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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

May 24, 2024

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Town of Barrington (VC#177234-B001), 4 Signature Drive, Barrington, NH 03825, in the amount of \$40,324.00 to conduct engineering for the replacement of three undersized culverts under Pond Hill Road and Daniel Carter Road. Effective upon Governor and Council approval through December 22, 2024. 100% Federal Funds.

Funding is available in the SFY 2024 operating budget as follows:

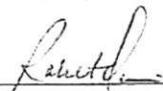
02-23-23-236010-43930000	Dept. of Safety - HSEM - BRIC	<u>SFY 2024</u>
072-500574	Grants to Local Gov't - Federal	\$40,324.00
Activity Code: 23BRIC20 4393	<u>EXPLANATION</u>	

The purpose of this grant is for the Town of Barrington to work with an engineering consultant to develop a shovel ready replacement design by developing and conducting engineering, environmental, and feasibility studies, and completing a benefit cost analysis. The grant listed above is funded by the Building Resilient Infrastructure and Communities (BRIC) grant program, which was awarded to the Department of Safety, HSEM from the Federal Emergency Management Agency (FEMA). The BRIC grant program provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides BRIC funds to states that, in turn, provide sub-grants or contracts for mitigation activities, such as planning, and the implementation of projects identified through the evaluation of natural hazards.

The BRIC grant program is 75% Federally funded by FEMA with a 25% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

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

Respectfully submitted,

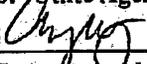
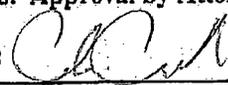


Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

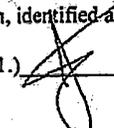
The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Sub-Recipient Name Town of Barrington (177234-B001)		1.4. Sub-Recipient Address 4 Signature Drive, Barrington, NH 03825	
1.5. Sub-Recipient Tel. # 603- 664 7395	1.6. Account Number AU #43930000	1.7. Completion Date 12/22/2024	1.8. Grant Limitation \$40,324.00
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation & Recovery		1.10. State Agency Telephone Number (603) 227-8767	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Sub-Recipient Signature 1 		1.12. Name & Title of Sub-Recipient Signor 1 Dawn M. Manschreck, Select Board	
Sub-Recipient Signature 2 		Name & Title of Sub-Recipient Signor 2 James Saccoccia, Chairman	
Sub-Recipient Signature 3 		Name & Title of Sub-Recipient Signor 3 Robert Gibson, Vice Chair	
1.13. State Agency Signature(s) By:  On: 5/13/24		1.14. Name & Title of State Agency Signor(s) Amy Newbury, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 1/1			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney-General, On: 06/14/2024			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 5/13/24

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

Subrecipient Initials: 1.)

[Handwritten Signature]

2.)

[Handwritten Signature]

3.)

[Handwritten Signature]

Date: 5/13/24

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price, which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes,

Subrecipient Initials: 1.) DDM

2.) [Signature]

Rev 7/2021

letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

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Date: 5/13/24

Page 3 of 7

subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Subrecipient Initials: 1.)

DDM

2.)

[Signature]

3.)

RG

Date: 5/13/24

EXHIBIT A

Special Provisions

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

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

Subrecipient Initials: 1.)



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Date 5/13/21

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EXHIBIT B

Scope of Services

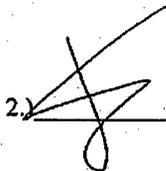
1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Barrington (hereinafter referred to as "the Subrecipient") \$40,324.00 to replace three (3) undersized culverts under Pond Hill Road and Daniel Cater Road. The project will complete engineering tasks to design the culvert replacement project including: site surveys, subsurface borings, resource delineation, environmental and historic agency coordination, hydrologic and hydraulic analysis, alternatives analysis, conceptual plans and cost estimate for preferred alternative, coordination with the Town, and Benefit Cost Analysis.
2. "The Subrecipient" agrees that the project grant period ends on December 22, 2024 and that a final performance and expenditure report will be sent to "the State" by January 22, 2025.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 25% cost share required by this grant.
5. The Town of Barrington is working with an engineering consultant on the development of a project to replace three (3) undersized culverts under Pond Hill Road and Daniel Carter Road. The culverts convey the flow of water between Little Long Pond and Ayers Pond (43.26507, -71.03056 and 43.26414, -71.03172) and between Long Pond and associated wetlands (43.26390, -71.02982). The proposed project will complete engineering tasks to design the culvert replacement project including: site surveys, subsurface borings, resource delineation, environmental and historic agency coordination, hydrologic and hydraulic analysis, alternatives analysis, conceptual plans and cost estimate for preferred alternative, coordination with the Town, and Benefit Cost Analysis. Based on the information provided by the applicant, geotechnical study will involve six boreholes within the right-of-way, likely within the limits of the roadway.

