



# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

February 11, 2019

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

## Requested Action

Authorize the New Hampshire Department of Safety (DOS), Division of Fire Safety to enter into a grant agreement with the New Hampshire Association of Fire Chiefs (VC#166536-B001) in the amount of \$30,000.00 to plan and present the 2019 Statewide Hazardous Materials Conference. Effective upon Governor and Council approval through September 30, 2019. Funding source: 100% Federal Funds.

Funding is available in the SFY 2019 operating budget as follows:

02-23-23-238010-53110000	Dept. of Safety	Div. of Fire Safety	HMEP Grant
072-500575	Grants to Non-Profits-Federal		
Activity Code: HMEP 2019			\$30,000.00

## Explanation

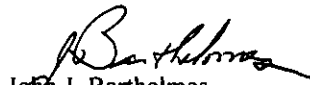
This grant provides funding to the New Hampshire Association of Fire Chiefs to plan and present the 2019 Statewide Hazardous Materials Conference. This two-day conference for hazardous materials (hazmat) emergency responders, emergency management, and law enforcement representatives from around the State of New Hampshire will enhance hazmat planning and response capabilities for both facility and transportation-type incidents. The program will include multiple presentations on hazardous materials planning, identification, and incident management.

The grant agreement will be funded from the FFY'19 Hazardous Materials Emergency Preparedness (HMEP) Grant Program which was awarded to the Department of Safety, Division of Fire Safety by the US Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA) to support activities that increase State and local effectiveness in handling hazardous materials incidents, to enhance implementation of the Emergency Planning and Community Right-to-Know Act (EPCRA), and to encourage a comprehensive approach to emergency training and planning.

The HMEP funds are 80% federally funded with a 20% match requirement to be supplied by the subrecipient (NH Association of Fire Chiefs). The NH Association of Fire Chiefs acknowledges their match obligation as part of Exhibit B of the grant agreement.

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

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

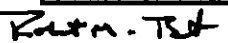




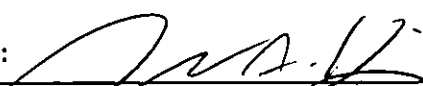
# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

**HMEP Grant**

<b>1.1. State Agency Name</b> NH Department of Safety, Division of Fire Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, Concord, NH 03305	
<b>1.3. Subrecipient Name</b> NH Association of Fire Chiefs (VC#: 166536-B001)		<b>1.4. Subrecipient Tel. #/Address</b> 603-816-3246 547 Charles Bancroft Hwy., Litchfield NH 03053	
<b>1.5 Effective Date</b> G&C Approval	<b>1.6. Account Number</b> AU #53110000	<b>1.7. Completion Date</b> September 30, 2019	<b>1.8. Grant Limitation</b> \$30,000.00
<b>1.9. Grant Officer for State Agency</b> Whitney Welch, HMEP Program Manager Paul J. Parisi, Director/State Fire Marshal		<b>1.10. State Agency Telephone Number</b> (603) 223-3627 (603) 223-4289	
"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."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Robert Burton, President	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> Brent Lemire, Executive Director	
<b>Subrecipient Signature 3</b> 		<b>Name &amp; Title of Subrecipient Signor 3</b> Chris Christensen, Jr., Treasurer	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Hillsborough</u> , <u>DI</u> <u>11/16/19</u> 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/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> NOTARY PUBLIC			
<b>1.14. State Agency Signature(s)</b> By:  On: 2/21/19 Steven R. Lavoie, Director of Administration		<b>1.15. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 3/4/19			
<b>1.17. Approval by Governor and Council (if applicable)</b> 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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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").

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 11/16/19

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient 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 of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

- 11.1. Any one or more of the following acts or omissions of the Subrecipient 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.

- 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 Subrecipient 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 Subrecipient notice of termination; and

- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, 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

Subrecipient Initials: 1.) 

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Date: 

- 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 Subrecipient 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 \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. 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 Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)

2.)

3.)

Date: 11/16/19

## EXHIBIT A

### Scope of Services

1. The Department of Safety, Division of Fire Safety (hereinafter referred to as "the State") is awarding the New Hampshire Association of Fire Chiefs (hereinafter referred to as "the Subrecipient") \$30,000.00 to plan and present the 2019 4<sup>th</sup> Annual Hazardous Materials Conference in New Hampshire.
2. "The Subrecipient" agrees to submit quarterly progress reports within 15 days after each quarter (April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>).
3. "The Subrecipient" agrees that the project grant period ends September 30, 2019 and that a final performance and expenditure report and final reimbursement requests will be sent to "the State" by October 31, 2019.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the State's submission of the final expenditure report. In these records, "the Subrecipient" shall maintain documentation of the 20% cost share required by this grant.

