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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

June 25, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to amend the Memorandum of Agreement (MOA) [PO#1022935] for the NH Department of Environmental Services (DES) [VC#177894-B001]. This amendment will extend the completion date only from September 18, 2014 to September 17, 2015. The grant was initially approved by the Governor and Executive council on May 9, 2012, item #109. The amendment will also change the number of years that the Grantee is required to maintain financial records from four (4) years to seven (7) years. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was determined that the change of the effective date will not affect Federal funding. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

This request for the period of performance extension was made by the Department of Environmental Services (DES) to NH HSEM in March of 2014 and was approved by FEMA June 2, 2014. DES requested this extension in order to complete the Fluvial Erosion Hazard (FEH) study for the communities within the Piscataquog River watershed and integrate the studies within the local hazard mitigation plans. Delays were caused due to working with the various communities, planning commissions, and contractor commitments. It was agreed that a period of performance extension of one year would allow the DES and the Regional Planning Commission adequate time to complete the FEH study and the local hazard mitigation plans. FEMA also now requires Grantees to maintain financial records for seven years it was previously required to only keep financial records for four years.

There are no General funds required with this request. In the event that FEMA funds become no longer available, General funds and/or Highway funds will not be requested to support this program.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

Respectfully submitted,


Thomas J. Burack
Commissioner of Environmental Services



FEMA

June 2, 2014

Mr. Perry E. Plummer, Director
New Hampshire Department of Safety
Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

Subject: FY 2011 Flood Mitigation Assistance Grant Award (EMPG)
Agreement #EMB-2011-FM-E003

Dear Director Plummer:

Enclosed is a copy of FEMA Form 76-10A extending your award until September 17, 2015. This award is for a total of \$645,119.05 (\$481,006.22 Federal Share, and \$164,112.83 Grantee Share).

The funds awarded by this FEMA 76-10A are available for obligation by the recipient only during the period September 18, 2011 through September 17, 2015 unless a new expiration date is established by FEMA in a letter signed by the Regional Administrator or through issuance of a new FEMA 76-10A.

Please note that this extension is for projects previously identified and in progress and no new projects as part of this grant will be considered. By accepting this award you assume certain administrative and financial responsibilities including the timely submission of financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. All quarterly reports are to be submitted through the eGrants system.

If you have any questions please feel free to contact me or Patrick Mooney, Grants Management Specialist, at 617-832-4798.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul F. Ford".

Paul F. Ford
Acting Regional Administrator

PFF/pwm

Memorandum of Agreement Amendment

Extension of Performance Period & Correction to Length of Time to Maintain Financial Records, Supporting Documents, and All Other Pertinent Records

It is hereby agreed that the initial Memorandum of Agreement (MOA) approved by Governor and Council on May 9, 2012, Item #109, between the Department of Safety, Division of Homeland Security & Emergency Management and the Department of Environmental Services to provide support for the Fluvial Erosion Hazard (FEH) Assessment Program, which prepares and conducts assessments for the delineation of FEH zones in New Hampshire, is amended as follows:

1. V. SCOPE OF WORK

Delete first sentence in the last paragraph and replace with:

The DES shall maintain financial records, supporting documents, and all other pertinent records for a period of *seven (7) years*.

2. VIII. DURATION

Delete this section in its entirety and replace with:

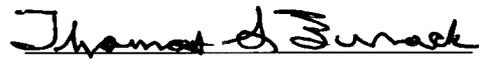
This agreement shall continue in effect from the date of Governor and Council approval until *September 17, 2015*, unless terminated earlier by either party.

3. All other provisions of the contract, approved by Governor and Council on May 9, 2012, Item #109 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:



John J. Barthelmes, Commissioner
Department of Safety



Thomas S. Burack, Commissioner
Department of Environmental Service

Approval by State of New Hampshire Attorney General as to form, substance, and execution:

By:  _____, Assistant Attorney General, on 7/9/2014.

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.



State of New Hampshire

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

G#C 5.9.12
#109

PO 127846

JOHN J. BARTHELMES
COMMISSIONER

March 30, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a Memorandum of Agreement with the NH Department of Environmental Services (VC#177894-B001) for a total amount of 238,552.38 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through September 27, 2014. Funding source: 100% Federal Funds.

