | | Name & Title of Grantee Signor 3 | |
| 1.13. Acknowledgment: State of New Hampshire, County of <u>Merrimack</u> , on / / , 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)  | | | |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace DOMENIC J. DINATALE JR., Notary Public <small>My Commission Expires January 26, 2017</small> Business Administrator IV | | | |
| 1.14. State Agency Signature(s)  | | 1.15. Name & Title of State Agency Signor(s) Elizabeth Bielecki, Director of Administration, | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>11, 6, 2015</u> | | | |
| 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,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE 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 of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials _____
Date _____

PSA
10/22/15

- 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.

RVR
10/22/15

EXHIBIT A

SCOPE OF SERVICES

Volunteer NH! will act as the New Hampshire Citizen Corps Council as detailed in the attached Memorandum of Understanding 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/FEMA. Volunteer NH! has held this administrative lead role prior to the merge with the Homeland Security Grant Program in FFY 2004 and has the statewide network in place to support the Citizen Corps objectives. Since 2005, Volunteer NH! has held the lead role in the State Emergency Operations Plan – Emergency Support Function #15, Volunteer & Donations Management in FFY 2015. Volunteer NH!, through the Citizen Corps Councils, will act as a supporting agency for Long-Term Community Recovery and Mitigation.

BR
1/24/15

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 Department of Safety (DOS) will allow the advance of Payroll costs for the employee known as the Emergency Services Director 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 administration salary for the Emergency Services Director of Volunteer NH! Appropriate time tracking will be maintained in accordance with OMB Circular A-87 and 2 C.F.R. part 255 to support allocation of time for multiple activities.
- 3) As part of the advance of these payroll funds, Volunteer NH! will follow the provisions of Cash Management and Improvement Act of 1990 (CMIA) and Interest requirements. 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.

BSR
10/22/15

EXHIBIT C

SPECIAL PROVISIONS

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.

RSK
10/22/15

Memorandum of Understanding

between

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

Purpose: This Memorandum of Understanding 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.

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

| Award Year | Amount | End Date |
|-------------------|---------------|-----------------|
| FFY 2015 | \$70,000.00 | 8/31/2018 |

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. Volunteer NH!, through CCC, will continue to have primary responsibility of Emergency Support Function #15, Volunteer & Donations Management in FFY 2015. 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 support annex.
 - 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 Support Annex 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.
3. Volunteer NH! through CCC, will act as a supporting agency for Long-Term Community Recovery and Mitigation in FFY 2015. 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.
4. 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 2015 Citizen Corps Program Guidance. This includes adherence to the 2015 Homeland Security Grant Program Guidance. 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.
 5. Evaluate and approve grant applications from local Citizen Corps Councils and/or programs identified in item 4.
 6. Ensure that all Citizen Corps federal Homeland Security 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 2015 Homeland Security Grant Program Guidance for program considerations and for equipment eligibility <https://www.llis.dhs.gov/knowledgebase>).
 7. 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.
 8. Grantees must comply with all the requirements in 44 CFR Part §13 and 2 CFR Part §215.
 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 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 2015 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 2015 HSGP Program Guidance pages 13-17, in a timely manner.
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 2011 program guidance (Section I, Part VI, page 67) and carried over into 2015 as a Best Practice, 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>).
17. Appropriate time tracking for the position of Emergency Services Director will be maintained in accordance with OMB Circular A-87 and 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!
18. 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 with executed MOU.

DOS will:

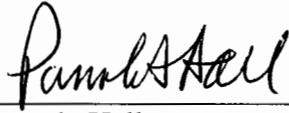
1. Ensure that federal Homeland Security money allocated to New Hampshire for local Citizen Corps Councils and CERTs, all chartered or affiliated programs of Citizen Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2015 Citizen Corps

Program Guidance is transferred to VNH! in accordance with state and federal requirements upon submission of appropriate documentation from VNH!

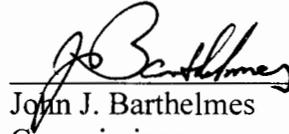
2. Assist VNH!, as requested and staff time allow, in evaluating local CCC and CERT and all chartered or affiliated programs of Citizen Corps such as: VIPS, MRC, Fire Corps, Neighborhood Watch, etc. per FFY 2015 Citizen Corps/Homeland (HSGP) Security Grant Program Guidance proposals.
3. Assist VNH!, 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 2015 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 2015 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 Emergency Services Director and the Volunteer NH Executive Director 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 administration salary for the Emergency Services Director or the agreed upon percentage of 10% for one annual year for the Executive Director of Volunteer NH! Appropriate time tracking for these positions will be maintained in accordance with OMB Circular A-87 and 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.