The approved scoping and engineering SOW does not include any construction/implementation of the culver replacements. If at a later date FEMA funding is pursued for implementation or construction of the culvert replacements, a full review of the application package will be required under a subsequent project.

Subrecipient Initials: 1.)



2.)



3.)

RG

Date: 5/13/24

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EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant	Grant	
	Share	(Federal Share)	Cost Totals
Project Cost	\$12,601.25	\$40,324.00	\$52,925.25
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Building Resilient Infrastructure and Communities (BRIC) EMB-2020-BR-125-001			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047			
Applicant's Unique Entity Identifier (UEI): FGCLYBTKCFJ9			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$40,324.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.
- c. "The State" shall reimburse up to \$40,324.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- d. Upon contract approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, December 23, 2021, to the identified completion date (block 1.7).

Subrecipient Initials: 1.) DS
JS 2.) DS
DM 3.) DS
Robert Gibson Date: 5/16/24

Amendment Memo

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 12/22/2021



FEMA

FEMA has made an amendment to your award: EMB-2020-BR-125. The change to your grant was reviewed and is hereby approved as specified below. All other terms and conditions of the grant remain unchanged.

Budget or scope amendment

FEMA has amended the budget or scope of work of your award. Please view the full budget or scope of work within the Award Summary below, including justifications for differences between the approved costs and scope of work in this amendment and the previously approved costs and scope of work. Items within the following subawards were amended:

- EMB-2020-BR-125-0001
- EMB-2020-BR-125-0004

Cost share change: Yes

Budget change:

Object Class	Previous total	Adjusted total
Personnel	\$393,329.00	\$414,472.53
Fringe benefits	\$0.00	\$2,623.97
Travel	\$0.00	\$1,816.26
Equipment	\$0.00	\$5,591.57
Supplies	\$0.00	\$6,988.34
Contractual	\$0.00	\$0.00
Construction	\$0.00	\$0.00
Other	\$0.00	\$54,826.29
Indirect charges	\$0.00	\$4,560.72
<hr/>		
Federal	\$294,996.75	\$379,946.18
Non-federal	\$98,332.25	\$110,933.50
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Total	\$393,329.00	\$490,879.68

Your amended award package is included below. The amended award package incorporates changes approved in this amendment as well as any previously approved amendments.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 12/22/2021



FEMA

Brian Eaton
NEW HAMPSHIRE DEPARTMENT OF SAFETY
33 HAZEN DRIVE
CONCORD, NH 03305

EMB-2020-BR-125

Dear Brian Eaton,

Enclosed please find your amended Fiscal Year 2020 Building Resilient Infrastructure and Communities award package that has been approved in the amount of \$379,946.18 in Federal Funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than \$110,933.50 for a total approved budget of \$490,879.68.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2020 BRIC Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Verville".

Richard Verville
Chief
Hazard Mitigation Assistance Branch

Award Summary

Program: Fiscal Year 2020 Building Resilient Infrastructure and Communities

Recipient: NEW HAMPSHIRE DEPARTMENT OF SAFETY

UEI-EFT: V9GSW38ZEVC5

DUNS number: 060340564

Award number: EMB-2020-BR-125

Summary description of award

The purpose of the Building Resilient Infrastructure and Communities (BRIC) grant program is to provide grants to States and Indian Tribal government or territory that, in turn, provide Subawards to local governments for cost-effective mitigation activities. Funds will be used to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations.

Except as otherwise approved as noted in the original award, the information you provided in your application for Fiscal Year 2020 Building Resilient Infrastructure and Communities funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are budgeted estimates for object classes for this amended award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$414,472.53
Fringe benefits	\$2,623.97
Travel	\$1,816.26
Equipment	\$5,591.57
Supplies	\$6,988.34
Contractual	\$0.00
Construction	\$0.00
Other	\$54,826.29
Indirect charges	\$4,560.72
<hr/>	
Federal	\$379,946.18
Non-federal	\$110,933.50
<hr/>	
Total	\$490,879.68

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, as appropriate, per 2 C.F.R. § 200.308 and the FY 2020 BRIC NOFO.

