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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

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

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April 28, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 21-P:55, the Department of Safety, New Hampshire Office of Highway Safety (NH OHS) requests authorization to enter into grant agreements in substantially similar form and format with the municipalities/counties/colleges listed for a total grant limitation not to exceed $2,901,400.00, to provide funding for strategic enforcement efforts, patrol enforcement equipment, and community outreach to minimize the potential for crashes that result in injury, death, and property damage. Effective upon Governor and Council approval, full contract execution, review and approval by the NH Department of Justice, and grantee funding acceptance from October 1, 2025, through September 30, 2026. **100% Federal Funds.**

Funds are contingent upon availability and continued appropriations in SFY 2026.

02-23-23-231010-75410000 - Office of Commissioner - NHTSA Grants	SFY 2026
072 500574 Grants to Local Gov't – Federal	$2,901,400.00

*Attachment A – List of allocated individual grant award amounts.

EXPLANATION

The New Hampshire Office of Highway Safety (NH OHS) is responsible for developing and implementing a statewide highway safety program to enhance safety on NH roads by minimizing the potential for crashes that result in injury, death, and property damage. Funds are provided to municipalities/counties/colleges across the State with the goal of lowering the risk of fatalities on New Hampshire roadways.

The NH OHS conducts a comprehensive highway safety planning process utilizing crash analysis and population data from local and county law enforcement agencies that apply for funding to support overtime enforcement requests. The NH OHS conducts problem identification and analysis that establishes data driven performance measures and targets used to develop and implement the most effective and efficient highway safety plan. These measures are then used to develop countermeasure strategies and planned activities for the distribution of federal funds. Enforcement efforts are separated into five highway safety categories of speed, impaired driving, distracted driving, pedestrian/bicycle, and mobilizations. Community Outreach & Betterment (COB) grant funds have also been allocated to several local law enforcement agencies to bring the highway safety message via an in-person PowerPoint presentation to New Hampshire drivers fostering positive law enforcement/public interactions through outreach to specific groups.

The attached spreadsheet lists all local law enforcement agencies who may potentially receive Highway Safety Grants beginning October 1, 2025, thru September 30, 2026. The NH OHS has invited 207 law enforcement departments to apply for Highway Safety Grants. These allocated awards are based on NH OHS methodology which considers crashes, particularly those resulting in serious bodily injuries and fatalities within a three-year period.

Additional grant funds in the amount of $999,400.00 have been allocated to award to local law enforcement agencies who are receiving patrol enforcement grants to request additional funding for patrol enforcement, and or speed enforcement, Collision Analysis and Reconstruction (C.A.R.), and E-Crash equipment.

Law enforcement agency applications will continue to come in during the FFY26 grant period and may include agency requests for additional patrol and/or equipment funding. Due to the time required to fully execute and accept funding at the county and municipal levels, combined with the timing of future Governor and Executive Council meetings, the Department of Safety, New Hampshire Office of Highway Safety (NH OHS) requests authorization to enter into grant agreements and amend those grant agreements accordingly using the grant agreement forms attached to this request. Governor and Executive Council approval of this authorizing item will permit grant agreements to become effective after being fully executed and accepted at the Attorney General level, without requiring further action by the Governor and Executive Council. A report of total grant limitations and amendments will be submitted to Governor and Executive Council at the end of the program year for informational purposes.

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

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

Attachment A

TOWN	(NOT TO EXCEED) TOTALS
ALEXANDRIA PD - 001	$8,500.00
ALLENSTOWN PD - 002	$8,500.00
ALSTEAD PD - 003	$5,700.00
ALTON PD - 004	$10,500.00
AMHERST PD - 005	$11,900.00
ANDOVER PD - 006	$3,700.00
ANTRIM PD - 007	$8,500.00
ASHLAND PD - 008	$8,500.00
ATKINSON PD - 009	$8,500.00
AUBURN PD - 010	$8,500.00
BARNSTEAD PD - 011	$8,500.00
BARRINGTON PD - 012	$8,500.00
BARTLETT PD - 013	$8,500.00
BATH PD - 014	$5,300.00
BEDFORD PD - 015	$9,400.00
BELKNAP CTY SO - 220	$14,700.00
BELMONT PD - 016	$10,700.00
BENNINGTON PD - 017	$5,500.00
BERLIN PD - 018	$21,400.00
BETHLEHEM PD - 019	$8,500.00
BOSCAWEN PD - 020	$6,900.00
BOW PD - 021	$11,000.00
BRADFORD PD - 022	$8,500.00
BRENTWOOD PD - 023	$8,500.00
BRIDGEWATER PD - 024	$6,900.00
BRISTOL PD - 025	$6,900.00
BROOKLINE PD - 026	$8,500.00
CAMPTON PD - 027	$13,500.00
CANAAN PD - 028	$13,700.00
CANDIA PD - 029	$4,800.00
CANTERBURY PD - 030	$8,500.00
CARROLL PD - 031	$5,300.00
CARROLL CTY SO - 221	$8,500.00
CENTER HARBOR PD - 032	$2,600.00
CHARLESTOWN PD - 033	$8,500.00
CHESTER PD - 034	$8,500.00
CHESTERFIELD PD - 035	$8,500.00
CHESHIRE CTY SO - 222	$8,500.00
CHICHESTER PD - 036	$8,500.00
CLAREMONT PD - 037	$8,500.00
COLEBROOK PD - 038	$15,300.00
CONCORD PD - 039	$23,100.00
CONWAY PD - 040	$4,000.00
COOS CTY SO - 223	$10,000.00

