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

FEMA

FEMA-STATE AGREEMENT
FEMA-4026-DR-NH

On September 3, 2011, the President declared that a major disaster exists in the State of New Hampshire. This declaration was based on damage resulting from Tropical Storm Irene beginning on August 26, 2011, and continuing. This is the FEMA-State Agreement for this major disaster, designated FEMA-4026-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44.

1. No Federal assistance under the Stafford Act shall be approved unless the damage or hardship to be alleviated resulted from the major disaster that took place beginning on August 26, 2011, and continuing; except that reasonable expenses that were incurred in anticipation of and immediately preceding such event may be eligible.

2. Federal assistance under the Stafford Act and this Agreement shall be limited to the following areas of the State and such additional areas as may be subsequently designated by FEMA:

> Carroll, Coos, Grafton, and Merrimack Counties for Public Assistance. Direct federal assistance is authorized.
>
> All counties in the State of New Hampshire are eligible to apply for assistance under the Hazard Mitigation Grant Program.

3. Any Federal funds provided under the Stafford Act for Public Assistance will be limited to 75 percent of total eligible costs in the designated area.

4. Funds are available on a 75 percent Federal cost share basis for hazard mitigation measures that could substantially reduce the risk of future damage, hardship, loss or suffering in any areas designated for hazard mitigation within the State, subject to meeting the local mitigation plan requirement at 44 C.F.R. 201.6 and 206.434(b)(1). Total Federal contributions are based on the estimated aggregate grant amount to be made under the Stafford Act for this disaster (less any associated administrative costs), and shall be: 15 percent for the first $2,000,000,000 or less of such amounts; 10 percent of the portion of such amounts over $2,000,000,000 and not more than $10,000,000,000; and 7.5 percent of the portion of such amounts over $10,000,000,000 and not more than $35,333,000,000.

5. Pursuant to 44 C.F.R. § 206.208, if direct Federal Assistance is requested by the State, the Governor certifies that the State will: 1) provide without cost to the United States all lands, easements, and rights-of-ways necessary to accomplish the approved work; 2) hold and save the

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United States free from damages due to the requested work, and shall indemnify the Federal Government against any claims arising from such work; 3) provide reimbursement to FEMA for the nonfederal share of the cost of such work; and 4) assist the performing Federal Agency in all support and local jurisdictional matters.

6. Pursuant to Sections 403 and 407 of the Stafford Act, 42 U.S.C. §§ 5170b and 5173, if debris removal is authorized, the State agrees to indemnify and hold harmless the United States of America for any claims arising from the removal of debris or wreckage for this disaster. The State agrees that debris removal from public and private property will not occur until the landowner signs an unconditional authorization for the removal of debris.

7. Attached and also made a part of this Agreement are:

Exhibit A, State Certification Officers (A list of State officials authorized to execute certifications and otherwise to act on behalf of the State)

Exhibit B, General Conditions

Exhibit C, Disaster Grant Agreement Articles

8. This Agreement may be amended at any time by written approval of both parties.

Agreed:

Governor

Date: Sept. 6, 2011

Federal Coordinating Officer

Date: 6 Sept. 2011

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EXHIBIT A

STATE CERTIFICATION OFFICERS

1. The Governor hereby certifies that Christopher M. Pope is the Governor's Authorized Representative (GAR) empowered to execute on behalf of the State all necessary documents for disaster assistance, including approval of subgrants and certification of claims for Public Assistance. Michael J. Poirier is the Alternate Governor's Authorized Representative and is similarly empowered. Their specimen signatures follow:

GAR	Alternate GAR
Christopher M. Pope	Michael J. Poirier

2. The Governor's Authorized Representative, named above, is responsible for State performance of hazard mitigation activities under this Agreement and, further, Lance Harbour is designated the State Hazard Mitigation Coordinator for the purposes of such hazard mitigation activities.

3. The Governor hereby certifies that Michael Poirier and Cynthia J. Richard are the State Coordinating Officer (SCO) and Alternate State Coordinating Officer, respectively, who will act in cooperation with the Federal Coordinating Officer under this declared major disaster.

4. The Governor hereby certifies that Christopher M. Pope is the representative of the State authorized to receive donations or loans of surplus property on behalf of the State and to execute certification, agreements, and other necessary documents with regard thereto.

5. The Governor hereby certifies that Christopher M. Pope is the official of the State authorized to execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of Federal disaster assistance are in full compliance with FEMA nondiscrimination regulations (located at 44 C.F.R. Part 7).

6. The Governor hereby certifies that Michael J. Poirier is the official of the State who will execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of Federal disaster assistance are in compliance with the General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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EXHIBIT B

GENERAL CONDITIONS

FEMA and the State agree to take measures to deliver assistance to individuals, households, and governments as expeditiously as possible, consistent with Federal laws and regulations. To that end, the following terms and conditions apply:

1. Federal assistance will be made available, within the limits of funds available from Congressional appropriations for such purposes, in accordance with the Stafford Act, Executive Orders 12148, as amended, and 12673, and applicable regulations found in Title 44 of the Code of Federal Regulations (CFR), and applicable policy and guidance.

