



JLR 43

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 271-2214 Fax: 271-6488 www.nhdfi.org

January 30, 2017

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

**REQUESTED ACTION**

1. Authorization is requested for the Department of Resources and Economic Development (DRED), Division of Forests and Lands to enter into a Memorandum of Agreement with the New Hampshire Department of Safety (NHDOS) for the purpose of providing Operation Stonegarden Detail Patrols upon approval of Governor and Executive Council through August 31, 2019.
2. Further authorize the Department to accept and expend \$4,957.20 from the NHDOS to offset the personnel expenditures for providing Operation Stonegarden Detail Patrols in accordance with the terms of the MOA. **100% Other Funds**

03-35-35-351010-35200000 FOREST PROTECTION					
Class	Description	Account	FY 2017 Current Budget	Requested Action	FY 2017 Revised Budget
<b>Revenue</b>					
001	Transfers from Other Agency	405893	(\$3,594.00)	(\$4,957.20)	(\$8,551.20)
004	Intra-Agency Transfers	403631	(111,289.00)	0.00	(111,289.00)
009	Agency Income	405667	(5,138.26)	0.00	(5,138.26)
<b>Expense</b>					
010	Personal Services - Permanent	500100	629,353.00	0.00	629,353.00
018	Overtime	500106	5,455.86	3,371.04	8,826.90
020	Current Expenses	500200	36,000.00	0.00	36,000.00
023	Heat/Electricity/Water	500264	2,000.00	0.00	2,000.00
026	Organizational Dues	500251	5,000.00	0.00	5,000.00
030	Equipment New/Replacement	500300	30,000.00	0.00	30,000.00
039	Telecommunications	500188	12,000.00	0.00	12,000.00
050	Personal Services - Temporary	500109	40,424.00	0.00	40,424.00
060	Benefits	500612	449,597.78	938.16	450,535.94
070	In State Travel Reimbursement	500704	2,500.00	648.00	3,148.00
<b>Totals</b>			<b>\$1,212,330.64</b>	<b>\$4,957.20</b>	<b>\$1,217,287.84</b>

## EXPLANATION

The NHDOS wishes to enter into a Memorandum of Agreement with DRED, Division of Forests and Lands to provide Enforcement Patrol coverage under the direction of the Coos County Sheriff's Office for the Operation Stonegarden portion of the 2016 Homeland Security Grant Program. Enforcement Patrols will be provided by DRED, Division of Forests and Lands' Forest Rangers dressed in a recognizable department uniform.

Operation Stonegarden is a Homeland Security initiative that strives to engage local, state and federal law enforcement agencies in border security. Homeland Security recognizes that law enforcement agencies in the area have local knowledge, skills, and abilities that can supplement and enhance the Nation's border security. Working in partnership with the Beecher Falls Border Patrol station will raise our collective level of situational awareness in the border area of northern New Hampshire. Stonegarden provides compensation in the form of federal dollars for both manpower and equipment. Current Stonegarden participants in New Hampshire include the Fish and Game Department, Forest Protection Bureau of DRED, Coos County Sheriff's Department, Pittsburg Police Department, Colebrook Police Department, and the Department of Safety's Division of State Police.

The following additional appropriation is requested for Fiscal 2017:

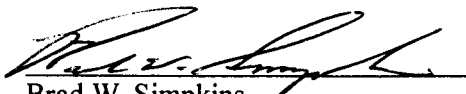
Class 018 – Overtime \$3,371.04, to pay current Forest Protection Bureau staff to patrol 72 hours;  
Class 060 – Benefits \$938.16, to pay associated fringe benefits on 72 hours of overtime; and  
Class 070 – In State Travel \$648.00, to pay mileage expenses for 1,200 miles.

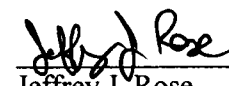
The current budget for FY2017 is \$1,212,330.64. The requested additional amount of \$4,957.20 brings the revised FY2017 budget to \$1,217,287.84.

In the event that Other Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Concurred,

  
Brad W. Simpkins  
Director

  
Jeffrey J. Rose  
Commissioner

(CM)

State of New Hampshire  
Department of Resources and Economic Development  
Division of Forests and Lands

**FISCAL SITUATION**

**03-35-35-351010-35200000 FOREST PROTECTION**

Total Current Budget for FY 2017	\$1,212,330.64
Other Funds Budget Request for FY 2017	<u>\$4,957.20</u>
Total Revised Budget for FY 2017	\$1,217,287.84

# State of New Hampshire

JOHN J. BARTHELMES  
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR.  
ROBERT L. QUINN  
ASSISTANT COMMISSIONERS

## DEPARTMENT OF SAFETY

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

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

January 10, 2017

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

### Requested Action

Pursuant to RSA 21-P:43, authorize the New Hampshire Department of Safety to enter into a grant agreement with the Department of Resources and Economic Development (vendor code 177887, B004) in the amount of \$4,957.20 for the Operation Stonegarden portion of the 2016 Homeland Security Grant Program. Effective upon Safety Business Office approval through the August 31, 2019. Funding source: 100% Federal Funds.

Funds are available in the SFY 2017 operating budget as follows with the Federal award scheduled to end August 31, 2019.

02-23-23-231010-11180000	Dept. of Safety	Office of the Commissioner	Homeland State Agency Grants
072-500576	Grants to Other State Agencies – Federal		
Activity Code: 23HS16SGST			\$4,957.20

### Explanation

This State Agency award is funded as part of the 2016 Department of Homeland Security Grant Program under a special limited purpose allocation known as "Operation Stonegarden" (OPSG). OPSG funds are intended to enhance cooperation and coordination among local, Tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. The Department of Resources and Economic Development is a partner in this program in Coos County. In addition to limited eligible equipment, targeted overtime patrols will be conducted by law enforcement officials in the region.

This grant award to the Department of Resources and Economic Development is for:

- \$4,309.20 to cover overtime and associated benefits for Operation Stonegarden details conducted,
- \$648.00 to cover mileage for Operation Stonegarden details conducted,

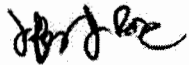
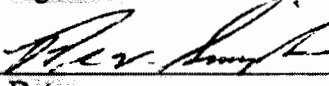
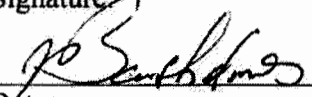
Highway Funds or General Funds will not be used should Federal Funds become unavailable.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Urban-Morin".

Pamela Urban-Morin  
Grants Administrator

PUM/smg

STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY <b>GRANT AWARD: Subgrantee will comply will all Terms &amp; Conditions attached.</b>		
Agency Name: Department of Resources and Economic Development		Vendor Code: 177887 B004
Program Name: "Operation Stonegarden" Grant Program		Amount: \$4,957.20
Grant Start Date: DOS Business Office Approval Grant End Date: August 31, 2019		State Grant Number: Federal Grant Number: EMW-2016-SS-00053-01
IFS Appropriation No.: 010-023-11180000-500576 Job Number: 23HS16SGST		
Head of Agency: Jeffrey Rose (or successor) Commissioner	Project Director: BRAD W SIMPKINS	Fiscal Officer: CHRISTOPHER MARINO
Federal Grant Name: 2016 Operation Stonegarden Federal Agency: Department of Homeland Security Bureau/Office: Preparedness Directorate, Office of Grants and Training CFDA Number: 97.067		
Purpose of Grant: These funds are intended for the reimbursement of equipment and of OPSG details as specified in the Operation Stonegarden grant application on file at DOS.		
Financial Requirements: All inventory standards for equipment must be maintained per state and federal requirements. Final report must include disposition of equipment valued at \$5,000 or over and/or in accordance with state and federal requirements.		
Match Requirements: None		
Reporting Requirements: Only DHS allowable costs will be reimbursed. Inventory to DOS of equipment valued at \$5,000 or more and/or in accordance with state and federal guidelines. Copies of invoices for all purchases submitted to DOS in compliance with federal, state and local audit requirements. Copies of agency payment to validate reimbursement to DOS.		
APPROVAL		
Head of Agency Name: Jeffrey Rose or successor	Project Director Name: BRAD W SIMPKINS	NH Department of Safety: John J. Barthelmes
Title: Commissioner	Title: DIRECTOR	Title: Commissioner
Signature: 	Signature: 	Signature: 
Date: 12/22/16	Date: 12/22/16	Date: 1/11/17
Approval by Attorney General (Form, Substance and Execution)		
Attorney General, NH Dept. of Justice		Date
All terms of this grant award not valid unless signed by all authorized parties.		

Name of Equipment	Quantity	Cost		Name of Equipment	Quantity	Cost
DRED Operational Overtime \$46.82 /hr x 1 person x 9 hours x 1 day per week x 8 weeks	46.82	3,371.04				
DRED Fringe Benefits \$46.82 /hr x .2783 = \$13.03 x 72 hours	13.03	938.16				
DRED - Mileage - 150 miles x .54 cents per mile x 8 weeks	0.54	648.00				
<b>TOTAL</b>	<b>TOTAL</b>	<b>4,957.20</b>		<b>Balance</b>		<b>\$ 4,957.20</b>

**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:** DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

**Address:** 170 PEMBROKE ROAD

<b>City:</b> CONCORD	<b>State:</b> NH	<b>Zip Code:</b> 03301 (9 digits required)
-------------------------	---------------------	---

**Sub-Recipient DUNS Number:** 073-451-838

**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)

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

**Comments**

**PREPARED BY:** 

**Name:** CHRISTOPHER MARINO

**Title:** BUSINESS ADMINISTRATOR

**Telephone:** 603-271-3727

**Email:** CHRISTOPHER.MARINO@DRED.NH.GOV

**DATE:**

12/22/16

## SPECIAL CONDITIONS – FFY 2016

SUBGRANTEE: Department of Resources & Economic Development GRANT AWARD AMOUNT: \$4,957.20

GRANT TITLE: Operation StoneGarden GRANT AWARD DATE: December 1, 2016

GRANT PROGRAM: Homeland Security / Operation StoneGarden CFDA#: 97.067

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO ***WITHIN THIRTY (30) DAYS*** FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON August 31, 2019**. Accordingly per DHS/FEMA- Office of Financial & Grants Management guide: page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.

**BY SIGNING THIS FORM YOU AGREE TO THE CONDITIONS OF THIS GRANT.**

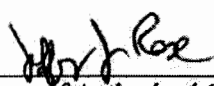
\* \* \* \* \*

1. Please note the following special conditions for your grant award:
  - a. Complete and return all signature forms included with this award.
  - b. Funds are to be expended in accordance with the attached Budget.
  - c. The “Stonegraden Security Detail Officer’s Activity & Time Report” must be completed, signed, and returned with each reimbursement request submitted to the Grants Management Unit.
2. Typing of Equipment and Training:


The FY 2016 HSGP Guidance and 2016 FOA require that all sub-recipients report equipment purchased and the typed capability the equipment supports (where such typing 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. The description and listing of NIMS typed resources can be found at: <http://www.fema.gov/resource-management>.

Sub-recipients 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. This reporting shall take place bi-annually. This form will be provided to you electronically.
3. All sub- recipients must submit purchase orders or other documented proofs of purchase for all equipment awarded with this grant within 180 days from the award date. Exceptions to this require approval by NH Department of Safety- Grants Management.
4. In accordance with Article XI – “Reporting Subawards and Executive Compensation”, all sub-recipients of over \$25,000 must complete and return the “Sub-Recipient Information Reporting Form” enclosed with this award.
5. All sub-recipients must comply with the Grant Terms and Conditions included with this award.
6. All sub-recipients must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2016 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Fire Academy and EMS Bureau. Information is also found by reviewing information from the NIMS Integration Center (NIC) at <http://www.fema.gov/emergency/nims/>.

7. All sub-recipients must comply and be familiar with Homeland Security Presidential Directive-8 and the National Response Plan. <http://www.ojp.usdoj.gov/odp/assessments/hspd8.htm>
8. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. [http://www.dhs.gov/xprepresp/committees/editorial\\_0566.shtm](http://www.dhs.gov/xprepresp/committees/editorial_0566.shtm)
9. All SHSP sub-recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines. Sub-recipients are encouraged to integrate with the Citizens' Corp from their local area. Contact VolunteerNH!
10. Recurring costs/fees are not allowable for funding under the 2015 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.
11. When procuring equipment for communication system development and expansion, a standards-based approach should be used to begin migration to multi-jurisdictional and multi-disciplinary interoperability. Specifically, all new voice systems should be compatible with the ANSI/TIA/EIAA-102 Phase I (Project 25 or P25) suite of standards. In addition SAFECOM grant guidance materials are available at <http://www.safecomprogram.gov>.
12. The recipient 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." The recipient agrees that all publications created with funding under this grant shall prominently contain the following: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the NH Department of Safety (DOS)".

  
\_\_\_\_\_  
Signature of Authorized Official

12/22/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Program Manager/Contact

12/22/16  
\_\_\_\_\_  
Date

Fiscal Year 2016: DHS Standard Terms and Conditions

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DIIS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative, cost principles and audit requirements that apply to DIIS award recipients originate from: 2 CFR Part 200, Section 3002, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards.

II. **Acknowledgement of Federal Funding from DHS**

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

III. **Activities Conducted Abroad**

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

IV. **Age Discrimination Act of 1975**

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

V. **Americans with Disabilities Act of 1990**

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

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

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

VIII. **Civil Rights Act of 1968**

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

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

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.fsrs.gov](http://www.fsrs.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:                     

Date: 12/22/16


**NH Department of Safety HSGP Special Grant Terms and Conditions 2016**  
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 2016 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;
- Giving preferential treatment to any person;

Initials of Authorized Official:   
Date: 12/22/16

- 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.
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

Initials of Authorized Official: 

Date: 12/22/16

fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.

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

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

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the grantee or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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

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

- (1) Title will remain vested in the Federal Government.
- (2) Grantees or subrecipients will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
- (3) When the equipment is no longer needed, the grantee or subrecipient will request disposition instructions from the Federal agency.

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

- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

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

Initials of Authorized Official: 

Date: 12/22/16

for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

**Reporting Requirement: Typing of Equipment and Training:**

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

**As a condition of the receipt of these funds:**

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

**Tracking of Equipment:**

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

**Equipment valued over \$5,000:**

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

**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 2016 sustained capabilities** or to build capacity to address CBRNE/WMD terrorist incidents.

**CERTIFICATION BY PROGRAM MANAGER/CONTACT\***

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

Name: BRAD W SIMPKINSTitle: DIRECTORAgency: DEPARTMENT OF RESOURCES AND  
ECONOMIC DEVELOPMENTMailing Address: 172 PEMBROKE RDPhone Number: 603-271-2214CONCORD NH 03301Fax Number: 603-271-6488E-Mail Address: BRAD.SIMPKINS@DRED.NH.GOVSignature: **CERTIFICATION BY FINANCIAL OFFICER\***

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

Name: CHRISTOPHER MARINOTitle: BUSINESS ADMINISTRATORAgency: DEPT OF RESOURCES & ECONOMIC DEVMailing Address: 172 PEMBROKE RDPhone Number: 603-271-3727CONCORD NH 03301Fax Number: 603-271-2629E-Mail Address: CHRISTOPHER.MARINO@DRED.NH.GOVSignature: 

**CERTIFICATION BY AUTHORIZED OFFICIAL\***

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

Name: JEFFREY J ROSE

Title: COMMISSIONER

Agency: DEPT OF RESOURCES & ECONOMIC DEV

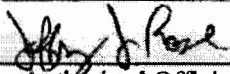
Mailing Address: 172 PEMBROKE RD

Phone Number: 603-271-2411

CONCORD NH 03301

Fax Number: 603-271-2629

E-Mail Address: JEFFREY.ROSE@DRED.NH.GOV

Signature: 

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

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

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Uniform Guidance 2 CFR 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

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

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

1. Subrecipient/subawardee Name and Address:

DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

172 PEMBROKE ROAD

CONCORD NH 03301

2. Project Name: CFDA # 97.067 2016 HOMELAND SECURITY/OPERATION STONEGARDEN

3. Grantee IRS Number: 02-6000618

4. Typed Name and Title of Authorized Representative: JEFFREY J ROSE, COMMISSIONER

5. Signature of Authorized Representative: 

6. Date: 12/22/16

**ACCEPTANCE OF AUDIT REQUIREMENTS  
FFY 2016 Homeland Security Grant Program**

We agree to have an audit conducted in compliance with OMB Uniform Guidance 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If a State Agency: Non-Federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the organizational fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of if applicable to your State Agency in accordance with 2 CFR 200 F and the State CAFR. If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

NH Department of Safety  
Office of the Commissioner  
Grants Management Unit  
33 Hazen Drive  
Concord, NH 03305

The following is information on the next organization-wide audit that will include this agency:

1. \*Audit Period  
(Organization's fiscal or calendar year to be audited)

Beginning: 7/1/2017 Ending: 3/31/2018  
date date

2. Audit will be submitted to NH DOS Grants Management Unit by:  
(Date must be no later than the ninth month after the end of the audit period)

Date: 3/31/2018


Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We 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. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Uniform Guidance 2 CFR 200.


NH DOS Grants Management Unit will furnish any information regarding the OMB Uniform Guidance 2 CFR 200 audit requirements, upon request.

**FAILURE TO COMPLETE THIS FORM WILL RESULT IN YOUR GRANT AWARD BEING  
DELAYED AND/OR CANCELLED.**

Signatures: Dated 12-22-16

  
Program Director

  
Financial Officer

  
Authorized Official  
(per RSA 31:95b or RSA 37:6)

BRAD W SIMPKINS  
Print Name

CHRISTOPHER MARINO  
Print Name

JEFFREY J ROSE  
Print Name