Attachment A

TOWN	(NOT TO EXCEED) TOTALS
CORNISH PD - 041	$8,500.00
DANVILLE PD- 045	$5,300.00
DEERFIELD PD - 046	$6,000.00
DEERING PD - 049	$5,300.00
DERRY PD - 050	$24,300.00
DOVER PD - 051	$19,400.00
DUBLIN PD - 047	$6,900.00
DUNBARTON PD - 048	$5,300.00
DURHAM PD - 052	$9,700.00
EAST KINGSTON PD - 053	$8,700.00
EFFINGHAM PD - 054	$5,300.00
ENFIELD PD - 055	$6,900.00
EPPING PD - 056	$14,400.00
EPSOM PD - 057	$8,500.00
EXETER PD - 058	$10,900.00
FARMINGTON PD - 059	$8,500.00
FITZWILLIAM PD - 060	$8,500.00
FRANCESTOWN PD - 061	$3,700.00
FRANCONIA PD - 062	$7,900.00
FRANKLIN PD - 063	$11,000.00
FREEDOM PD - 064	$8,500.00
FREMONT PD - 065	$8,500.00
GILFORD PD - 066	$12,500.00
GILMANTON PD - 067	$8,500.00
GOFFSTOWN PD - 068	$11,000.00
GORHAM PD - 069	$23,900.00
GOSHEN PD - 070	$1,600.00
GRAFTON PD - 071	$1,600.00
GRAFTON CTY SO - 224	$8,500.00
GRANTHAM PD - 072	$8,500.00
GREENFIELD PD - 073	$1,600.00
GREENLAND PD - 074	$11,900.00
GROTON PD - 075	$3,700.00
HAMPSTEAD PD - 076	$8,500.00
HAMPTON PD - 077	$19,300.00
HAMPTON FALLS PD - 078	$8,000.00
HANCOCK PD - 079	$6,700.00
HANOVER PD - 080	$14,200.00
HARRISVILLE PD - 081	$3,700.00
HAVERHILL PD - 082	$9,000.00
HEBRON PD - 083	$6,900.00
HENNIKER PD - 084	$5,300.00
HILLSBOROUGH CTY SO - 225	$12,700.00
HILLSBORO PD - 086	$15,700.00

Attachment A

TOWN	(NOT TO EXCEED) TOTALS
HINSDALE PD - 087	$11,000.00
HOLDERNESS PD - 088	$8,500.00
HOLLIS PD - 089	$9,900.00
HOOKSETT PD - 090	$8,500.00
HOPKINTON PD - 091	$13,700.00
HUDSON PD - 092	$8,500.00
JACKSON PD - 093	$5,300.00
JAFFREY PD - 094	$8,500.00
KEENE PD - 095	$10,500.00
KENSINGTON PD - 096	$13,300.00
KINGSTON PD - 097	$8,500.00
LACONIA PD - 098	$25,000.00
LANCASTER PD - 099	$6,900.00
LEBANON PD - 101	$17,200.00
LEE PD - 102	$11,700.00
LINCOLN PD - 103	$16,100.00
LISBON PD - 104	$6,900.00
LITCHFIELD PD - 105	$8,500.00
LITTLETON PD - 106	$12,300.00
LONDONDERRY PD - 107	$14,700.00
LOUDON PD - 108	$8,500.00
LYME PD - 109	$5,300.00
LYNDEBOROUGH PD - 110	$5,300.00
MADBURY PD - 111	$6,900.00
MADISON PD - 112	$6,900.00
MANCHESTER PD - 113	$36,100.00
MARLBOROUGH PD - 114	$6,900.00
MARLOW PD - 115	$6,900.00
MASON PD - 116	$3,700.00
MEREDITH PD - 117	$10,300.00
MERRIMACK PD - 118	$9,500.00
MERRIMACK CTY SO - 226	$8,500.00
MIDDLETON PD - 119	$6,900.00
MILFORD PD - 120	$12,400.00
MILTON PD - 121	$8,500.00
MONT VERNON PD - 123	$5,300.00
MOULTONBOROUGH PD - 124	$10,100.00
NASHUA PD - 125	$48,200.00
NELSON PD - 126	$6,900.00
NEW BOSTON PD - 127	$8,500.00
NEW CASTLE PD - 128	$5,300.00
NEW DURHAM PD - 129	$8,500.00
NEW HAMPTON PD - 130	$6,600.00
NEW IPSWICH PD - 131	$4,200.00