Subrecipient Initials:

1.) 

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Date: 

## **EXHIBIT B**

### **Grant Amount and Method of Payment**

#### **1. GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	\$7,500.00	\$30,000.00	\$37,500.00
<b>Match Requirements:</b> Project Cost is 80% Federal Funds, 20% Applicant Share			
<b>Awarding Agency:</b> US DOT, Pipeline and Hazardous Materials Safety Administration			
<b>Award Title &amp; #:</b> Hazardous Materials Emergency Preparedness Grant HM-HMP-0533-16-01-00			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 20.703 (HMEP)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 191243547			

#### **2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$30,000.00.
- b. "The State" shall reimburse up to \$30,000.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e., copies of invoices, cancelled checks, ledger reports) and proof of match from "the Subrecipient".

**Subrecipient Initials:** 1.) 

2.) 

3.) 

**Date:** 

## EXHIBIT C

### Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Subrecipient" must be expended within 30 days of receiving the advanced funds.
4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Subrecipient Initials:

1.) 

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Date: 

## EXHIBIT C.1

### Special Provisions Addendum

The "Subrecipient" agrees to be bound to the same terms and conditions of the *Code of Federal Regulations (CFR) Title 2, Grants and Agreements, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR 200) in which the State of New Hampshire is bound as "Recipient" as specified here: [https://www.ecfr.gov/cgi-bin/text-idx?tp=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tp=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

#### 1. Subaward Requirements

Subrecipients of HMEP funds must adhere to the requirements outlined at 2 CFR §200.330 - Subrecipient and Contractor Determinations and 2 CFR §200.331 - Requirements for Pass-Through Entities. The Recipient (NHDOS) must make the proper distinction between contract and a subaward as required by §200.330.

**Subaward** - A subaward is for the purpose of carrying out a portion of a Federal award. See 2 CFR §200.92 - Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- Determines who is eligible to receive what Federal assistance;
- Has its performance measured in relation to whether objectives of a Federal program were met;
- Has responsibility for programmatic decision-making;
- Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

**Contract** - A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See 2 CFR §200.22 - Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers;
- Normally operates in a competitive environment;
- Provides goods or services that are ancillary to the operation of the Federal program; and
- Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.





In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

#### 2. Effect of Award

The Subrecipient, which is the organization named in Block 1.3 of this Grant Agreement, is legally responsible for, and accountable to the NH Department of Safety (NHDOS), as Recipient, for the funds provided. By acceptance of this subaward, which is accomplished by the signature(s) of the authorized Subrecipient official(s) shown on Page 1 in Blocks 1.11 and 1.12 of this Grant Agreement, the Subrecipient agrees to comply with the terms and conditions detailed or referenced below. The subaward may only be modified with the approval of the NHDOS Hazardous Materials Emergency Preparedness (HMEP) Grant Manager, or any HMEP staff to whom the authority is delegated. See Section 21 for information on the process for requesting prior approval for amendments or modifications to the grant award. If the Subrecipient materially fails to comply with the term, the HMEP Grant Program Manager or designated representative may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances as provided in 2 CFR Part 200.

#### 3. Award Information

The total amount of funding is shown on Page 1, Block 1.8 of this Grant Agreement. The Subrecipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by this award.

Subrecipient Initials 1.)  2.)  3.)  Date:  Page 7 of 16



#### 4. Incorporation of Approved Application by Reference

The Subrecipient's application, including the narrative and budget as approved by NHDOS and USDOT/PHMSA prior to award, is incorporated by reference in this award. Changes to the approved application are governed by 2 CFR §200.308 and any applicable requirements outlined in this document of terms and conditions, as well as any special terms and conditions outlined in the grant's award letter. See Section 21 of this document for more information on the types of actions that require prior approval, and how requests should be submitted.

#### 5. Governing Statutes and Regulations

The administration of this award by USDOT/PHMSA and all recipients will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5116;
- The regulations outlined at 49 CFR Part 110;
- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- Any other applicable Federal statutes and regulations, including, but not limited to the following:
  - The Subrecipient must comply with 49 CFR Part 20, "New Restrictions on Lobbying." 49 CFR Part 20 is incorporated by reference in this award. 49 CFR Part 20 is available at [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR Part 20;
  - The Subrecipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance;
  - The Subrecipient must comply with 49 CFR Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964." 49 CFR Part 21 is incorporated by reference into this award. 49 CFR Part 21 is available at: [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR Part 21;
  - The Subrecipient must comply with 49 CFR Part 32, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988." 49 CFR Part 32 is incorporated by reference in this award. 49 CFR Part 32 is available at: [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR Part 32.
- No term or condition of this award is intended to require the Subrecipient to violate any applicable State law;
- The Subrecipient must immediately notify the NH Department of Safety's (NHDOS) HMEP grant program staff of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the Subrecipient's ability to perform the program in accordance with the terms of this award;
- The Subrecipient must also immediately notify the NHDOS's HMEP Grant Program staff of any decision pertaining to the Subrecipient's conduct of litigation that may affect USDOT's interests.