2. If necessary because of limited funds, FEMA will give first priority to assistance for individuals and households, emergency work for protection of public health and safety, and administrative costs for managing the disaster program. Public assistance recovery claims, hazard mitigation, and fire management assistance will be paid when, and if, funds become available and will be provided on a first come, first serve basis.

3. Pursuant to the regulations, the State agrees to be the grantee for all grant assistance provided under the Stafford Act, with the exception of the Individuals and Households Program – Other Needs Assistance when it is administered under the FEMA option. The State agrees to comply with the requirements of laws and regulations found in the Stafford Act and 44 CFR. The State hereby waives any consultation process under Executive Order 12372 and 44 CFR Part 4, for grants, loans, or other financial assistance under the Stafford Act for this major disaster.

4. Within his/her authorities, the Governor shall ensure, through the State agency responsible for regulation of the insurance industry, that insurance companies make full payment of eligible insurance benefits to disaster victims and other recipients of Federal disaster assistance. The State also shall take all responsible steps to ensure that disaster victims are aware of procedures for filing insurance claims, and are informed of any State procedures instituted for assisting insured disaster victims. Further, the State shall take all actions necessary and reasonable to ensure that all recipients of Federal disaster assistance are aware of their responsibility to repay government assistance that is duplicated by insurance proceeds.

5. The State agrees, on its behalf and on behalf of its political subdivisions and other recipients of Federal disaster assistance, to cooperate with the Federal Government in seeking recovery of funds that are expended in alleviating the damages and suffering caused by this major disaster against any party or parties whose intentional acts or omissions may have caused or contributed to the damage or hardship for which Federal assistance is provided pursuant to the Presidential declaration of this major disaster.

6. The State agrees, on its behalf and on behalf of its political subdivisions and other recipients of Federal disaster assistance, to seek recovery of all funds that are expended in alleviating the damages and suffering caused by this major disaster against any party or parties

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whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which Federal assistance is provided pursuant to the Presidential declaration of this major disaster. FEMA will treat such amounts as duplicated benefits available to the Grantee in accordance with 42 U.S.C. § 5155 and 44 C.F.R. § 206.191.

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EXHIBIT C

DISASTER GRANT AGREEMENT ARTICLES

ARTICLE I. The United States of America through the Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security (hereinafter referred to as "FEMA") or his/her delegate, agrees to grant to the State of New Hampshire (hereinafter referred to as the "Grantee") funds in the amount specified on the obligating document, to support the Grant Program authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), and activated in the FEMA-State Agreement for FEMA-4026-DR. The Grantee agrees to abide by and comply with: the grant terms and conditions as set forth in this document, all provisions of the State Administrative Plan for each disaster grant, and all conditions contained in the FEMA-State Agreement. These Grant Agreement Articles do not apply to the Individuals and Households Program – Other Needs Assistance, when it is administered under the FEMA or Joint Option.

ARTICLE II. This agreement takes effect at the time the FEMA-State Agreement is executed and remains in effect until the grant program(s) has been closed by FEMA. Refer to obligating documents for funding information.

ARTICLE III. The Grantee agrees to comply with all applicable laws and regulations, including but not limited to the following laws, regulations, and OMB circulars that govern standard grant management practices and are incorporated into this Agreement by reference. Due to the nature of grant administration following a Presidential declaration of a disaster or emergency, some variance from standard practice may be warranted upon determination by FEMA.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act)

Title 44 of the Code of Federal Regulations (CFR)), which includes Part 13, FEMA's implementation of OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

2 CFR Part 215	Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
2 CFR Part 220	Cost Principles for Educational Institutions (OMB Circular A-21)
2 CFR Part 225	Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2 CFR Part 230	Cost Principles for Nonprofit Organizations (OMB Circular A-122)

45 CFR Part 74	Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts With Hospitals.
48 CFR 31.2	Federal Acquisition Regulation, Contracts with Commercial Organizations.
OMB Circular A-133	Audits of States, Local Governments, and Non-Profit Organizations
31 CFR § 205.6	Funding Techniques
ASSURANCES	Submitted with the SF 424, Application for Federal Assistance

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

1. ASSURANCE COMPLIANCE: The certifications signed by the Grantee in the FEMA-State Agreement relating to maintenance of a Drug-Free Workplace, (44 CFR Part 17) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

2. CLOSE OUT:

   a. Reports Submission: Per 44 C.F.R. § 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial Performance or Progress Report; (2) Financial Status Report (SF 269) which has been now replaced by the Federal Financial Report (SF 425)or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

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

   c. Records Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 C.F.R. § 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 C.F.R. § 13.42.