Attachment A

TOWN	(NOT TO EXCEED) TOTALS
NEW LONDON PD - 132	$8,500.00
NEWBURY PD - 133	$11,000.00
NEWFIELDS PD - 134	$8,500.00
NEWINGTON PD - 135	$8,500.00
NEWMARKET PD - 136	$13,500.00
NEWPORT PD - 137	$11,200.00
NEWTON PD - 138	$5,300.00
NORTH HAMPTON PD - 139	$8,500.00
NORTHFIELD PD - 140	$4,800.00
NORTHUMBERLAND PD - 141	$25,200.00
NORTHWOOD PD - 142	$8,500.00
NOTTINGHAM PD - 143	$8,500.00
ORFORD PD - 144	$6,300.00
OSSIPEE PD - 145	$13,300.00
PELHAM PD - 146	$19,100.00
PEMBROKE PD - 147	$8,500.00
PETERBOROUGH PD - 148	$8,500.00
PIERMONT PD - 149	$5,300.00
PITTSBURG PD - 150	$3,200.00
PITTSFIELD PD - 151	$8,500.00
PLAINFIELD PD - 152	$6,900.00
PLAISTOW PD - 153	$8,500.00
PLYMOUTH PD - 154	$4,800.00
PORTSMOUTH PD - 155	$24,100.00
RAYMOND PD - 157	$8,500.00
RINDGE PD - 159	$8,500.00
ROCHESTER PD - 160	$8,500.00
ROCKINGHAM CTY SO - 227	$14,700.00
ROLLINSFORD PD - 161	$8,500.00
ROXBURY PD - 162	$6,900.00
RUMNEY PD - 163	$5,300.00
RYE PD - 164	$12,900.00
SALEM PD - 165	$21,200.00
SANBORNTON PD - 166	$8,500.00
SANDOWN PD - 167	$9,100.00
SANDWICH PD - 168	$4,800.00
SEABROOK PD - 169	$8,500.00
SOMERSWORTH PD - 170	$8,500.00
SOUTH HAMPTON PD - 171	$6,900.00
SPRINGFIELD PD - 172	$5,300.00
STODDARD PD - 174	$5,300.00
STRAFFORD PD - 175	$8,500.00
STRAFFORD CTY SO - 228	$8,500.00
STRATHAM PD - 176	$11,000.00

Attachment A

TOWN	(NOT TO EXCEED) TOTALS
SUGAR HILL PD - 177	$6,900.00
SULLIVAN CTY SO - 229	$9,700.00
SUNAPEE PD - 178	$8,500.00
SUTTON PD - 179	$6,900.00
SWANZEY PD - 180	$8,500.00
TAMWORTH PD - 181	$3,200.00
TEMPLE/GREENVILLE PD - 182	$5,300.00
THORNTON PD - 183	$5,300.00
TILTON PD - 184	$8,500.00
TROY PD - 185	$8,500.00
TUFTONBORO PD - 186	$3,200.00
UNH PD - 238	$2,000.00
WAKEFIELD PD - 187	$10,500.00
WALPOLE PD - 188	$8,500.00
WARNER PD - 189	$8,500.00
WARREN PD - 190	$5,300.00
WASHINGTON PD - 191	$3,700.00
WATERVILLE VALLEY PD - 192	$3,700.00
WEARE PD - 193	$9,500.00
WEBSTER PD - 194	$6,100.00
WENTWORTH PD - 195	$5,300.00
WHITEFIELD PD - 196	$5,300.00
WILMOT PD - 197	$5,300.00
WILTON PD - 198	$8,500.00
WINCHESTER PD - 199	$8,500.00
WINDHAM PD - 200	$8,500.00
WOLFEBORO PD - 201	$11,000.00
WOODSTOCK PD - 202	$20,100.00
ALLOCATED PATROL ENFORCEMENTS & COB TOTALS	**$1,902,000.00**
(FOR ADD'L PATROL ENFORCEMENTS, COB, & EQUIPMENT) TOTALS	**$999,400.00**
FFY26 MUNICIPALITIES/COUNTIES/COLLEGES GRANT TOTAL	**$2,901,400.00**

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

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

GENERAL PROVISIONS

Grant Agreement Title: (ADD TOWN NAME PD) Highway Safety Grant **Grant Agreement #:** 26-

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety	**1.2. State Agency Address** 33 Hazen Drive, Room 208 Concord, NH 03305
1.3. Subrecipient Name	**1.4. Subrecipient Address**
Chief of Police Name: **Grant Contact Name:**	**Chief of Police email:** **Grant Contact's email:**
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) Town Government	**1.4.2 UEI #** **Exp Date:** ☑ Verified UEI screenshot is valid - Date Stamped

1.5. Subrecipient Phone #	**1.6. Effective Date** 10/01/2025	**1.7. Completion Date** 09/30/2026	**1.8. Grant Limitation** $ 0.00 Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))

1.9. Grant Officer for State Agency James Gilbert/Stephen Fisher	**1.10. State Agency Telephone Number** 603-271-2021/603-271-6708

"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." "RSA Chapter 37 - Chairman of Selectmen, Town Manager, Mayor, County Commissioners.

1.11. Subrecipient Signature 1	**1.12. Name & Title of Subrecipient Signor 1**
Subrecipient Signature 2	**Name & Title of Subrecipient Signor 2**
Subrecipient Signature 3	**Name & Title of Subrecipient Signor 3**

1.13. Acknowledgment: State of New Hampshire, County of_____, on / /, before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.