I agree to the terms outlined in this MOU:



Pamela Hall
Chairperson, VolunteerNH!, Board of Directors
Volunteer NH!



John J. Barthelmes
Commissioner
NH Department of Safety

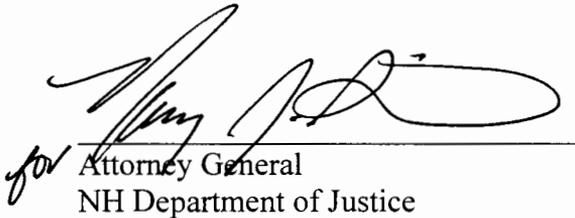
10/22/15

Date

11/5/15

Date

Approval by Attorney General (Form, Substance and Execution)



for Attorney General
NH Department of Justice

Date

- 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

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (412 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

XII. **Duplication of Benefits**

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

XIII. **Energy Policy and Conservation Act**

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

XIV. **Reporting Subawards and Executive Compensation**

A. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at [http:// www.fhrs.gov](http://www.fhrs.gov) specify.

B. Total Compensation of Recipient Executives.

1. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, recipients received –
 - i. Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
2. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:
 - a. As part of the registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Total Compensation of Subrecipient Executives.

- All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
- a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

D. Exemptions

- All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:
- a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **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 and form SF-424B, item number 17 for additional information and guidance.

XVII. **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. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

XVIII. **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. §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*, 15 U.S.C. §2225.

XIX. **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. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. 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>. Stonegarden

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an 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.

XXI. **Non-supplanting Requirement**

All recipients who receive 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. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Publ. 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 are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. section 401.14.

XXIII. **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 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. **Contracts for more than the simplified acquisition threshold set at \$150,000.**

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. **Contracts in excess of \$10,000.**

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive 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.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides 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 educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19

XXVIII. **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 (TVPA) of 2000*, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual 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. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**

All recipients must comply with the 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. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval 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.

XXXII. **Whistleblower Protection Act**

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

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees 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 review or complaint investigation 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 grant 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, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Initials of Authorized Official: PSR
Date: 10/22/15

NH Department of Safety HSGP Special Grant Terms and Conditions 2015

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

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 FFY 2015 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, FFY 2015 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:** 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-dbra.htm>.
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 2000.310-200.316):

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 contact the Grants Management Unit and comply with 2 CFR 200 and State Policies regarding such. 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 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 DHS 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.
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 or in the case of State Agency will follow the policy as well for NH State Agencies. The disposition of the equipment must be reported. DOS recommends consulting with GMU and the property control managers at your Agency for compliance and disposition rules governing equipment procured with Federal funds.

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 2015 sustained capabilities** or to build capacity to address CBRNE/WMD terrorist incidents.

Initials of Authorized Official: BSH
Date: 10/22/15

CERTIFICATION BY COMMISSIONER OR LEGAL 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 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: Pamela Hall

Title: Chairperson, VTH Board of Directors

Agency: Volunteer NH

Mailing Address: 117 Pleasant Street
Dolloff Building 4th Floor
Concord NH 03301

Phone Number: 603-271-7200

Fax Number: 603-271-7203

E-Mail Address: gretchen@volunteernh.org

Signature: Pamela Hall

Cash Management Improvement Act of 1990

The Cash Management Improvement Act (CMIA) provides the general rules and procedures for the efficient transfer of Federal financial assistance between the Federal government and the States. Under this Act, States are no longer exempt from payment of interest to the Federal government resulting from drawing down funds prior to the need to pay off obligations incurred. States must pay interest in the event that the States draw down funds before the funds are needed to pay for program expenses.

Please note: Although recipients may draw down funds up to 120 days in advance of expenditure, State grantees are still subject to the interest requirements of the CMIA and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time Federal funds are credited to a State account until the time the State pays out the funds to a subgrantee or otherwise expends for program purposes. Recipients should request funds based on an immediate cash needs basis.

Interest

Recipients and subrecipients shall minimize the time elapsing between the transfer and disbursement of funds.