3. CONSTRUCTION REQUIREMENTS: Prior to the start of any construction activity, the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

4. COPYRIGHT: The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive, and irrevocable right to

reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

5. COST SHARE: The Grantee shall follow the cost-sharing requirements in 44 C.F.R. § 13.24. Project cost-share shall be available with the approval of each project. Performance Period/Project Completion extensions shall not be approved for delays caused by lack of cost-share funding.

6. ENFORCEMENT: Enforcement remedies shall be processed as specified under 44 C.F.R. § 13.43 when the Terms and Conditions of this Cooperative Agreement are not met.

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

8. INSURANCE: In compliance with Pub. L. No. 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person who receives federal assistance for the repair, replacement, or restoration for damage to any personal, residential, or commercial property, at any time, must maintain flood insurance if the property is located in a Special Flood Hazard Area.

9. PAYMENT PROCESS: The Grantee shall be paid using the U.S. Department of Health and Human Services Payment Management System (HHS/Smartlink) provided the Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and Subgrantees. The Grantee commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting as per FEMA requirements, using the SF 269 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary recipient.

10. PERFORMANCE PERIODS:

    a. Program/Grant Award: All grant awards activities, including all projects and/or activities approved under each grant award, shall be completed within the time period prescribed in FEMA regulations and on the obligating documents.

    b. Extensions: Written request for an extension will include information and documentation to support the amendment and a schedule for completion. No subsequent grant agreements, monetary increase amendments, or time extension amendments will be approved unless all financial and performance reports have been submitted to the appropriate Regional Office. Extensions to performance periods shall be in compliance with program regulation timeframes. Extensions shall not be

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approved for delays caused by lack of cost-share funding. Only the FEMA Regional Administrator or Disaster Recovery Manager can approve exceptions to this policy.

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11. RECOVERY OF FUNDS:

a. The State will process the recovery of assistance through error, misrepresentation, or fraud, or if funds are spent inappropriately. A list of applicants/subgrantees from whom recoveries are processed will be submitted on the quarterly progress report to allow FEMA to adjust its program and financial information systems.

b. Adjustments to expenditures will be made as funding is recovered and will be reported quarterly on the Federal Financial Report.

c. The State will reimburse FEMA for the Federal share of awards not recovered through quarterly financial adjustments within the 90-day close out liquidations period.

d. All fraud identifications will be reported to the DHS Office of Inspector General and the State agrees to cooperate with any investigation conducted by the DHS Office of Inspector General.

e. The State shall reimburse FEMA the amount of funding recovered through the recapture of outstanding checks not claimed by recipients of assistance. The recovered funds shall be submitted to FEMA within 30 days from the expiration date printed on the check. A list of outstanding checks with check expiration dates shall be submitted to FEMA with the final progress/performance report.

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

13. REPORTS:

a. Federal Financial Report: The Grantee shall submit Federal Financial Reports, SF 425, to the FEMA Regional Office 30 days after the end of the first federal quarter following the initial grant award. (The Disaster Recovery Manager may waive this initial report.) The Grantee shall submit quarterly financial status reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30.

b. Performance Report:

1. If applicable, the Grantee shall submit performance/progress reports in compliance with each program identified under the FEMA-State Agreement to the FEMA Regional Office 30 days after the end of the first federal quarter following the initial grant award.

The Disaster Recovery Manager may waive the initial report. The Grantee shall submit quarterly performance/progress status reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30.

2. The quarterly performance/progress reports shall include a status of the project's completion, amount of expenditures, and amount of payment for advancement or reimbursement of costs for each project funded under each of the programs authorized under the FEMA-State Agreement.

c. Final Reports: The State shall submit a Final Federal Financial Report and Performance Report 90 days from each program's grant award performance period expiration date.

d. Enforcement: The Disaster Recovery Manager or the Regional Administrator may suspend drawdowns if quarterly reports are not submitted on time.

14. TERMINATION: Either the Grantee or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested, to the FEMA Regional Administrator/Disaster Recovery Manager or the Governor's Authorized Representative, as applicable. The Grantee's authority to incur new costs will be terminated upon arrival of the date of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the grant award will be commenced and processed as prescribed under Article IV.2.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 C.F.R. Part 17. The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or governmentwide suspension or debarment. (See 44 C.F.R. Part 17, and 2 CFR Part 3000.)

I. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

II. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with this grant:

Place(s) of Performance:

New Hampshire Homeland Security and Emergency Management
110 Smokey Bear Blvd.
Concord, Merrimack County, NH 03301

Christopher M. Pope, Governor's Authorized Representative
Name and Title of Authorized Representative

Signature

6/Sept/2011

Date

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CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 C.F.R. Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Christopher M. Pope, Governor's Authorized Representative
Name and Title of Authorized Representative

Signature

6/Sept/20k
Date