The terms of the approved application materials submitted by the recipient for the following subawards and activities are incorporated into the terms of this Federal award, subject to the additional descriptions and limitations stated in this amendment package, and subject to the limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Post-award documents uploaded into the FEMA GO system for this award are also incorporated into the terms and conditions of this Federal award, subject to any limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Subawards or activities not listed in this amendment package are not approved for funding under this award.

Approved request details:

FEMA's Subgrant ID: EMB-2020-BR-125-0001

Subrecipient: TOWN OF BARRINGTON

This subaward was added as part of this amendment.

Management cost

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$2,520.25	\$2,520.25	Yes	Personnel

Cost estimate

Item : Other (Explain)

Project Manager II

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
21	Hour	\$173.00	\$3,633.00	No	Personnel

Item : Other (Explain)

Consultant

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$8,000.00	\$8,000.00	No	Contractual

Item : Other (Explain)

Topographic Survey

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$6,000.00	\$6,000.00	No	Contractual

Item : Other (Explain)

Traffic Control for Borings

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Day	\$1,500.00	\$1,500.00	No	Contractual

Item : Other (Explain)

Mileage

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Day	\$100.00	\$100.00	No	Travel

Item : Other (Explain)

Senior CADD Technician

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
24	Hour	\$125.00	\$3,000.00	No	Personnel

Item : Other (Explain)

Engineer II

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
122	Hour	\$115.00	\$14,030.00	No	Personnel

Item : Other (Explain)

Senior Engineer 1

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
88	Hour	\$133.00	\$11,704.00	No	Personnel

Item : Other (Explain)

Environmental Coordinator I

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
16	Hour	\$98.00	\$1,568.00	No	Personnel

Item : Other (Explain)

Environmental Coordinator III

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
6	Hour	\$145.00	\$870.00	No	Personnel

FEMA's Subgrant ID: EMB-2020-BR-125-0004

Subrecipient: NEW HAMPSHIRE DEPARTMENT OF SAFETY

This subaward was added as part of this amendment.

Cost estimate

Item : Other (Explain)

Fringe Benefits

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$2,623.97	\$2,623.97	No	Fringe benefits

CHANGE FROM APPLICATION

Unit price from \$9,718.40 to \$2,623.97

JUSTIFICATION

approve

Item : Other (Explain)

Personnel

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,753.95	\$12,753.95	No	Personnel

CHANGE FROM APPLICATION

Unit price from \$47,236.71 to \$12,753.95

JUSTIFICATION

approve

Item : Other (Explain)

Equipment

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,591.57	\$5,591.57	No	Equipment

CHANGE FROM APPLICATION

Unit price from \$20,709.45 to \$5,591.57

JUSTIFICATION

approve

Item : Other (Explain)

Training

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,396.77	\$1,396.77	No	Other

CHANGE FROM APPLICATION

Unit price from \$5,173.23 to \$1,396.77

JUSTIFICATION

approve

Item : Other (Explain)

Indirect Charges

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$4,560.72	\$4,560.72	No	Indirect charges

CHANGE FROM APPLICATION

Unit price from \$16,891.50 to \$4,560.72

JUSTIFICATION

approve

Item : Other (Explain)

Supplies

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$6,988.34	\$6,988.34	No	Supplies

CHANGE FROM APPLICATION

Unit price from \$25,882.68 to \$6,988.34

JUSTIFICATION

approve

Item : Other (Explain)

Audit

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$504.27	\$504.27	No	Other

CHANGE FROM APPLICATION

Unit price from \$1,867.65 to \$504.27

JUSTIFICATION

approve

Item : Other (Explain)

Out-of-State Travel

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$977.30	\$977.30	No	Travel

CHANGE FROM APPLICATION

Unit price from \$3,619.61 to \$977.30

JUSTIFICATION

approve

Item : Other (Explain)

In-State Travel

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$838.96	\$838.96	No	Travel

CHANGE FROM APPLICATION

Unit price from \$3,107.24 to \$838.96

JUSTIFICATION

approve

Item : Other (Explain)

Personnel OverTime

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$8,389.58	\$8,389.58	No	Personnel