#### 6. Order of precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award;
- Any special terms and conditions of this award contained in Exhibit C, Special Provisions;
- General terms and conditions of this award.

#### 7. General Recipient Responsibilities

In accepting an HMEP financial assistance award, the Subrecipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, and regulations governing grants and cooperative agreements, these general terms and conditions, and any special conditions included in this award.

The Recipient (NHDOS) is responsible for monitoring Subrecipient activities under this subaward to ensure compliance with Federal requirements and performance objectives are being achieved and, if necessary, considering taking enforcement action against non-compliant Subrecipients as described in 2 CFR §200.338 - Remedies for Noncompliance. Monitoring of the

Subrecipient Initials

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Subrecipient must include:

- Reviewing financial and performance reports required by the pass-through entity (NHDOS);
- Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity (NHDOS) detected through audits, on-site reviews, and other means;
  - Consideration of whether the results of the Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the NHDOS's own records;
- Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the pass-through entity (NHDOS) as required by 2 CFR §200.521 - Management Decision.

The Subrecipient will be advised by the Recipient (NHDOS) of requirements imposed on them by Federal laws, regulations, and the terms and conditions of this award. These include grant administrative requirements, audit requirements under 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Failure to comply with these requirements may result in suspension or termination of the award and USDOT/PHMSA's recovery of funds.

#### 8. Subrecipient Project Director (PD)

The Subrecipient's Project Director (PD) is the individual designated as the Primary Point of Contact in the Subrecipient's application who is responsible for the technical direction of the project. The PD is considered a key person under this award and, if replacement of the PD is required, the HMEP Grant Program Manager must be notified.

Under the terms of this award, the Subrecipient, through the Subrecipient's PD, is responsible for:

- Accomplishing the objectives and, tasks specified in the approved application within the approved budget amounts (Federal share plus matching); and
- Providing required reports that are complete, accurate, and timely.

#### 9. Subrecipient's Authorized Grantee Official

The Authorized Grantee Official is a person(s) with the Subrecipient organization who has authority to legally and financially bind the organization. These are the individual(s) listed in Blocks 1.11 and 1.12 of this Grant Agreement. It is the Subrecipient's responsibility to follow their agency/community's policies and procedures for ensuring that authorized officials are up-to-date and endorse any prior approval actions.

#### 10. Required Registration in the System for Award Management

Per (Appendix A to 2 CFR Part 25), the System for Award Management (SAM) is the Official U.S. Government system that brings together different Federal procurement data systems into a unified system, with the intention of reducing duplication and information technology costs, and to help create a more streamlined and integrated Federal acquisition process. Additional information about registration procedures may be found online at <https://www.sam.gov/>. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or online at <http://fedgov.dnb.com/webform>. Unless exempted from this requirement under 2 CFR §25.110, the Subrecipient must maintain the information in SAM until the final financial report required under this award is submitted or the Subrecipient receives the final payment, whichever is later. This requires that the Subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

NHDOS, as Recipient, must:

- Notify potential subrecipients that no entity may receive a subaward unless the entity has provided its unique entity identifier to you.
- Not make a subaward to an entity unless the entity has provided its unique entity identifier to NHDOS.

Subrecipient Initials: 1.)

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Date: 11/16/19

Page 9 of 16

### 11. Government-wide Debarment and Suspension (Non-procurement)

In accordance with 2 CFR §200.212, subawards and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR Part 180. These regulations restrict subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The Subrecipient must also comply with 2 CFR Part 1200, "Nonprocurement Suspension and Debarment" which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions.

Before entering into a contract under the grant, the Subrecipient must verify that the entity/individuals are not excluded or disqualified from participation in Federal non-procurement or procurement programs. This can be done by:

- Performing a search (previously performed in the Excluded Parties List System (EPLS) by checking for Active Exclusions on the SAM website located at <https://www.sam.gov/>;
- Collecting a certification from that entity/individual; or
- Adding a clause or condition to the covered transaction with that entity/individual.

The Subrecipient must include a term or condition in lower-tier transactions requiring lower-tier participants to comply with Subpart C of the OMB guidelines in 2 CFR Part 180, as supplemented by 2 CFR Part 1200. The Subrecipient must inform NHDOS when the Subrecipient suspends or debars a contractor.