Funding is available in the SFY 2012 operating budget as follows:

| | | | |
|--|-----------------|------|-----------------------------|
| 02-23-23-236010-43780000 | Dept. of Safety | HSEM | Flood Mitigation Assistance |
| 072-500576-Grants-Federal - Grants to other State agencies - Federal | | | \$ 238,552.38 |
| Activity Code: 23FMA114378 | | | |

Explanation

The Flood Mitigation Assistance (FMA) Grant program provides funding to states and communities (sub-grantees) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program, reduce injuries, loss of life and damage and destruction of property. The DES project meets the requirements of the State of New Hampshire's Natural Hazard Mitigation Plan and therefore complies with all Federal Emergency Management Agency (FEMA) guidelines and criteria for natural hazards mitigation planning and the Emergency Management Accreditation Program (EMAP) standards. The Federal Emergency Management Agency (FEMA) provides FMA funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% Federal Share, 25% applicant match. The sub-grantees will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of availability of FMA funds is made to every community by e-mail and by letters sent to the chief elected official of each community. The State of New Hampshire submits all applications received for program funding to FEMA for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA in full; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

There are no general funds required with this request. In the event that FMA funds become no longer available, General funds and/or Highway funds will not be requested to support this program.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Respectfully submitted,

Thomas S. Burack
Commissioner of Environmental Services

**MEMORANDUM OF AGREEMENT
BETWEEN
New Hampshire Department of Environmental Services
AND
THE NEW HAMPSHIRE DEPARTMENT OF SAFETY**

I. TITLE

FFY11 Flood Mitigation Assistance (FMA) Grant: Piscataquog Hazard Mitigation and Fluvial Erosion Hazard Planning Project.

II. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to obtain funding in the amount of \$238,552.38 for the Fluvial Erosion Hazard Planning project for twelve (12) communities listed below that are located wholly or in part within the Piscataquog River watershed, where riverine flood hazards pose a high priority risk, to sufficiently address and execute mitigation projects intended to decrease fluvial erosion hazard risks.

Communities within the Piscataquog River Watershed

1. Deering
2. Dunbarton
3. Frankestown
4. Goffstown
5. Lyndeborough
6. Manchester
7. Mont Vernon
8. New Boston
9. Weare

III. PARTIES

The parties to this agreement are NH Homeland Security and Emergency Management (hereinafter NH HSEM) and The Department of Environmental Services (hereinafter DES).

IV. AUTHORITY

The FMA Grant program provides funding for cost-effective hazard mitigation activities that complement the comprehensive mitigation program, reduce injuries, loss of life and damage and destruction of property. The DES meets the requirements of the State of New Hampshire's Natural Hazards Mitigation Plan and therefore complies with all Federal Emergency Management Agency (FEMA) guidelines and criteria for natural hazards mitigation planning and the Emergency Management Accreditation Program (EMAP) standards.

V. SCOPE OF WORK

The effects caused by flooding, both from inundation and erosion, is a high severity, high-risk natural hazard threatening New Hampshire. Damage to infrastructure from fluvial erosion adjacent to the state's rivers causes increased post-disaster rehabilitation costs. Increased planning efforts are crucial to minimize risks to existing and new encroachments in areas prone to fluvial erosion. Fluvial erosion is a natural process that occurs on rivers during large floods. Many developed areas in New Hampshire lie within river floodplains. This project will allow New Hampshire to continue to address the risks posed to citizens by river and erosion hazards throughout the state, including the incorporation of data into hazard mitigation plans. The fluvial erosion hazard (FEH) assessment will be conducted on rivers and tributaries in these communities, overseen by the New Hampshire Geological Survey. This information will then be incorporated into each of the communities with in the FEH study, hazard mitigation plans. Upon submittal to, and approval by, FEMA for the revised Hazard Mitigation Plans that were updated with the new information by contracted Regional Planning Commissions, Southwest Region Planning Commission (SWRPC), Southern New Hampshire Planning Commission (SNHPC) and Nashua Regional Planning Commission (NRPC), local communities will use the adopted plans for hazard mitigation project

implementation. This implementation will further enhance the treatment of risks and add to the list of project partners already listed in the existing mitigation plans.

NH HSEM agrees to provide financial assistance to the DES in support of the tasks listed above, in accordance with paragraph V. The financial assistance to be provided by NH HSEM under this MOA requires a contribution of 25% of the total amount in matching funds from The DES. The match requirement will be met by through September 27, 2014.

The DES shall maintain financial records, supporting documents, and all other pertinent records for a period of four (4) years. In these records, the DES shall maintain documentation of the 25% cost share required by this grant and agreed upon by the DES.

VI. FUNDING

Payments shall be made by NH HSEM to the DES quarterly through submittal of invoices for services rendered. The DES agrees to document \$79,517.46 in matching expenditures.

VII. TERMINATION

This agreement may be terminated by either party by providing notice to the other thirty (30) days prior to termination.

VIII. DURATION

This agreement shall continue in effect from the date of Governor and Council approval until September 27, 2014, unless terminated earlier by either party.

IX. AGREEMENT

In WITNESS THEREOF, the parties hereto have executed this agreement, which shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve the agreement.

NH Department of Environmental Services

NH Department of Safety



Thomas S. Burack
Commissioner



John J. Barthelmes
Commissioner

3/27/2012

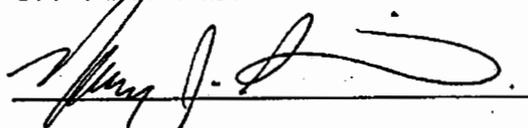
Date

4/3/12

Date

Approved by the Attorney General this 18th day of April, 2012, as to form, execution and substance.

OFFICE OF THE ATTORNEY GENERAL



U.S. Department of Homeland Security
FEMA Region I
99 High Street
Boston, MA 02110



FEMA

September 28, 2011.

Christopher Pope, Director
New Hampshire Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305-0001

Subject: FY 2011 Flood Mitigation Assistance (FMA) Grant Award
Agreement #EMB-2011-FM-E003
FMA-MC-01-NH-2011-005 (0) - Management Costs
FMA-PJ-01-NH-2011-004 (0) - Brookview Drive 17 & 18 Londonderry
FMA-PL-01-NH-2011-003 (0) - Piscataquog Hazard Mitigation and Fluvial Erosion
Hazard Planning Project

Dear Director Pope:

We are pleased to inform you that your Application for Federal Assistance under the Flood Mitigation Assistance Grant Program for fiscal year 2009 has been reviewed and approved. This award is for a total of \$645,119.05 (\$481,006.22; Federal Share, \$164,112.83 Grantee Share) for the subject grant.

The funds awarded by the enclosed FEMA Form (FF) 76-10A are available for obligation by the recipient only during the period from September 18, 2011 through September 27, 2014 unless a new expiration date is established by FEMA in a letter signed by the Regional Administrator or by issuance of a new FF 76-10A.

Please note that by accepting this award you assume certain administrative and financial responsibilities including the timely submission of financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand. All quarterly reports are to be submitted through the eGrants system.

If you have questions pertaining to this award, please contact Lynn Wright, Grant Services Branch Chief, at 617-832-4752.

Sincerely,

Don R. Boyce
Regional Administrator

DRB/link

cc: Lance Harbour, Planning Officer
Donna Nelson, Federal Emergency Management Agency

Award Letter

Please click the Attachment link below to view the Award Letter

If attachment doesn't open, save Attachment to desktop and open the saved file.

[Award Letter Attachment](#)

FMA Agreement Articles

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY

Flood Mitigation Assistance Grant Agreement Articles

CFDA# 97.029

GRANTEE: State of New Hampshire

AGREEMENT NUMBER: EMB-2011-FM-E003 AMENDMENT NUMBER: 0

DESIGNATED AGENCY: State of New Hampshire

PERFORMANCE PERIOD: 28-SEP-11 - 27-SEP-14

GENERAL INFORMATION:

The Flood Mitigation Assistance (FMA) program is a pre-disaster grant program that provides funding to States, Territories, Tribal entities and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP). Planning, Technical Assistance and Project grants are offered under this program.

ARTICLE I - FEMA AUTHORITY

The United States of America through the Federal Emergency Management Agency (FEMA) which is now incorporated into the Department of Homeland Security, (hereinafter referred to as "the Grantor") agrees to grant to the State/Indian Tribe/Territory government, through its designated agency named above (hereinafter referred to as "the Grantee") funds in the amount specified on the obligating document, to support the Flood Mitigation Grant Assistance program, authorized under the Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, with the goal of reducing or eliminating claims under the NFIP, and activated under this Grant Award.

The Grantee agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II - PROJECT DESCRIPTION

The Grantee shall perform the work described in the Program Narrative Statement, which was included as part of the application package and made a part of these Grant Agreement Articles.

ARTICLE III - PERIOD OF PERFORMANCE

The initial performance period for the Grantee shall be equal to the longest performance period of the subgrantee awards. The period of performance shall be 28-SEP-11 through 27-SEP-14. All costs must be incurred during the period of performance unless pre-award costs are approved.

ARTICLE IV - AMOUNT AWARDED

This Grant is for the administration and completion of an approved Flood Mitigation Assistance Grant. Grant funds shall not be used for other purposes. If costs exceed the maximum amount of FEMA funding approved, the Grantee shall pay the costs in excess of the approved budget.

The approved budget for this award by category is:

| Line Item | Federal | Non-Federal | Total |
|----------------|--------------|--------------|--------------|
| Personnel | \$27,217.12 | \$9,072.38 | \$36,289.50 |
| Fringe Benefit | \$12,950.38 | \$4,316.80 | \$17,267.18 |
| Travel | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$3,817.74 | \$1,272.58 | \$5,090.32 |
| Supplies | \$0.00 | \$0.00 | \$0.00 |
| Contractual | \$437,020.98 | \$149,451.07 | \$586,472.05 |
| Construction | \$0.00 | \$0.00 | \$0.00 |
| Other | \$0.00 | \$0.00 | \$0.00 |
| TOTAL DIRECT | \$481,006.22 | \$164,112.83 | \$645,119.05 |
| TOTAL BUDGET | \$481,006.22 | \$164,112.83 | \$645,119.05 |

The Grantee shall follow Emergency Management and Assistance Regulations found in Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Office of Management and Budget Circulars A-102 and A-87, and program guidance to implement this Grant Award.

ARTICLE V - COST SHARE

The cost-share requirement for this award is 75% Federal and 25% non-Federal. No more than half of the non-Federal share can be provided as in-kind contributions from third parties. The FMA program offers up to 90% Federal cost-share funding for projects approved in States, Territories, and Federally-recognized Indian tribes with FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plans that include a strategy for mitigating existing and future SRL properties by the application deadline.

ARTICLE VI - FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the program and technical monitoring of the work and technical performance of the activities described in the application.

The Project Officer is: Donna Nelson

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Award.

The Assistance Officer is: Lenora McKenna

ARTICLE VII - TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

ASSURANCE COMPLIANCE:

The certifications signed by the Grantee in the application relating to maintenance of a Drug-Free workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

BUDGET REVISIONS:

The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

CLOSE OUT:

Reports Submission:

Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Status Report (FF 20-10), (2) final program performance report, (3) an inventory of equipment purchased under each grant's funds, (4) an inventory of Federally-owned property, (5) other required documents specified by program regulation.

Report Acceptance:

FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and close out the grant in writing.

Record Retention:

Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR 13.42.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Grantee and any Subgrantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Grantee and Subgrantee compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify the Grantee and FEMA.

COPYRIGHT:

The Grantee is free to copyright any original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Grantee shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 44 CFR 13.24. Cost-share funding shall be available with the approval of each grant. Performance Period extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, Enforcement when the Terms and Conditions of this Grant Award are not met.

EQUIPMENT/SUPPLIES:

The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved grant agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:

Grantee shall be paid using the Federal Health and Human Services (HHS) Payment Management System-SMARTLINK, provided Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and subgrantees. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF 269 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary Grantee.

Subgrantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's subgrant award agreements.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under the its programs for activities that it determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate other authorities.

DUPLICATION OF BENEFITS:

FEMA will not provide assistance under the program for activities that duplicate benefits received by or available to applicants, subapplicants and other project participants from insurance, other assistance programs, legal

awards, or any other source to address the same purpose. Such individual or entity must notify the Grantee and FEMA of all benefits that it receives or anticipates from other sources for the same purpose, and must seek all such benefits available to them. FEMA will reduce the grant by the amounts available for the same purpose from another source. If FEMA provides assistance under this FMA program when other benefits are available, the Grantee will be liable to FEMA for any duplicative amounts that are received from other sources, and must reimburse FEMA for such amounts. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations, such as those imposed by a legal settlement, court order or State law.

NON DISCRIMINATION:

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Section 308 of the Stafford Act and Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Grantees must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Grantees and subapplicants/subgrantees will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and subgrantees must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:

Requests for changes to the SOW after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

Program/Project/subgrant Approval and/or Awards:

All grant award activities, including all projects and/or activities approved under each subgrant award, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period or be approved pre-award costs.

EXTENSIONS:

Requests for time extensions to the Performance Period will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Performance Period; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and progress reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Grantee will process the recovery of assistance paid to subgrantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:

Federal Financial Report (SF 425):

The Grantee shall submit the Federal Financial Report (FFR) to the FEMA Regional Office within 30 days of the first Federal quarter following the initial grant award. The Grantee shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent.

Performance Report:

The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishment to the approved activity objectives. The Regional Administrator may waive the initial report. The Grantee shall submit quarterly performance reports thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30. Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports:

The Grantee shall submit a Final FFR and Performance Report 90 days after the end date of the performance period.

TERMINATION:

The Grantee, subgrantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will be commenced and processed as prescribed under Article VII. 3.

ARTICLE VIII - GOVERNING PROVISIONS

The Grantee and any sub-grantees shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Grantee and any subgrantees shall also be bound by the Program Guidance document. The following Office of Management and Budget circulars are also applicable to this grant:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

- OMB Circular A-87 Cost Principles for State and Local Governments

- OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

Commonly Applicable Statutes and Regulations

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

44 CFR Part 13-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

31 CFR Part 205-Rules and Procedures for Funds Transfers

ASSURANCES Submitted with the SF 424 Application for Federal Assistance

APPLICATION Grant application received by FEMA on 01-DEC-10.

Award Package (Part 3 of 3)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

| | | | | |
|---|---|---|---------------------------------|-----------------------------------|
| 1a. AGREEMENT NO. EMB-2011-FM-E003 | 2. AMENDMENT NO. 0 | 3. RECIPIENT NO. 02-6000618 | 4. TYPE OF ACTION STD | 5. CONTROL NO. B211748N |
| 6. RECIPIENT NAME AND ADDRESS State of New Hampshire 33 Hazen Drive , Concord NH , 03305-0000 | 7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region I 99 High Street , 99 High Street Boston, MA - 02110 Specialist:Donna Nelson 617- 832-4722 | 8. PAYMENT OFFICE AND ADDRESS | | |
| 9. NAME OF RECIPIENT PROJECT OFFICER | PHONE NO. 603-223-3633 | 10. NAME OF FEMA PROJECT COORDINATOR Donna Nelson | | PHONE NO. 617-832-4722 |

Lance Harbour

11. EFFECTIVE DATE OF THIS ACTION
09-28-2011

12. METHOD OF PAYMENT
O

13. ASSISTANCE ARRANGEMENT
R

14. PERFORMANCE PERIOD
From: **09-28-2011** To: **09-27-2014**

Budget Period
From: **09-28-2011** To: **09-27-2014**

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + OR (-) | CURRENT TOTAL AWARD | CUMMULATIVE NON-FEDERAL COMMITMENT |
|----------------------|---------------|---|-------------------|-------------------------------------|---------------------|------------------------------------|
| FMA | 97.029 | 2011-05-4909M2-9012-4101-D | \$0.00 | \$481,006.22 | \$481,006.22 | \$164,112.83 |
| TOTALS | | | \$0.00 | \$481,006.22 | \$481,006.22 | \$164,112.83 |

b. To describe changes other than funding data or financial changes, attach schedule and check here.
No

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
Signed by **Lance Harbour GRANTEE**

DATE
09-28-2011

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Signed by

DATE