1. A State, its subrecipient and any agency or instrumentality of a State, including State institutions of higher education and State hospitals; but not political subdivisions of a State (cities, towns, counties, and special districts created by State law) SHALL NOT be held accountable for interest earned on grant money pending its disbursement for program purposes. This refers to formula grant programs where subawards are made to local jurisdictions. Subrecipients under formula grant programs are held accountable for interest earned on advances.
2. Tribal organizations SHALL NOT be held accountable for interest earned pending their disbursement by such organizations.
3. All local units of government (political subdivisions of a State, including cities, towns, counties and special districts created by State law) shall account for interest earned on Federal funds. Local units of government may keep interest earned on Federal grant funds up to \$100 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all Federal grant program funds received per year.
4. Nonprofit and commercial organizations shall account for interest earned on Federal funds. Nonprofit organizations may keep interest earned on Federal grant funds up to \$250 PER FEDERAL FISCAL YEAR. This maximum limit is not per award; it is inclusive of all interest earned as a result of all Federal grant program funds received per year.

For G&T grants, interest earned, in excess of the amounts stated above, must be remitted to the United States Department of Health and Human Services, Division of Payment Management Services, P.O. Box 6021, Rockville, MD 20852.

For Assistance to Firefighters Grants (AFG) grants, interest should be remitted to the FEMA-Accounting Services Division, Disbursements and Receivables Branch, 500 C Street, S.W., Room 723, Washington, D.C. 20472.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Volunteer NH

2. Application Number and/or Project Name

91-2069574

3. Grantee IRS/Vendor Number

Gretchen BERGER

4. Typed Name and Title of Authorized Representative



5. Signature

10/22/2015

6. Date

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 Street Dolloff Building 4th Floor

City: CONCORD State: NH Zip Code: 03301 -
(9 digits required)

Sub-Recipient DUNS Number: ~~XXXX~~ 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 <u>N/A</u> | Officer Names | Officer Compensation |
| | 1. | |
| | 2. | |
| | 3. | |
| | 4. | |
| 5. | | |

Comments
No Officers of Volunteer NH receive compensation

| | |
|---|-------------------|
| PREPARED BY: | DATE: |
| Name: <u>Gretchen Berger</u> | <u>10/22/2015</u> |
| Title: <u>Executive Director</u> | |
| Telephone: <u>603-271-7200</u> Email: <u>gretchen@volunteernh.org</u> | |

VOLUNTEER NH! BY-LAWS

ARTICLE I PURPOSE

Section 1. Created. Volunteer NH! is a nonprofit corporation created in New Hampshire on July 20, 2000 as a result of the merger of the former Governor's Council on Volunteerism, New Hampshire Office of Volunteerism, and the New Hampshire Commission for National and Community Service.

Section 2. Purposes.

(a) Volunteer NH! is organized exclusively for the purpose of carrying out on behalf of the State of New Hampshire the objectives of the National and Community Service Trust Act of 1993, the responsibilities of the Governor's Council on Volunteerism, the New Hampshire Office on Volunteerism per Chapter 19H Chapter Law 315, and for such other charitable and educational purposes as are within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Volunteer NH! shall not participate, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

(b) Volunteer NH! shall act on behalf of the State of New Hampshire to:

- (1) Be a central site for information/referral – provide responsive, comprehensive, professional services;
- (2) Promote, develop and strengthen volunteer development by providing education and training;
- (3) Inspire and engage people in service through a comprehensive and powerful marketing campaign;
- (4) Celebrate service innovation and achievements by providing awards, recognition events and other rewards
- (5) Be New Hampshire's advocate for volunteerism at local, state and national levels;
- (6) Capitalize upon, access and leverage public/private resources to ensure that our state gets the maximum benefits/impact for its volunteer goals;
- (7) Conduct fundraising so as to ensure adequate financial resources to achieve the organization's programs and goals;
- (8) When appropriate, as in the case of the National Service Act of 1993, manage and oversee federal, state, or other funded volunteer /service programs.

Section 3. Powers. Volunteer NH! will have the powers of a nonprofit corporation and serve as the New Hampshire Commission as per the National Service Act of 1993 regulations.

Section 4. Non-profit status. No part of the net earnings of Volunteer NH! shall inure to the benefit of any individual.