CHANGE FROM APPLICATION

Unit price from \$31,072.43 to \$8,389.58

JUSTIFICATION

approve

FEMA's Subgrant ID: EMB-2020-BR-125-0003

Subrecipient: CITY OF SOMERSWORTH

Management cost

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$0.00	\$0.00	Yes	Personnel

Cost estimate

Item : Other (Explain)

Feasibility and Preliminary Engineering and Design

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$0.00	\$0.00	No	Contractual

FEMA's Subgrant ID: EMB-2020-BR-125-0005
Subrecipient: NEW HAMPSHIRE DEPARTMENT OF SAFETY

Cost estimate

Item : Other (Explain)

Town of Hopkinton

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,000.00	\$12,000.00	No	Personnel

Item : Other (Explain)

Town of Pittsfield

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Middleton

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Albany

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Alton

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,000.00	\$12,000.00	No	Personnel

Item : Other (Explain)

Town of South Hampton

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Ellsworth

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Harrisville

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Milan

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Nottingham

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,000.00	\$12,000.00	No	Personnel

Item : Other (Explain)

Town of Sugar Hill

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Lancaster

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Lyme

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Durham

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$13,333.00	\$13,333.00	No	Personnel

Item : Other (Explain)

Town of Candia

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Dummer

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Alstead

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Loudon

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,000.00	\$12,000.00	No	Personnel

Item : Other (Explain)

Town of Stafford

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Brookline

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,000.00	\$12,000.00	No	Personnel

Item : Other (Explain)

Town of Whitefield

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Stark

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Milton

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Piermont

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Lyman

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Pelham

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$13,333.00	\$13,333.00	No	Personnel

Item : Other (Explain)

Town of Newbury

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Littleton

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,000.00	\$12,000.00	No	Personnel

Item : Other (Explain)

Town of Roxbury

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Item : Other (Explain)

Town of Winchester

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Canaan

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Wakefield

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,000.00	\$12,000.00	No	Personnel

Item : Other (Explain)

City of Concord

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,000.00	\$20,000.00	No	Personnel

Item : Other (Explain)

Town of Dunbarton

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Hancock

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Canterbury

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Personnel

Item : Other (Explain)

Town of Sharon

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,333.00	\$9,333.00	No	Personnel

Agreement Articles

Program: Fiscal Year 2020 Building Resilient Infrastructure and Communities

Recipient: NEW HAMPSHIRE DEPARTMENT OF SAFETY

UEI-EFT: V9GSW38ZEVC5-

DUNS number: 060340564

Award number: EMB-2020-BR-125

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

- Article 3 Acknowledgement of Federal Funding from DHS**
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article 4 Activities Conducted Abroad**
Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), 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.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

- Article 9 Civil Rights Act of 1968**
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, 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 (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- Article 10 Copyright**
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- Article 11 Debarment and Suspension**
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article 12 Drug-Free Workplace Regulations**
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
- Article 13 Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- Article 15 Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 16 False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 17 Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 18 Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- Article 19 Fly America Act of 1974**
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 B-138942.
- Article 20 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, 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, (codified as amended at 15 U.S.C. § 2225.)

- Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 22 Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 23 National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 25 Non-Supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 26 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

- Article 27 Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article 28 Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 29 Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- Article 30 Reporting of Matters Related to Recipient Integrity and Performance**
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 31 Reporting Subawards and Executive Compensation**
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 32 SAFECOM**
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

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

Article 34 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management

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

Article 36 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

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

Article 38 Whistleblower Protection Act

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.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 N/A- Agreement Article Removed

Article 44**Performance Measures**

BRIC aims to implement projects that reduce risks posed by natural hazards, and reduce future losses, by funding priority projects and activities. To achieve these goals, for FY20 BRIC is prioritizing the following types of projects: infrastructure projects, those that mitigate risk to lifelines, those that incorporate nature-based solutions, and projects proposed by applicants who adopt and enforce mandatory tribal-, territory-, or state-wide building codes based on the latest published editions of building codes. FEMA will measure the percent of dollars invested in these priorities, which will indicate that BRIC projects expect to meet the goal of reducing both risk posed by natural hazards and future losses. Based on the review of your application, FEMA has verified that the claimed costs are consistent with the stated program objective. By accepting this award, you certify that the total Federal award will measure the percent of dollars invested in these priorities and costs incurred by the recipient during FY 2020, in keeping with the program objective. BRIC is a new program, and as a result, FEMA will further assess the recipient's performance against the program objective during the award closeout process as outlined in Section F.3 of the FY 2020 BRIC Grant Notice of Funding Opportunity