1.13.1. Signature of Notary Public or Justice of the Peace (Seal)	**1.13.2 Name & Title of Notary Public or Justice of the Peace**
1.14 State Agency Signature 1 X_____Date:_____	**1.15 Name & Title of State Agency Signor 1** Robert L. Quinn, Commissioner - or Designee NH Department of Safety

1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: **Assistant Attorney General, On: / /**

1.17. Approval by Governor and Council (if applicable)

By: **On: / /**

SAMPLE

2. SCOPE OF WORK In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire. 4. EFFECTIVE DATE: COMPLETION OF PROJECT

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.

4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT

5.1. The Grant Amount is identified and more particularly described in EXHIBIT A, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.

5.3. In accordance with the provisions set forth in EXHIBIT A, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, performed, who exercises any functions or responsibilities in the review or computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

SAMPLE

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

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

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.

16. INDEMNIFICATION The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND

17.1. The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and

$2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

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

23. ENTIRE AGREEMENT This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SAMPLE

SPECIAL PROVISIONS

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: https://www.nhtsa.gov/highway-safety-grants-program/resources-guide . Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.

- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link https://www.nhtsa.gov/highway-safety-grants-program/resources-guide .

- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management** Manual found at the following Web link: https://www.nhtsa.gov/highway-safety-grants-program. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

SAMPLE

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- **49 CFR part 21** *(entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);*

- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- **Federal-Aid Highway Act of 1973,** (23 U.S.C. 324 et seq.), **and Title IX of the Education Amendments of 1972,** as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex);

• *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 *et seq.)*, as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

• **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.)*, (prohibits discrimination on the basis of age);

• **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

• **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (c) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)[1] in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

SAMPLE

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

SAMPLE

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

SAMPLE

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

   a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

   b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

SAMPLE

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

§ 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

§ 2 CFR 200.317 Procurements by states.

§ 2 CFR 200.318 General procurement standards.

§ 2 CFR 200.319 Competition.

§ 2 CFR 200.320 Methods of procurement to be followed.

§ 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 2 CFR 200.322 Domestic preferences for procurements.

§ 2 CFR 200.323 Procurement of recovered materials.

§ 2 CFR 200.340 Termination.

SAMPLE

§ 2 CFR 200.414 Indirect (F&A) costs. 2 CFR 200.1 -- Definitions (Modified Total Direct Cost - MTDC).

§ 2 CFR 200.439 Equipment and other capital expenditures. 23 CFR 1300.31(d) -- Equipment. Major purchases and dispositions.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

SAMPLE

EXHIBIT B
SCOPES OF WORK & PERFORMANCE MEASURES

Scope of Work
Speed Enforcement

Year over year, among other factors, speed is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. To have the greatest impact, among other areas of enforcement, local law enforcement should utilize Speed Enforcement funding in focused efforts to enforce speed limits in areas where state and local data identifies the locations, days and times that speed violations and crashes are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as days and times of the Speed Enforcement overtime patrols shall support the problem statement identified in the grant application.
- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol, as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers/Deputies shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant-funded efforts, patrols must consist of **one grant-funded Officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts, in both location and area of enforcement, to help maximize the potential for success in meeting objectives and achieving overall goals.

SAMPLE

Grantee Initials: _____ Grantee Initials: _____ Grantee Initials: _____
Date: _____ Date: _____ Date: _____

EXHIBIT B
Scope of Work
DUI Enforcement

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, local law enforcement should utilize Impaired Driving Enforcement funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as time and days of the Impaired Driving enforcement overtime patrols shall support the problem statement identified in your grant application.

- *DUI Enforcement patrols including DUI Saturation patrols should be* no less than **4 hours,** and *no more than* ***6 hours*** *in duration. These hours shall be run consecutively without interruption.*

- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.

- With **written**, pre-approval from the Office of Highway Safety, Officers may conduct 6-hour Sobriety Check Points.

- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.

- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

SAMPLE

Grantee Initials: _____	Grantee Initials: _____	Grantee Initials: _____
Date: _____	Date: _____	Date: _____

EXHIBIT B
Scope of Work
Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing **New Hampshire's Hands-Free Electronic Device Law.** Patrols should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.

- Distracted driving patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.

- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.

- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.

- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. ***Exception:*** Two Officer per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. ***Note:*** when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

SAMPLE

Grantee Initials: _____ Grantee Initials: _____ Grantee Initials: _____
Date: _____ Date: _____ Date: _____

EXHIBIT B
Scope of Work
Pedestrian Bicycle Enforcement

Pedestrian/Bicycle enforcement patrols should be aimed at enforcing the state's pedestrian/bicycle laws; however, adherence to all traffic laws shall be enforced. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- It is highly recommended that Officers conducting the Pedestrian & Bicycle enforcement patrols complete an Online training course: "Pedestrian and Bicycle Laws", sponsored by Police Standards and Training Council.

- Grantees must utilize pedestrian and bicyclist crash data to identify specific locations and times of day to enforce traffic safety laws as they relate to motorists, pedestrians, and bicyclist.