Section 5. Liquidation and Dissolution. Volunteer NH!

may be dissolved by vote of the Board. Upon the dissolution of Volunteer NH!, after the payment, satisfaction and discharge of Volunteer NH!'s liabilities and obligations, or after adequate provision is made therefore, the remaining assets of Volunteer NH! will be distributed, as determined by the Board, to such one or more organizations which at the time of the distribution are organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE II
OFFICES

Section 1. Principal office. The principal office of Volunteer NH! shall be located in the City of Concord in the State of New Hampshire. Volunteer NH! may have such other offices or places of business, either within or outside the State of New Hampshire, as the business of Volunteer NH! may require and as the Board may from time to time establish.

Section 2. Registered Office. The registered office of Volunteer NH! need not be identical to its principal office and shall initially be located at 117 Pleasant Street in the City of Concord in the State of New Hampshire. The registered office may be changed from time to time by the Board in compliance with the provisions of applicable law.

ARTICLE III
MEMBERS

SECTION 1. MEMBERSHIP. All of the powers vested by law in the members of a nonprofit corporation shall be vested in the Board.

ARTICLE IV
BOARD

Section 1. General Powers. The affairs of Volunteer NH! shall be managed by its Board as authorized under the New Hampshire Non-Profit Corporation Act.

Section 2 Number, Tenure and Qualifications.

(a) Powers shall be vested in a Board which will have 15 to 25 voting members who have demonstrated a commitment to public service. To the extent possible, membership shall be reflective of New Hampshire's diverse population in terms of race, ethnicity, age, gender, and geographic location.

(b) (1) The Governor of the State of New Hampshire shall appoint 15 to 25 voting members of the Board.
(2) Of the voting members of the Board, six will be appointed for initial terms of three years, six will be appointed for initial terms of two years, and seven will be appointed for initial terms of one year.

Other than appointments under Article I, Sections 2(b)(3)(k) and (p) below, all other appointments shall be made for terms of three years. A vacancy in the office of a Board member created other than by expiration of a term or in the office of a Chairperson shall be filled in like manner as an original appointment but only for the unexpired portion of the term. A Board member shall be eligible to succeed his or herself; however, Board members shall not be appointed to successive terms totaling more than eight years and may not return to the Board in less than one year.

(3) The Governor shall appoint 15 to 25 voting members with a minimum of one member selected from each of the following categories;

- (A) an individual with expertise in the educational training and developmental needs of youth particularly disadvantaged youth; and
- (B) an individual with experience in promoting the involvement of older adults (55 years old and over) in service and volunteerism; and
- (C) a representative of community-based organizations within the state; and
- (D) a representative of local government; and

- (E) a representative of a local labor organization; and
 - (F) 8 representatives of for-profit businesses; and
 - (G) an individual between the ages of 16 and 25, inclusive, who is or has been a participant or supervisor in a service program; and
 - (H) a representative of a national service program; and
 - (I) a representative from the religious community; and
 - (J) a representative from the philanthropic community; and
 - (K) the Commissioner of Elementary and Secondary Education or his or her designee; and
 - (L) a representative of Post Secondary; and
 - (M) the Governor or his or her designee; and
 - (N) a member of the State Senate; and
 - (O) a member of the State House of representatives; and
- (4) Any Board member who fails to attend three consecutive Board meetings will be notified by the chair that he will be terminated. In addition, the Board of Directors may terminate, with or without cause, the membership of any member, and shall be the final judge in all cases of membership status. In the event that a board member is terminated, the then-serving Governor of the State of New Hampshire will appoint another individual to serve in the place of the terminated Board member for the duration of his term.
- (5) To the extent practicable, members of the Board shall be appointed in the manner described by the National and Community Service Act of 1990, as amended.
- (6) Not more than 25 percent of the voting members of the Board may be officers and/or employees of state government, although additional state agency representatives may be appointed to the Board as non-voting members.
- (7) Not more than 50 percent of the voting members of the Board plus one voting member may be from the same political party.
- (8) The members of the Board will receive no compensation for their services but may be reimbursed for travel and daily expenses in the same manner as employees or other volunteers serving the state.

Section 3. Resignations. Any Board member may resign at any time by giving written notice to the Board or the Chairperson.

Section 4. Removal. Any Board member who fails to attend three consecutive Board meetings will be notified by the chair that he will be terminated; and another person will be appointed to fill that position.

Section 5. Annual Meeting. An annual meeting of the Board shall be held in the month of January in each year or at such time as shall be determined by the Board. The annual meeting shall be held for the purpose of electing officers, and for the transaction of such other business as may come before the meeting.