Article 45**Changes to Title 2, Code of Federal Regulations**

The references in the FY 2020 BRIC NOFO to regulations in 2 C.F.R. Parts 25, 170, and 200 have been superseded by recent revisions by the Office of Management and Budget (OMB). Most of the changes are effective November 12, 2020, with a couple effective August 13, 2020. See OMB, Guidance for Grants and Agreements, Final Guidance, 85 Fed. Reg. 49,506 (Aug. 13, 2020), <https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf>. The FY 2020 BRIC NOFO was published before these rules were revised, but since this award is being made after all revisions went into effect, the revised rules apply to this award. To the extent the requirements or regulatory citations are the same, the FY 2020 BRIC NOFO will continue to apply to this award. Conversely, to the extent there is a conflict between the FY 2020 BRIC NOFO and the revised 2 C.F.R. regulations, the language and citations of the revised 2 C.F.R. regulations will apply. Additional information on the changes to these regulations, including specific revisions regarding closeout and procurement under grants, can be found at <https://www.fema.gov/grants/guidance-tools/2-cfr-2020>.

Article 46**Construction Project Requirements**

1. Acceptance of Federal funding requires the Recipient and any Subrecipients 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 Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders. 3. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archaeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

Article 47**Copyright and Data Rights**

The recipient is free to copyright any original work developed in the course of or under this Grant Agreement. The recipient acknowledges that DHS/FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes: 1) the copyright in any work developed under an award or subaward; and 2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support in a manner consistent with 2 C.F.R. § 200.315. The recipient acknowledges that DHS/FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to do so for Federal Government purposes in a manner consistent with 2 C.F.R. § 200.315.

Article 48**Remedies for Noncompliance and Enforcement**

FEMA remedies for noncompliance will be processed as specified in 2 C.F.R. §§ 200.339-200.343, and for acquisitions under this award for open space, FEMA enforcement remedies shall be processed as specified in 44 C.F.R. § 80.19(e), when the Terms and Conditions of this Grant Agreement are not met.

Article 49**Insurance**

In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

Article 50**HMA Duplication of Benefits**

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, Subapplicants, or project or planning participants from other sources for the same cost or activity already paid for by another source of funding, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation. Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share. Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward certain mitigation projects. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

Article 51 Additional Non-Discrimination Requirements

Applicants/Recipients and Subapplicants/Subrecipients 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 Subrecipients must ensure fairness, equity, and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

Article 52 Changes in Scope of Work

Requests for changes to the scope of work (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.

Article 53 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.

Article 54 Recovery of Funds

The Recipient will process the recovery of assistance paid to Subrecipients 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.

Article 55 Reporting of Fraud

All fraud identifications will be reported to the Department of Homeland Security Office of Inspector General (OIG). The Recipient agrees to cooperate with investigation conducted by the DHS OIG.

Article 56 Closeout and Final Reports

Because of recent changes to 2 C.F.R. Part 200 that went into effect for awards issued on or after November 12, 2020, the Recipient shall submit a final Federal Financial Report (FFR or SF-425) for project completion, as certified by the Recipient, final Program Performance Report (SF-PPR), and all other closeout documents 120 days after the end date of the performance period per the new 2 C.F.R. § 200.344.

Article 57

Record Retention

Records shall be retained for at least 3 years (except in certain rare circumstances) from the date the final Federal Financial Report for project completion as certified by the Recipient is submitted to FEMA in compliance with 2 C.F.R. Part 200 (specifically the new 2 C.F.R. § 200.334 effective Nov. 12, 2020) and Section 705 of the Stafford Act (42 U.S.C. § 5205).

Article 58

Termination

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Noncompliance: If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. With the Consent of the Recipient: FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated. Notification by the Recipient: The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