- Pedestrian Bicycle enforcement patrols should be no more than 4-hours in duration. These hours shall be run consecutively without interruption.

- The OHS has an expectation that Officers will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol Officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.

- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. ***Exception:*** Two Officer per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser) when conducting strategic Pedestrian & Bicycle enforcement patrols. ***Note:*** When using a spotter technique, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

SAMPLE

Grantee Initials: _____	Grantee Initials: _____	Grantee Initials: _____
Date: _____	Date: _____	Date: _____

EXHIBIT B

Scope of Work

High Visibility Mobilizations

Seatbelt Mobilization

This **Seatbelt Mobilization** coincides with the National "Click It or Ticket" campaign. In NH the purpose of this Seatbelt mobilization is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts.

- This mobilization is required to be conducted during the following timeframe: ***Monday May 11, 2026 – Sunday May 31, 2026. At least 4 hours of Occupant Protection enforcement to be conducted starting on the KICKOFF date through Monday May 11, 2026.***

- It is highly recommended that Officers/Deputies conducting the Seatbelt Mobilization complete an Online training course; "Occupant Protection/Child Passenger", sponsored by Police Standards and Training.

- Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent.

- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.

- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (PAR). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.

- The NHOHS has an expectation that Officers/Deputies shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Police Department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.

- To maximize grant funding, patrols must consist of one granted-funded Officer/Deputy per cruiser; however, multiple cruisers may be out at one time. ***Exception:*** Two Officers/Deputies per cruiser when utilizing a spotter (one Officer/Deputy in the cruiser and one Officer/Deputy outside the cruiser) when conducting strategic Occupant Protection enforcement patrols. ***Note:*** When using a spotter technique, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

SAMPLE

Grantee Initials: _____	Grantee Initials: _____	Grantee Initials: _____
Date: _____	Date: _____	Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
IMPAIRED DRIVING MOBILIZATION

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, local law enforcement should utilize Impaired Driving Mobilization funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring and where the greatest likelihood of finding impaired drivers exists. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

Note: Only unspent funds from the first Impaired Driving Mobilization campaign may be rolled over to the second Impaired Driving Mobilization campaign or vice versa. Please e-mail your Field Representative at HWYSAFETYMAIL@dos.nh.gov, *in advance*, if a mobilization effort will not be conducted.

- Participation in these TWO national **IMPAIRED DRIVING MOBILIZATIONS** is required to be conducted during the following timeframes:

  First Mobilization: ***Wednesday December 10, 2025 – Thursday January 01, 2026. Should be no less than 4 hours, and no more than 6 hours in duration of Impaired Driving enforcement per Department to be conducted starting on the KICKOFF date through Thursday January 01, 2026.***

  Second Mobilization: ***Wednesday August 19, 2026 – Tuesday September 1, 2026. Should be no less than 4 hours, and no more than 6 hours in duration of Impaired Driving enforcement per Department to be conducted starting on the KICKOFF date through Wednesday August 19, 2026.***

- **IMPAIRED DRIVING MOBILIZATION** patrols should be no less than 4 hours, and no more than **6 hours** in duration. These hours shall be run consecutively without interruption.

- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.

- With written approval from the NH Office of Highway Safety, Officers may conduct 6-hour Sobriety Check Points.

- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.

- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

SAMPLE

Grantee Initials: _____	Grantee Initials: _____	Grantee Initials: _____
Date: _____	Date: _____	Date: _____

EXHIBIT B

Scope of Work

High Visibility Mobilizations

Distracted Driving Mobilization

Distracted Driving Mobilization enforcement patrols should focus on enforcing **New Hampshire's Hands-Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.** Officers should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- This mobilization is required to be conducted during the following timeframe: ***Monday April 06, 2026 – Monday April 13, 2026. At least 4 hours of Distracted Driving mobilization enforcement per department to be conducted starting on the KICKOFF date through Monday April 13, 2026.***

- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.

- Distracted driving patrols should be no more than 4-hours in duration. These hours shall be run consecutively without interruption.

- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.

- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.

- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. ***Exception:*** Two Officers per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. ***Note:*** when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

SAMPLE

Grantee Initials: _____	Grantee Initials: _____	Grantee Initials: _____
Date: _____	Date: _____	Date: _____

EXHIBIT B

Scope of Work

Community Outreach & Betterment (COB) Grant

The Office of Highway Safety has awarded your agency/organization this COB Grant to coordinate and conduct a **minimum** of **five (5)** COB Grant highway safety presentations to the below specified sectors of the public throughout the **2026** Federal Fiscal Year.

COB Grant presentations will not exceed **four (4)** hours in duration including travel time, setup and breakdown of the COB Grant presentation location.

*The Subrecipient or their designee will be responsible to maintain the COB Grant budget to ensure funds are adequate to complete the minimum required **five (5)** COB presentations during the grant year.*

COB grant funds cannot be utilized for enforcement patrols or in conjunction with any other federal funding.