Section 6. Regular Meetings. Regular meetings of the Board shall be held at such time and place as the Board may designate, but not less than four times each year. The Chairperson or Secretary shall give written notice of each such meeting to each Board member at least seven (7) days in advance thereof. The Board may provide by resolution the time and place for the holding of additional regular meetings without notice other than such resolution. If mailed such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, addressed to the respective Board members at the addresses listed on the records of Volunteer NH!

Section 7. Special Meetings and notice thereof. Special meetings of the Board may be called by or at the request of the Chairperson or any two (2) Board members. The Chairperson shall fix the manner and the place for holding any special meeting of the Board. Notice of any special meeting shall be given at least five (5)

days prior thereto by written notice delivered personally, electronically or mailed to each Board member at the Board member's address setting forth the purpose for such meeting. If mailed, such notice shall be deemed given when deposited in the United States mail, postage prepaid, addressed to the respective Board members at the addresses listed on the records of Volunteer NH!.

Section 8. Emergency Meetings. Emergency meetings of the Board may be called at any time by the Chairperson. If possible, at least one day's written or electronic notice of all such emergency meetings shall be given to each member of the Board.

Section 9. Quorum. At any meeting of the Board, 1/3 of current Board members shall constitute a quorum.

Section 10. Manner of Acting. The act or decision taken or made by the majority of the voting Board members present at a meeting duly held at which a quorum is present shall be the act of the Board, unless a greater number is required by law. Votes of the Board may be held by means of a physical meeting, a telephone conference call, or some other electronic mode or mailed communication.

Section 11. Action Without a Meeting. Any action that may be taken by the Board at a meeting may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed before or after such action by all of the Board members. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 12. Presumption of Assent. A Board member who is present at a meeting of the Board at which action on any Volunteer NH! matter is taken shall be presumed to have assented to the action taken unless the Board member's dissent shall be entered in the minutes of the meeting or unless the Board member shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Board immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board member who voted in favor of such action.

ARTICLE V **OFFICERS**

Section 1. Number. The Officers of the Board shall be a Chairperson, Vice Chairperson, Secretary, Treasurer, and such assistant officers as may be deemed necessary by the Board. Any two or more offices may be held by the same person except the offices of Chairperson and Secretary.

Section 2. Election and Term of Office. The voting members of the Board will elect one of the voting members to serve as Chairperson. The Chair person will serve for a term of one year subject to the Chairperson's continuing to be a voting member of the Board during that time. The voting members of the Board will elect a Vice Chairperson, Secretary, and Treasurer from among the voting members who will serve for terms of one year. Assistant officers, who need not be members of the Board, will be appointed by the Board to serve at the Board's pleasure. Officers may serve for up to three consecutive terms in the same position.

Section 3. Chairperson. The Chairperson shall be the principal executive officer and spokesperson of Volunteer NH! and, subject to the direction and under the supervision of the Board, shall have general charge of the business, affairs, and property of Volunteer NH!. The Chairperson will exercise control over the Board's officers, agents and employees, preside at all meetings of the Board, and shall be a member ex officio of all committees of the Board. The Chairperson shall execute, on behalf of Volunteer NH!, any deeds,

mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed. He or She shall have the authority to delegate such power of execution and signing to the Vice Chairperson except in cases where the signing and execution or delegation thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of Volunteer NH! or shall be required by law to be otherwise signed or executed. The Chairperson shall do and perform all duties incident to the office of Board member and such other duties as may be assigned to the Chairperson by these By-laws or by the Board.

Section 4. Vice Chairperson. In the absence of the Chairperson or in the event of the Chairperson's death, inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson. A Vice Chairperson shall perform such other duties as from time to time may be assigned to him or her by the Chairperson or by the Board.

Section 5. Secretary. The Secretary shall (a) keep the minutes of the proceedings of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (c) be custodian of Volunteer NH! records and of the seals of the organization and see that the seal is affixed to all documents the execution of which on behalf of Volunteer NH! under its seal is duly authorized; (d) keep a record of the post office address of each Board member which shall be furnished to the Secretary by such Board member; and (a) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Chairperson or by the Board.

The Secretary is authorized to enlist the services of any one or more employees of Volunteer NH! to assist the Secretary in carrying out his or her duties as herein defined.