Article 59

Standard Condition #1

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

Article 60

Standard Condition #2

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

Article 61

Standard Condition #3

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Obligating document

1. Agreement No. EMB-2020-BR-125	2. Amendment No. 9	3. Recipient No. 026000618	4. Type of Action AMENDMENT	5. Control No. BX00055N2022T, BX00090N2024T
6. Recipient Name and Address NEW HAMPSHIRE DEPARTMENT OF SAFETY 33 HAZEN DR CONCORD, NH 03305		7. Issuing FEMA Office and Address FEMA Region I 99 High Street, 6th Floor Boston, Massachusetts 02110 877-336-2734		8. Payment Office and Address FEMA Finance Center P.O. Box 9001 Winchester, VA 22604 (540) 504-1900
9. Name of Recipient Project Officer Brian Eaton	9a. Phone No. 603-2278724	10. Name of FEMA Project Officer Building Resilient Infrastructure and Communities Program		10a. Phone No. 770-220-5200
11. Effective Date of This Action 12/22/2021	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 12/23/2021 to 12/22/2024 Budget Period 12/23/2021 to 12/22/2024	

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
BRIC	97.047	2022-6M-GD01BR-R012-xxxx-4101-D	\$174,996.75	\$0.00	\$174,996.75	See Totals
BRIC	97.047	2024-6M-GD01BR-R012-xxxx-4101-D	\$0.00	\$84,949.43	\$84,949.43	See Totals
Totals			\$174,996.75	\$84,949.43	\$259,946.18	\$110,933.50

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

N/A

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

This is not applicable for digitally signed grant agreements.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)

(Recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this documents for their records.)

18. FEMA SIGNATORY OFFICIAL (Name and Title)

Richard Verville, Acting Assistant Administrator Grant Programs
Directorate

DATE

03/28/2024



BARRINGTON, NH SELECT BOARD MINUTES

Monday, May 13, 2024

The Select Board meeting for Monday, May 13, 2024 began at 5:30pm. The meeting was held at Barrington Town Hall, 4 Signature Drive, and was also accessible by remote participation via a Microsoft Teams Meeting. In attendance were Selectperson Hardekopf, Selectperson Cappiello, Selectperson Mannschreck, Vice-Chair Gibson, Chairperson Saccoccia, Town Administrator (TA) MacIver, and Municipal Office Administrator (MOA) Caudle. Selectperson Cappiello was in attendance remotely.

Pond Hill Culvert Project Engineering Grant Acceptance - \$40,324

7:00pm. The Town was awarded a Building Resilient Infrastructure and Communities (BRIC) grant in the amount of \$40,324.00 for project scoping for three undersized culverts below Pond Hill Road & Daniel Cater Road. The Town is responsible for a 25% match (\$12,601.25) for the \$52,925.25 project. This public hearing was properly noticed in Foster's Daily Democrat on May 6, 2024 as required by RSA 31:95-b.

7:00pm. Chair Saccoccia opened Public Comment.

7:00pm. There were no public comments. Chair Saccoccia closed Public Comment.

Motion to accept and expend the \$40,324 grant and to authorize up to \$13,000 from the Bridge and Culvert Capital Reserve to fund the 25% matching requirement by Selectperson Hardekopf, seconded by Selectperson Cappiello. Roll Call: Hardekopf – Aye, Cappiello – Aye, Mannschreck – Aye, Gibson – Aye, Saccoccia – Aye. The motion passed.

Motion to accept the terms of the Building Resilient Infrastructure and Communities (BRIC) Grant Program as presented in the amount of \$40,324.00 for project scoping for three undersized culverts under Pond Hill Road & Daniel Cater Road. Furthermore, the Board acknowledges that the total cost of this project will be \$52,925.25, in which the Town will be responsible for a 25% match (\$12,601.25) by Selectperson Hardekopf, seconded by Chairperson Saccoccia. Roll Call: Hardekopf – Aye, Cappiello – Aye, Mannschreck – Aye, Gibson – Aye, Saccoccia – Aye. The motion passed.

MEETING ADJOURNMENT

8:52pm. Motion to adjourn the May 13, 2024 meeting by Selectperson Hardekopf, seconded by Selectperson Mannschreck. Roll Call: Hardekopf – Aye, Cappiello – Aye, Mannschreck – Aye, Gibson – Aye, Saccoccia – Aye. The motion passed.

Additional information and links to all reviewed documents can be found in the May 13, 2024 Town Administrator's Report. The next meeting will be held on June 10, 2024.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Barrington 4 Signature Drive PO Box 660 Barrington, NH 03825	Member Number: 113	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2023	7/1/2024	Each Occurrence \$ 2,000,000	
	7/1/2024	7/1/2025	General Aggregate \$ 10,000,000	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit	
			<input type="checkbox"/> Property (Special Risk includes Fire and Theft) Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 5/14/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Department of Safety 33 Hazen Drive Concord, NH 03305			