****

The purpose of the Community Outreach & Betterment (COB) Grant is to bring the highway safety message via an in-person PowerPoint presentation to New Hampshire drivers predominantly involved in serious and fatal crashes according to the data while fostering positive law enforcement/public interactions by:

1. Outreach to the 65+ age group
2. Outreach to the 15-40 age group

SAMPLE

Grantee Initials: _____ Grantee Initials: _____ Grantee Initials: _____

Date: Date: Date:

v-3/10/25

Due to the public speaking nature of the COB Grant presentations, the official in charge or their designees will have the sole responsibility of assigning the appropriate personnel to conduct the COB presentations. **Utilization of School Resource Officers (SRO) is highly encouraged for any COB presentations targeted at the 15 – 18 age group.**

Grantee must utilize the "New Hampshire Highway Safety Education" PowerPoint Presentation provided by the NHOHS during COB Grant Presentations. The Subrecipient may conduct their own community specific traffic safety related presentation in conjunction with the "New Hampshire Highway Safety Education" PowerPoint Presentation within the reimbursable four (4) hour COB Grant presentation window. Any COB Grant related hourly overage of the four (4) hour maximum presentation time may be utilized as match in support of this grant.

At the conclusion of each COB Grant Presentation the NHOHS Public Input Survey will be offered to the COB Grant attendees as a paper form. Paper NHOHS Public Input Survey forms will be collected and retained by the Grantees and copies of them will be emailed along with your reimbursement request.

A maximum of two (2) members of the Subrecipient's agency may be reimbursed while conducting a COB Grant presentation due to logistical requirements. If additional support personnel are required to assist a COB Grant presentation the associated costs may be utilized as "match" in support of this grant.

All COB Grant presentations must be conducted in person and on site. COB Grant presentations may not be conducted remotely via internet unless prior authorization is granted by the New Hampshire Office of Highway Safety.

SAMPLE

COB Related Expenses

Purchases of light refreshments* may be a reimbursable expense for attendees of COB Grant Presentations up to a cap of **$150** per presentation or may be utilized as "match" in support of this grant. Please contact your NHOHS Field Representative for clarification prior to purchase.

**41 CFR 301 74.2(e) "Light refreshments are defined to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins".*

Grantee Initials: _____	Grantee Initials: _____	Grantee Initials: _____
Date:	Date:	Date:

v-3/10/25

Printing of COB Grant related handouts in support of a COB Grant Presentation may be a reimbursable expense up to **$150** per presentation or may be utilized as "match" in support of this grant.

Should a hall usage fee be necessary to obtain a location for a COB Grant Presentation, such fee will be a reimbursable expense up to **$150** per presentation. Any location fee that exceeds the **$150** per presentation cap the Subrecipient must seek prior approval from their NHOHS Field representative.

Reimbursement

The Subrecipient must use the COB Grant Excel workbook Activity logs to keep track of **all** COB Grant Related Payroll, Communications, Presentations and Expenses in support of this grant. The Subrecipient must submit a copy of the COB Grant Excel workbook with that quarter's COB Grant activity along with grant related payroll forms and any receipts/invoices along with the NHOHS HS-1 and HS-22 Forms on a quarterly basis to obtain reimbursement.

Any additional costs incurred by the Subrecipient in support of the COB Grant may be utilized as "match" providing those costs are not simultaneously funded by another federal grant.

The Subrecipient must retain the records of **all** COB Grant communications, activities and/or services and invoices at the Subrecipient's agency. These records must be maintained for a period of **three (3)** years in a manner that accurately reflects and supports the documented activity. These supporting documents are required to be available during a review or site monitoring visit.

SAMPLE

Grantee Initials: _____	Grantee Initials: _____	Grantee Initials: _____
Date:	Date:	Date:

v-3/10/25

EXHIBIT B - cont.
Performance Measures
Enforcement Patrols

Speed Enforcement: In the FFY, in an effort to help reduce Speed related serious injury and fatal crashes within our patrol areas, we plan to increase the number of grants funded four (4) hour Speed patrols by 2%. Additionally, we plan to increase total vehicle stops by 2% in the FFY, and by also increasing speed summons by 2% in the FFY. Through this effort we expect to increase speed specific enforcement under this project by 2% in the FFY.

DUI Enforcement: In the FFY, in an effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas, we plan to increase the number of grants funded six (6) hour DUI patrols by 2%. We plan to increase the number vehicle stops made in the FFY by 2%, with an increase in the number of patrols in the FFY which we expect to result in a 2% increase in DUI arrests, thus producing a DUI arrest rate increase by 2%.

Distracted Driving Enforcement: In the FFY, in an effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas, we will increase the number of grants funded four (4) hour Distracted Driving patrols by 2%. Additionally, we plan to increase total vehicle stops by 2% in the FFY, and also by increasing distracted driving summons by 2% in the FFY. Through this effort we expect to increase distracted driving specific enforcement under this project by 2% in the FFY.

Pedestrian Bicycle Enforcement: In the FFY, in an effort to help increase Pedestrian/Bicycle public awareness and safety and reduce Ped/Bike serious injury and fatal crashes within our jurisdictional patrol areas, we plan to increase the number of grants funded four (4) hour Ped/Bike patrols by 2%, during which we expect to make a 2% increase in Ped/Bike contacts. Additionally, we plan to increase total stops by 2% in the FFY, and by increasing these stops for Ped/Bike violations, summons will increase by 2% in the FFY. Through this effort we expect to increase Ped/Bike specific enforcement under this project by 2% in the FFY.

Seatbelt Mobilization: In the FFY, in an effort to help increase occupant protection public awareness and reduce unbelted fatalities and serious injuries among our youth within our jurisdictional patrol areas, we will conduct the Seatbelt Mobilization enforcement effort, to coincide with the national "Click It Or Ticket" campaign. During this High Visibility Enforcement effort, we plan to increase the number of grants funded four (4) hour Seatbelt Mobilization patrols by 2% in the FFY and increase the number of vehicles visually checked for child restraint law violations by 2% in the FFY. Additionally, we plan to increase the total number of vehicles stops and increase Occupant Protection stops by 2% in the FFY.

Impaired Driving Mobilization: In the FFY, in an effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas. During these two High Visibility Enforcement impaired driving campaigns, we plan to increase the number of grants funded six (6) hour Impaired Driving patrols by 2%. We plan to increase the number vehicle stops made in the FFY by 2%, with an increase in the number of patrols in the FFY which we expect to result in a 2% increase in DUI arrests, thus producing a DUI arrest rate increase by 2%.

Distracted Driving Mobilization: In the FFY, in a further effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas. During this High Visibility Enforcement effort, we plan to increase the number of grants funded four (4) distracted driving mobilization patrols by 2% in the FFY. Additionally, we plan to increase the total number of Distracted Driving/Mobile Electronic Device vehicle stops by 2% in the FFY. Through this effort we expect to increase distracted driving specific enforcement under this project by 2% in the FFY.

Crash Reduction: Through the initiatives above we hope to realize a 2% reduction in the number Fatal, Serious Injury and total Crashes from the previous calendar year.

Grantee Initials: _____	Grantee Initials: _____	Grantee Initials: _____
Date: _____	Date: _____	Date: _____

SAMPLE

EXHIBIT B – cont.
GRANT REQUIREMENTS AND INFORMATION

- Officers/Deputies funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the Trooper's presence, in the case of response to a Trooper/officer in distress, or in the case of a riot where all available personnel must divert their attention.

- Officers/Deputies may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.

- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summonses in pursuance of the department's obligation associated with the grant.

- If an Officer/Deputy makes an arrest during the patrol shift but does not complete the arrest before the shift is scheduled to end, the Officer/Deputy can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.

- An Officer/Deputy who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e., crash, domestic dispute, criminal complaint, etc.), must <u>not</u> count such hours as hours worked on a Highway Safety Grant.

- Officers/Deputies will be reimbursed at an overtime rate of pay as established by their departments policies for hours worked during the enforcement patrols. Part-time Officer/Deputy will be reimbursed at their normal hourly rate of pay.

- The Patrol Activity Report (PAR) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the (PAR) Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own (PAR) Patrol Activity Reports or that of a spouse, child or sibling who may work an enforcement patrol.

- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (PAR).

- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.

- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.

- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.

- Please E-mail your NH Highway Safety NHOHS Field Representative/Law Enforcement Liaison, *<u>in advance</u>*, if a mobilization effort cannot be conducted or if there are any other issues of concern @ <u>hwysafetymail@dos.nh.gov</u>

- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

OTHER PROVISION - NH OFFICE OF HIGHWAY SAFETY

- In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

Grantee Initials: _____	Grantee Initials: _____	Grantee Initials: _____
Date: _____	Date: _____	Date: _____

SAMPLE

EXHIBIT C
Terms of Payment
Payment, Reimbursement Schedule, and Required Paperwork

- The Subrecipient agrees that the total payment by the State under this grant agreement within the Exhibit A.

- It is understood that all patrols will be conducted on an overtime basis. Part-time officers will be paid at their normal hourly rate.

- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
    1. **January 15th** for October-December (Quarter 1)
    2. **April 15th** for January-March (Quarter 2)
    3. **July 15th** for April-June (Quarter 3)
    4. **October 15th** for July-September (Quarter 4)

- See link for all the required forms - https://www.nh.gov/hsafety/publications/index.htm

- Over-Time enforcement patrol reimbursements shall include the following:
    1. Reimbursement Request Cover Letter (HS-1);
    2. Overtime Payroll Reimbursement Form (HS-20) for each project;
    3. Match Tracking Form (HS-22) for each project;
    4. Quarterly Summary Report (QSR) for each project;
    5. Patrol Activity Reports (PAR) for each project.

- Equipment reimbursements shall include the following:
    1. Reimbursement Request Cover Letter (HS-1);
    2. Copy of the detailed equipment paid invoice (with all Serial #'s);
    3. Match Tracking Form (HS-22);
    4. Copy of bank canceled check(s) front and back; and
    5. Final Equipment Report (HS-8E) for each vendor (with all Serial #'s included)

- Over-Time COB Grant reimbursements shall include the following:
    1. Reimbursement Request Cover Letter (HS-1);
    2. COB Grant Activity Overtime Payroll Reimbursement Form (HS-20) found within COB Grant Excel Workbook;
    3. COB Grant Activity Match Tracking Form (HS-22) found within COB Grant Excel Workbook;
    4. COB Grant Excel Workbook File updated with quarterly COB activity and related expenses.
    5. Copies of all COB Grant related invoices and/or receipts.

- If no enforcement patrols took place during the quarter, you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing $0 in the projects where you were awarded funding.

- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.

- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.

- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

SAMPLE

CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash drawdowns by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

EXHIBIT C – continued

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: https://www.nhtsa.gov/highway-safety-grants-program/resources-guide.
- **Cost Principles for Federal Grants to State and Local Governments**
  - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
  - The cost of alcoholic beverages is unallowable.
  - Costs incurred by advisory councils are allowable.
  - Audit costs are allowable.
  - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
  - Entertainment costs are unallowable.
  - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of $5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
  - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* -** These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
  - eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: _____ **Date:** _____

Signors Printed Name: _____ **Signors Title:** _____

SAMPLE

EXHIBIT C

OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT	$0.00	$0.00
DUI ENFORCEMENT	$0.00	$0.00
DISTRACTED DRIVING ENFORCEMENT	$0.00	$0.00
PEDESTRIAN BICYCLE ENFORCEMENT	$0.00	$0.00
SEATBELT MOBILIZATION	$0.00	$0.00
IMPAIRED DRIVING MOBILIZATION	$0.00	$0.00
DISTRACTED DRIVING MOBILIZATION	$0.00	$0.00
E-CRASH EQUIPMENT(MDT)	$0.00	$0.00
E-CRASH EQUIPMENT (Printers/Ext. Scanners/Ext. Receivers/Hardware Firewall/CAD-RMS Software)	$0.00	$0.00
SPEED EQUIPMENT	$0.00	$0.00
C.A.R. EQUIPMENT	$0.00	$0.00
C.A.R. TRAINING	$0.00	$0.00
EMERGENCY MEDICAL SERVICES	$0.00	$0.00
Community Outreach & Betterment (COB) Grant	$0.00	$0.00
Total Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii) **Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).**	$ 0.00	$0.00

SAMPLE

Awarding Agency: Office of Highway Safety (OHS)	
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 220 Binney St. 9th FL, Cambridge, MA 02142	
Budget period (new) –	**10/01/2025 to 09/30/2026**
Is This a Research and Development Project: NO	**Is Indirect Costs Applicable to This Grant** ☐ YES ☑ NO

EXHIBIT C - continued

Project Titles, PSP & Task, ALN, and FAIN Numbers (FFY26)

SPEED ENFORCEMENT
PSP & Task 26-02-04 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

DUI ENFORCEMENT
PSP & Task 26-07-04 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

DISTRACTED DRIVING ENFORCEMENT
PSP & Task 26-04-04 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

PEDESTRIAN BICYCLE ENFORCEMENT
PSP &Task 26-06-04 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

SEATBELT MOBILIZATION
PSP & Task 26-01-04 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

IMPAIRED DRIVING MOBILIZATION
PSP & Task 26-07-11 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

DISTRACTED DRIVING MOBILIZATION
PSP & Task 26-04-11 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

E-CRASH EQUIPMENT
PSP & Task 26-03-06 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

SPEED EQUIPMENT
PSP & Task 26-02-04 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

EMERGENCY MEDICAL SERVICES
PSP & Task 26-10-04 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

COMMUNITY OUTREACH & BETTERMENT (COB) Grant
PSP & Task 26-09-03 402/IIAJ/Sup
ASSISTANCE LISTING NUMBER: 20.600
FAIN Number (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0

SAMPLE

State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner
Eddie Edwards, Assistant Commissioner
Steven R. Lavoie, Assistant Commissioner

Office of Highway Safety

John A. Clegg, Program Manager

NH OFFICE OF HIGHWAY SAFETY

GRANT AGREEMENT AMENDMENT NOTICE

_____

_____

_____

_____

Date:_____
Grant Agreement Title/Number: _____

The NH Office of Highway Safety is amending your _____original award amount from _____.

Upon your acceptance of this amendment, it shall be attached to and made a part of your department's current Federal Fiscal Year's grant agreement. Please refer to your Grant Agreement and Scopes of Work for any requirements, which will also apply to this amendment.

Adjustments:

Additional Project & Funds Awarded	Adjustment	Match Requirement
Total	$0.00	$0.00

Comments: Scope of Work Attached

SAMPLE

_____ _____ _____ _____
Signature and Title of Subrecipient 1 Date Signature and Title of Subrecipient 2 Date

Acknowledgment: State of New Hampshire, County of _____, on_____, before the undersigned officer, personally appeared the person(s) identified above, known to me (or satisfactorily proven) to be the person(s) whose name(s) is(are) signed above, and acknowledged that he/she executed this document in the capacity indicated above.

_____
Name, Title & Signature of Notary Public or Justice of the Peace

_____ _____
Robert L. Quinn, Commissioner, or Designee Date
NH Department of Safety

Approval by Attorney General (Form, Substance and Execution) (if G & C approval required By: _____
Assistant Attorney General, On:_____