### 12. Financial Management and Internal Controls

The Subrecipient's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. In accordance with 2 CFR §200.302 and 2 CFR §200.303, the Subrecipient's financial management system must provide for the following:

- Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;
- Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §200.327 - Financial Reporting and §200.328 - Monitoring and Reporting Program Performance;
- Records that identify the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation;
- Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. For more information see §200.303 - Internal Controls;
- Comparison of expenditures with budget amounts for each Federal award;
- Written procedures to implement the requirements of §200.305 - Payment;
- Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 Subpart E - Cost Principles and the terms and conditions of this Federal award.

### 13. Payment

Unless otherwise authorized, the HMEP grant program payment is under the reimbursement method. Subrecipients must comply with all provisions located 2 CFR §200.305 reflecting payment of grant funds from a Federal agency or pass-through entity. The Subrecipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR §200.302. Payments for allowable costs to Subrecipients may be withheld during the period of performance if:

Subrecipient Initials 1.)  2.)  3.)  Date:  Page 10 of 16

- The Subrecipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
- The Subrecipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."
- While separate depository accounts for grant funds are not required, the Subrecipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- The Subrecipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Each reimbursement request may be mailed in or made electronically via the HMEP Reimbursement Request Form located in our HSEM Resource Center here: [https://prd.blogs.nh.gov/dos/hsem/?page\\_id=1925](https://prd.blogs.nh.gov/dos/hsem/?page_id=1925). Payments will be made after receipt of required reporting forms and other supporting documentation as requested. Supporting documentation may include accounting records, payroll records, travel receipts, invoices or other receipts. During the normal course of monitoring, NHDOS will perform periodic "spot check" desk reviews of payments and request supporting and/or back-up documentation associated with reimbursement payments. Subrecipients must comply with these requests for information in a timely manner or may face a delay in receiving future payment.

#### 14. Allowable Costs

The allowability of costs incurred by the Subrecipient will be determined using the OMB cost principles located at 2 CFR Part 200 – Subpart E.

#### 15. Pre-Award Costs

All costs incurred before NHDOS notifies the Subrecipient of the award are at the Subrecipient's risk (i.e., NHDOS is under no obligation to reimburse such costs if for any reason the Subrecipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).

#### 16. Flow-Down of Requirements under Subawards

The requirements of this award that apply to the Recipient (NHDOS) also apply to Subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified. In making subawards under the award, the Recipient must apply the Federal cost principles applicable to the particular type of organization concerned.

#### 17. Matching Requirement

Per 49 U.S.C. §5116(e), the Subrecipient must provide 20 percent of the allowable planning and/or training costs of activities covered under this award from non-Federal sources. Subrecipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR § 110.60. Matching costs and contributions also must meet the requirements of 2 CFR §200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds. Subrecipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during NHDOS's processing of the Subrecipient's reimbursement request. A lack of documentation for the statutory requirements may result in the Subrecipient being designated high-risk, placed on a corrective action plan, or the recovery of disallowed costs. Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent Federal/20 percent non-Federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Subrecipients of HMEP awards under 49 U.S.C. §5116(a)(2)(A) and (b)(2)(A) and 49 CFR §110.30(b) (2) and (c)(2).

#### 18. Programmatic Performance and Financial Reporting Requirements

Upon request, the Subrecipient must provide information on activities performed and any expenditure made against the award throughout the grant's period of performance (i.e., quarterly, mid-year progress report, annual report and final report). It is important that requests for information are acted upon immediately as NHDOS sequentially forwards this data to USDOT/PHMSA with strict deadlines in place. Requested information may include:

- A summary of what was accomplished under the HMEP grant award during a specific reporting period or grant year.
- A narrative detailing how planning and/or training goals and objectives for the HMEP grant were achieved during a specific performance period.

Subrecipient Initials: 1.)  2.)  3.)  Date:  Page 11 of 16

- A narrative detailing how the State, through activities conducted using HMEP funds, is better able to handle accidents and incidents involving the transport of hazardous materials.

A brief description of any issues or delays, such as severe weather and forest fires, that impact the Subrecipient's ability to utilize or administer its HMEP award.

- A report of planning activities during a specific performance period to include amount expended, activities performed (i.e., plans developed or updated, completed hazard analysis commodity flow studies), mode of transport, type of hazmat, completion date, and the outcome.
- A report of training activities during a specific performance period to include the type of training (i.e., awareness, operations, specialist, technician, and incident command), initial or refresher, numbers trained, amount expended, training competencies (i.e., NFPA 472, OSHA 1910.120).

Failure to provide required reports by the requested due dates or any extended due date approved by NHDOS, may result in a delay in processing payment requests, delay in the award of new funding, or, as appropriate, an enforcement action.

## 19. Reporting Subawards and Executive Compensation

**Reporting of First-Tier Subawards** - Unless you are exempt as provided by Federal law, each action that obligates \$25,000 or more in Federal funds for a subaward must be reported by the NH Department of Safety (NHDOS).

- Where and when it is reported:
  - NHDOS must report each obligating action described in the previous paragraph to <http://www.fsrs.gov>.
  - Subaward information is reported no later than the end of the month following the month in which the obligation (award) was made. (For example, if the obligation was made on November 8, 2018, the obligation must be reported by no later than December 31, 2018.)
- What is reported:
  - Information about each obligating action must be reported as specified in the submission instructions posted at <http://www.fsrs.gov>.
  - Total compensation of recipient executives is reported.

## Reporting Total Compensation of Recipient Executives

- Applicability and what is reported:  
The total compensation for each of your five most highly compensated executives for the preceding completed fiscal year is report, if -
  - The total Federal funding authorized to date under this award is \$25,000 or more;
  - In the preceding fiscal year, you received -
    - i. 80 percent or more of your annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320; and
  - 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. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.
- Where and when it is reported:  
The executive total compensation described in the paragraph entitled "Applicability and what to report" for recipient executives of this award term are reported:
  - As part of your registration profile at <https://www.sam.gov/SAM/>.
  - By the end of the month following the month in which this award is made, and annually thereafter.

## 20. Procurement

Sub-recipients are to follow the procurement requirements at 2 CFR §200.317 - Procurement by States. When procuring property and services under a Federal award, a jurisdiction must follow the same policies and procedures it uses for procurements from its non-Federal funds. The jurisdiction will comply with 2 CFR §200.322 - Procurement of Recovered Materials and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.326 -

Subrecipient Initials: 1.)

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Date:

Page 12 of 16

Contract Provisions. Subrecipients of HMEP funds must be aware of the procurement requirements required by the jurisdiction and have documented policies and procedures to ensure compliance with these requirements. USDOT/PHMSA grants staff may request these policies and procedures to ensure Subrecipients are following their jurisdiction's procurement requirements as part of the overall monitoring process.

## 21. Changes to the Approved Application and Budget (prior approval actions)

The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It must be related to performance for program evaluation purposes whenever appropriate. Subrecipients are required to report deviations from budget or project scope or objective, and request prior approvals from the NHDOS HMEP Grant Program Manager for budget and program plan revisions, in accordance with this section.

Recipients must request prior approvals from the NHDOS HMEP Grant Program Manager for the following program or budget-related reasons:

- Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- Request for approval to engage in programmatic activities that were not detailed in the Subrecipient's application, budget narrative and project narrative.
- Change in a key person specified in the application or the Federal award (the Subrecipient Project Director).
- The disengagement from the project for more than three months by the approved Subrecipient Project Director.
- Unless described in the application and funded in the approved award, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in 2 CFR §200.332 - Fixed Amount Subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
- A request for a one-time extension of the period of performance by up to 12 months. For one-time extensions, the Subrecipient must notify the NHDOS HMEP Grant Program Manager in writing with the supporting reasons, the amount of funds unobligated and revised period of performance, at least 90 calendar days before the end of the period of performance specified in the Federal award (shown in Block 1.7 of the executed Grant Agreement). A *Grant Change Request Form* must be used to request an extension and must be signed or endorsed by an official with authority, the Subrecipient Project Director as well as their Financial Officer within the Subrecipient organization. This one-time extension may not be exercised merely for the purpose of using unobligated balances – there needs to be extenuating circumstances to justify approval for an extension to utilize unobligated balances. Extensions require explicit prior approval from NHDOS. Requests for extension may be submitted through the HMEP mailbox at [hmepp@doh.nh.gov](mailto:hmepp@doh.nh.gov).

## NHDOS HMEP Grant Program Manager's Reply to Prior Approval Requests

Within 30 calendar days from the date of receipt of the request for budget revisions, the NHDOS HMEP Grant Program Manager must review the request and notify the Subrecipient whether the grant agreement revisions will be considered. Any amendments made to the original executed Grant Agreement must receive approval by NHDOS's Director of Administration or by the Governor & Council, depending on the grant's monetary threshold.