Section 6. Treasurer. The Treasurer shall: (a) have charge or custody of and be responsible for all funds and securities Volunteer NH!; (b) receive and give receipts for monies due and payable to Volunteer NH! from any source whatsoever, and deposit all such monies in the name of Volunteer NH! in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-laws; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Chairperson or by the Board. If required by the Board the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

Section 7. Removal. Any officer may be removed by vote of a majority of Board members whenever in their judgment, the best interests of Volunteer NH! will be served. Election of an officer shall not of itself create contract rights.

Section 8. Resignations. Any officer may resign at any time by giving written notice to the Chairperson or Secretary. The resignation shall take effect the date it is received by the Chairperson.

Section 9. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board in the manner prescribed in Article V, Section 2 of these By-laws. In the case of a vacancy in any of the offices specifically designated in Article V, Section 1, such vacancy shall be filled for the unexpired portion of the vacated term.

ARTICLE VI **COMMITTEES**

Section 1. Committees. As the need arises, the Board, by resolution or consent, may designate and appoint ad hoc committees to advise the Board on various issues. All chairpersons of such committees will serve a term

of up to one year or until such committee's work is complete, whichever comes first. Chairs of all other committees as defined in this article shall serve at least one year. All committee chairs will be appointed by the Chairperson.

Section 2. Executive Committee. The Executive Committee will be comprised of the Officers of the Board: Chairperson, Vice Chairperson, Secretary, and Treasurer, assistant officers as may be deemed necessary by the Board and the chairs of each established committee.

Section 3. Communications Committee. The Communications Committee will serve as the conduit by which information will reach all constituencies including the general public regarding Volunteer NH! programs, accomplishments, activities, etc.

Section 4. Program Committees. Program Committees will be established for each programmatic area of Volunteer NH!. The number of committees shall be determined by the programming that reasonably can be accomplished by Volunteer NH!. Each committee must have at least five persons assigned to it.

Section 5. Other Administrative Committees. Other administrative committees such as Marketing, Fundraising, Finance, etc. may be established by the Board as deemed necessary.

ARTICLE VII EXECUTIVE DIRECTOR

The Board may appoint an Executive Director to carry out the administration of the affairs of Volunteer NH! subject to the direction of the Board. The Executive Director shall implement the policies established by the Board and perform such other duties as the Board or the Chairperson may from time to time assign. The compensation of the Executive Director will be determined by the Executive Committee of the Board.

ARTICLE VIII CONTRACTS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board may authorize any Officer or Officers, the Executive Director, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of Volunteer NH!, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, or Other similar Orders. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of Volunteer NH! shall be signed by such Officer or Officers or agent or agents of Volunteer NH! and in such manner as shall from time to time be determined by resolution of the Board.

Section 3. Deposits. All funds of Volunteer NH! not otherwise employed shall be deposited from time to time to the credit of Volunteer NH! in such banks, trust companies, or other depositories as the Board may select.

Section 4. State Not Liable. Obligations of Volunteer NH! to pay money to any person shall not constitute a debt, liability, or obligation of the State of New Hampshire or any political subdivision thereof but shall be payable solely from the revenues and assets of Volunteer NH!.

ARTICLE IX INDEMNIFICATION

Section 1. Authority. Each director, officer, and committee member of the corporation and his respective heirs, executors, and administrators shall be indemnified by the corporation against any cost, expense, judgement, and liability, including attorneys' fees, reasonably incurred by or imposed upon said person in connection with any action, suit, or proceeding to which he may be made a part or with which he shall be threatened, by reason of being, or having been, a director, officer, or committee member of the corporation, except:

- (a) with respect to matters as to which he shall be finally adjudged in such action, suit, or proceeding to be liable for willful misconduct as such director, officer, or committee member;
- (b) with respect to matters described in RSA 292:2, V-a as to which the articles of agreement of a voluntary corporation may not eliminate or limit the personal liability of a director or officer; and/or
- (c) with respect to matters described in 45 CFR section 2250.100(b), in so far as he is finally adjudged in such action, suit, acts or omission for private gain, or any other act or omission of the scope of the service of that member.

In the event of settlement of any such action, suit, or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which the corporation is advised by counsel that such director, officer, or committee member is not liable for willful misconduct as such. The foregoing right of indemnification shall be in addition to any other rights to which any director, officer, or committee member may otherwise be entitled.

Section 2. Authority to Purchase Insurance. The Board may purchase and maintain insurance on behalf of any person who is or was a Board member, officer, employer, or agent of Volunteer NH! for the purpose of the indemnification described in Section 1 of this Article IX.