## 22. Assessment of Subrecipient's Risk of Non-Compliance

Each Subrecipient's risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring, which may include consideration of such factors as:

- The NHDOS HMEP Program Manager completed a risk assessment on each Subrecipient at the time of application;
- The Subrecipient's prior experience with the same or similar subawards;
- The results of previous audits including whether or not the Subrecipient receives a Single Audit in accordance with 2 CFR Part 200 Subpart F - Audit Requirements, and the extent to which the same or similar subaward has been audited as a major program;
- Whether the Subrecipient has new personnel or new or substantially changed systems; and
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

Subrecipient Initials

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Date:   
Page 13 of 16

Depending upon NHDOS's assessment of risk posed by the subrecipient, the following monitoring tools may be used to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- Providing Subrecipients with training and technical assistance on program-related matters;
- Performing on-site reviews of the Subrecipient's program operations;
- Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 - Audit Services.

### 23. Special Terms and Conditions

As a result of the application review and risk assessment the NHDOS HMEP Grant Program Manager may include special terms and conditions in Exhibit C, Special Provisions that may supplement/amend the general terms and conditions, in accordance with 2 CFR §200.207, Specific Conditions.

Exhibit C, Special Provisions of the Grant Agreement may include conditions that must be fulfilled before Subrecipients may request payment. Subrecipients are reminded to check Exhibit C for special terms and conditions and submit any outstanding required items.

### 24. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the subrecipients, respectively, unless otherwise specified under 2 CFR §200.313 - Equipment or the special terms and conditions of the grant award.

### 25. Copyrights

USDOT/PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- The copyright in any work developed under a subaward, or a contract under a subaward; and
- Any rights of copyright to which a subrecipient purchases ownership with grant support.

### 26. Audit Requirements

As required by 2 CFR §200.501 - Audit Requirements, Subrecipients that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the regulation. Subrecipients are expected to review and fully comply with the audit requirements formerly located at A-133 and now located at 2 CFR Part 200, Subpart F.

### 27. Record Retention and Access to Records

The Subrecipient must comply with 2 CFR §200.333 - Retention Requirements for Records and 2 CFR §200.336 - Access to Records. USDOT/PHMSA, the Inspectors General, the Comptroller General of the United States, and the pass-through entity (NHDOS), or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

NHDOS, through its grant program staff or other authorized representative(s), may make site visits, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Subrecipient, the Subrecipient must provide reasonable facilities and assistance to NHDOS HMEP grant program representatives in the performance of their duties.

NHDOS, through its HMEP grant program staff or other authorized representative(s), may request a desk audit, at reasonable times, to review project accomplishments, management control systems and provide guidance as may be requested or required. If a desk audit is conducted, the Subrecipient is required to provide, electronically or via postal service, all records requested by NHDOS HMEP Grant Program representatives.

Subrecipient Initials 1.)



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Date:



Page 14 of 16

If USDOT/PHMSA requires access to the records of a Subrecipient or contractor under the grant, whether a part of a site visit or for another type of review, USDOT/PHMSA will coordinate the request with NHDOS HMEP grant program staff or other authorized representative(s). All site visits, desk audits, reviews, and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Subrecipient or contractor.

## **28. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran Owned, and HubZone Area Firms**

In keeping with 2 CFR §200.321, Subrecipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible. USDOT/PHMSA's policy is to award a fair share of contracts to small minority business, women-owned, veteran-owned and HubZone firms. USDOT is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any contracts under USDOT grants or cooperative agreements.

Affirmative steps include:

- Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
- Ensuring that small and minority businesses, women's business enterprises, veteran- owned and HUB Zone business firms are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
- Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
- Using the services and assistance of the Small Business Administration and the USDOT Office of Small and Disadvantaged Business Utilization, as appropriate.

## **29. Seat Belt Use Policies and Programs**

In accordance with Executive Order 13043, the Subrecipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user- friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

## **30. Texting While Driving**

In accordance with Executive Order, 13513, subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company- owned or rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the entity's text messaging policy while off duty.

## **31. Information Collection**

Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Subrecipient is prohibited from representing to its respondents that information is

Subrecipient Initials

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being collected for, or in association with, the Federal government unless the Subrecipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA clearance procedures contained in 5 CFR Part 1320 must be followed. However, nothing in this award requires Subrecipients to collect information on USDOT/PHMSA's behalf or to obtain USDOT/PHMSA approval (through NHDOS) of any information collection a Subrecipient might deem necessary under this award.

### 32. Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General  
1200 New Jersey Avenue, SE West Bldg. 7th Floor Washington, DC 20590  
Phone: 1-800-424-9071  
Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)  
Web: <http://www.oig.dot.gov/Hotline>

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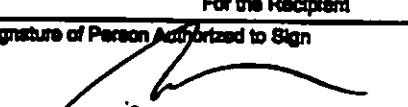
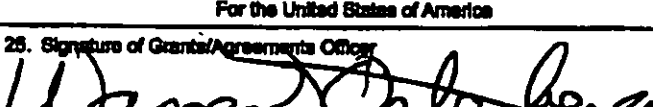


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11/16/19

Page 16 of 16

# **ASSISTANCE AGREEMENT**

1. Award No. HMMP0533160100		2. Modification No. 0002		3. Effective Date <b>SEP 30 2018</b>		4. CFDA No. 20.703		
5. Awarded To NEW HAMPSHIRE STATE OF Attn: Perry E. Plummer NH DEPART OF SAFETY 33 HAZEN DR CONCORD NH 03305-0011				6. Sponsoring Office PHH Grants and Registration 1200 New Jersey Ave, SE Washington DC 20590			7. Period of Performance 09/30/2016 through 09/29/2019	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority Federal Hazardous Materials Transportation Law, 49 USC 5101 et seq			10. Purchase Request or Funding Document No. PH957-18-0085			
11. Recurrence Address NEW HAMPSHIRE STATE OF Attn: Perry E. Plummer NH DEPART OF SAFETY 33 HAZEN DR CONCORD NH 03305-0011				12. Total Amount Govt. Share: \$333,749.00  Cost Share : \$55,226.00  Total : \$388,975.00		13. Funds Obligated This action: \$112,846.00  Total : \$333,749.00		
14. Principal Investigator Perry E. Plummer, (603)2712231 perry.plummer@dos.nh.gov			15. Program Manager CARLA SHEPPARD Phone: 202-366-2738			16. Administrator Acquisition Services Division US DOT/PHMSA/PHF-20 1200 New Jersey Avenue, SE E22-317 Washington DC 20590-0001		
17. Submit Payment Requests To FAA/MMAC/PHMSA HQ 272F AMK 316 6500 S. MacArthur Blvd Oklahoma City OK 73169			18. Paying Office FAA/MMAC/PHMSA HQ 272F AMK 316 6500 S. MacArthur Blvd Oklahoma City OK 73169			19. Submit Reports To See attachment 1, #27		
20. Accounting and Appropriation Data 5282XXDB2.2018.EPGRT01020.50D0308EP0.41000.61000000.0000000000.0000000000.0000000000.0000000000								
21. Research Title and/or Description of Project 2018 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT NEW HAMPSHIRE								
For the Recipient				For the United States of America				
22. Signature of Person Authorized to Sign 				25. Signature of Grants/Agreements Officer 				
23. Name and Title Perry E. Plummer Director		24. Date Signed 9/24/18		26. Name of Officer WARREN OSTERBERG		27. Date Signed 9/24/18		



## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS

REPLY ADDRESS:

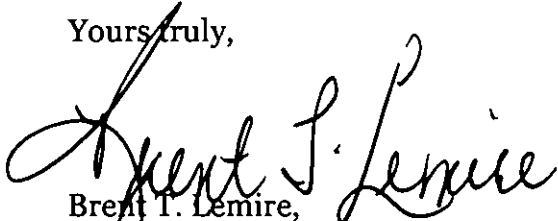
547 Charles Bancroft Highway  
Litchfield, NH 03052

January 10, 2019

State of New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management  
Attn: HMEP Grant Program Manager  
33 Hazen Drive  
Concord, NH 03305

Please be advised that the New Hampshire Association of Fire Chiefs voted to accept the terms of the 2019 HMEP Grant as presented, in the amount of \$30,000.00 for costs associated in presenting the annual Hazardous Materials Conference in 2019. The New Hampshire Association of Fire Chiefs acknowledges that the total cost of this project will be \$37,500.00, in which the Association will be responsible for a 20% match (\$7,500.00).

Yours truly,

  
Brent T. Lemire,  
Executive Director





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March 14, 2019 Business Meeting - Alans of Boscawen

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4/3/2019  
Legislative Breakfast  
Wednesday April 3, 2019

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Interim President	Robert Buxton Hudson Fire Department 39 Ferry Street Hudson, NH 03051	Work 603-816-3246 Cell 603-396-6110 rbuxton@hudsonnh.gov Term Expires April 2019
Interim 1st Vice President	Chief Stephen Carrier Gilford Fire Department 39 Cherry Valley Road Gilford, NH 03249	Work 603-527-4758 Cell 603-455-1895 scarrier@gilfordnh.org Term Expires April 2019
2nd Vice President	Chief Ken Jones Meredith Fire Department Meredith, NH	Work (603) 279-6061 Cell (603) 848-0307 kjones@meredithnh.org Term Expires April 2019
Executive Director	Chief Brent Lemire 547 Charles Bancroft Hwy. Litchfield, NH 03052-1003	Phone: 424-4911 Cell: 867-4911 nhfirechiefs@gmail.com Term Expires April 2019
Treasurer	Chief Chris Christopoulos 12 South Park Street Lebanon, NH 03766	Cell (603) 252-0923 nhafc.treasurer@gmail.com Term expires April 2019
Sergeant At Arms	Chief Kevin LaChapelle Franklin Fire Dept. 59 West Bow Street Franklin, NH 03235	Cell (603) 934-2205 KLaChapelle@franklinnh.org Term Expires April 2019
Fulltime Director	Chief Kirk Beattie Laconia Fire Department 848 Main Street Laconia, NH 03246	Work: (603) 524-6881 lfdassistchief@laconianh.gov Term Expires April 2020
Fulltime Director	Chief Brian Rhodes Nashua Fire Rescue 70 East Hollis Street Nashua, NH 03060	Work: (603) 594-3651 rhodesb@nashuaanh.gov Term Expires April 2019
Combination Director	Deputy Chief Sean Toomey Warner Fire Department	Work (603) 225-8650 stoomey@concordnh.gov Term Expires April 2020

Combination Director	Chief Mike Sitar Jr. Tilton-Northfield Fire and EMS	Work: 603-286-4781 mwsitar@tnfd.org Term Expires April 2020
Voting Member Director	Chief Bud Chapman Milan Fire Department	Work 603-449-2001 R_chapman_trucking@yahoo.com Term Expires April 2020
Immediate Past Presidents	Chief Frank Fraitzl Litchfield Fire Department 257 Charles Bancroft Highway Litchfield NH 03052  Fire Marshal Paul Parisi NH Dept. of Safety - Div. of Fire Safety 33 Hazen Drive Concord, NH 03301	Work 603-424-8701 Cell 603-341-4820 ffraitzl@litchfieldfd.com  Work 603-223-4289
NED-IAFC	Steven Achilles Portsmouth Fire Department 170 Court Street Portsmouth NH 03801	Work 603-427-1515 Cell 603-817-9985 seachilles@cityofportsmouth.com

547 Charles Bancroft Highway Litchfield NH 03053 • nhfirechiefs@gmail.com

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2018

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 BELONGING TO THE 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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b>  <b>Sandy Ackerson Agency</b> 399 Boynton St. Bedford, NH 03110		<b>CONTACT NAME:</b> John Ackerson <b>PHONE (A/C No. Ext.):</b> 603-622-2918 <b>FAX (A/C No.):</b> 603-644-4731 <b>E-MAIL ADDRESS:</b> john@sandyackerson.com		
<b>INSURED</b>  New Hampshire Association of Fire Chiefs C/O Chris Christopoulos 547 Charles Bancroft Hwy Litchfield, NH 03052-1003		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> State Farm Fire and Casualty Company		25143
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
<b>INSURER E:</b>				
<b>INSURER F:</b>				

**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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		94-BC-Q780-9	03/16/2018	03/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ OTHER \$
<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
<input type="checkbox"/>	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

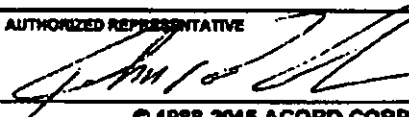
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Department of Safety  
33 Hazen Drive  
Concord, NH 03305

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



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## NEW HAMPSHIRE ASSOCIATION OF FIRE CHIEFS

REPLY ADDRESS:

547 Charles Bancroft Highway  
Litchfield, NH 03052

April 18, 2017

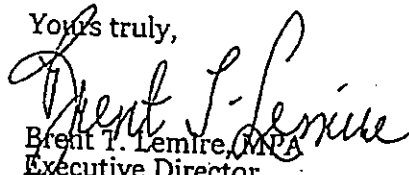
State of New Hampshire  
Division of Fire Safety  
Office of the Fire Marshal  
Concord, NH 03305

Attn: Cindy Richard

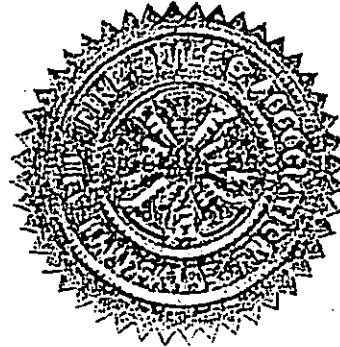
Please be advised that the New Hampshire Association of Fire Chiefs has no employees,  
nor do they carry Workers' Compensation insurance.

Call with further questions.

Yours truly,



Brent T. Lemire, MPA  
Executive Director  
New Hampshire Association of Fire Chiefs



Cc: Chief Francis X. Fraitzl, President