ARTICLE X **GENERAL PROVISIONS**

Section 1. Fiscal Year. The fiscal year of Volunteer NH! shall begin on the first day of January and end on the last day of December.

Section 2. Parliamentary Authority. Meetings of the Board of Volunteer NH! shall be conducted according to "The Modern Rules of Order."

Section 3. Waiver of Notice. Whenever any notice is required to be given to any person under the provisions of these By-laws or under the provisions of applicable law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. The attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted nor the purpose of, any regular or special meeting of the Board need be specified in any written waiver of notice of such meeting.

Section 4. Interpretation. Whenever the context of these By-laws so dictates, (i) the singular shall include the plural and the plural shall include the singular and (ii) the masculine and feminine shall be deemed to have been used interchangeably.

Section 5. Servability. If any provision of these By-laws is held to be invalid or unenforceable, all other provisions shall nevertheless be valid and remain in full force and effect.

Section 6. Books and Records. Volunteer NH! shall keep correct and complete books and records at its principal office. Volunteer NH! shall also keep at the principal office its three most recent annual Internal Revenue Service ("IRS") informational returns, along with a copy of any tax exemption application and IRS determination letter, such documents to be available for public inspection during normal business hours.

ARTICLE XI
CONFLICTS OF INTEREST

Section 1. Board and Officer Conflicts of Interest. Any conflicts of interest that arise will be resolved as prescribed by the Corporation for National and Community Service and as delineated by New Hampshire State Law RSA 7:19, as amended, and by 45 CFR Section 2550.90.

ARTICLE XII
EXEMPTION FROM LIABILITY

A member, employee, volunteer service participant, or agent of Volunteer NH! shall have no personal liability with respect to any claim arising out of or resulting from any act or omission by such person within the scope of the service of such person. This section shall not be construed to limit personal liability for criminal acts or omissions for private gain, or any other act or omission outside the scope of the service of such person. This Section shall not be construed (i) to affect any other immunities and protections that may be available to such persons under applicable law with respect to such service, or (ii) to limit or alter in any way the immunities that are available under applicable law for officials and employees of the State of New Hampshire.

ARTICLE XIII
AMENDMENTS

These By-laws may be altered, amended, or repealed and new by-laws may be adopted by a two-thirds majority of the Board at any annual, regular, or special meeting (provided that the notice of such meeting states the proposed change in the By-laws).

Amended by-laws March 31, 2010

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 formed July 20, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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 October A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

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
October 22, 2015

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

Volunteer NH

duly called and held in **Concord, NH on the 22nd day of October, 2015**, at which a quorum was present and acting, that on this day the Executive Board **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 2015 **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 **Pamela Hall** is duly qualified as the **Board of Director Chairperson of Volunteer NH** and that said vote has not been repealed, rescinded or amended.

A True Copy of the Record,

ATTEST:

Pamela Hall

On this 22nd day of October 2015, before me, the undersigned Notary Public, personally appeared Pamela Hall, 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.

Domenic J. Dinatale Jr.

DOMENIC J. DINATALE JR., Notary Public
My Commission Expires January 25, 2017

My Commission Expires:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--|
| PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260 | CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 | |
| | E-MAIL ADDRESS: | |
| INSURED Volunteer NH! 117 Pleasant St; Dolloff Building Concord, NH 03301 | INSURER(S) AFFORDING COVERAGE NAIC # | |
| | INSURER A : Philadelphia Insurance Co. | |
| | INSURER B : Travelers Insurance | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|--|--|--|--------------|---------------|-------------------------|-------------------------|---|--------------------------------|
| A | GENERAL LIABILITY | | | PHPK1371268 | 09/01/2015 | 09/01/2016 | EACH OCCURRENCE | \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | \$ | |
| <input checked="" type="checkbox"/> POLICY | <input type="checkbox"/> PRO-JECT | <input type="checkbox"/> LOC | | | | | | |
| A | AUTOMOBILE LIABILITY | | | PHPK1371268 | 09/01/2015 | 09/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | <input type="checkbox"/> ANY AUTO | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> | OCCUR | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | <input type="checkbox"/> | CLAIMS-MADE | | | | AGGREGATE | \$ |
| | DED | | RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 6JUB5B5866215 | 09/01/2015 | 09/01/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT | \$100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation State: NH

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| State of NH, Dept of Safety 33 Hazen Drive Concord, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |