

AGENDA
BOARD OF SELECTMEN
August 2, 2023 AT 6:30 PM
Pembroke Town Hall, Paulsen Room

- I. CALL TO ORDER
- II. CITIZEN COMMENT
- III. SCHEDULED MEETINGS:
 - a. Chief Gagnon
 - a. Disposition of old airpaks
 - b. Tri Town approval to dissolve assets
 - b. Chief Gaskell
 - a. Request to purchase K9 equipment
 - b. Distracted driving grant
 - c. K9 Update
- IV. OLD BUSINESS:
 - a. Updated building permits on Class VI or private roads update (legal)
- V. NEW BUSINESS:
 - a. Manifest/Abatelements
 - b. Minutes 7/19/23
- VI. TOWN ADMINISTRATOR REPORT
- VII. COMMITTEE REPORTS
- VIII. OTHER/CITIZEN COMMENT
- IX. ADJOURN



5 Executive Drive
Hudson NH 03051
603.617.7178

Quote

To:

Pembroke Police Department-NH
247 Pembroke St.
Pembroke, NH 03275

From:

Shirley Breen
5 Executive Drive
Hudson, NH 03051
Phone: 603.617.7178

Summary

Total Amount:	\$5,535.00	Quote ID:	QUO-10829-S3Y5S2
Shipping Method:		Date:	7/18/2023
Payment Terms:		Expiration Date:	8/17/2023
Contract:			

Shipping Information

Ship To:	Bill To:
247 Pembroke St.	247 Pembroke St.
Pembroke, NH 03275	Pembroke, NH 03275

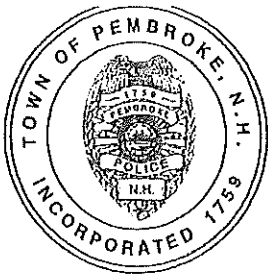
Vehicles

Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
2020 PIU- new K-9 Pembroke			2020		Ford PIU

Details

Product ID	Description	Quantity	Price	Sub Total
LABOR-DECOMMISSION	Remove partitions, prisoner seat & window bars	1.00	\$295.00	\$295.00
EZPF_INTERC.SUV2020	E/Z-Rider K9 Platform Unit for an Interceptor SUV 2020...125 aluminum body..Double walled front with bars for added protection..Mill finish aluminum for easy cleaning surface..Punched Grate style rear window for clear rear view..Punched Grate style ...	1.00	\$3,850.00	\$3,850.00
CUSTOMER ITEM	Install supplied K-9 Electronics	1.00	\$525.00	\$525.00
CUSTOMER ITEM	Install supplied EZVault	1.00	\$125.00	\$125.00
EZVAULT-INSTALLKIT	INSTALL KIT FOR EZVAULT 2023 FORD UTILTY	1.00	\$215.00	\$215.00
LABOR-INSTALLATION	Installation of K-9 unit	1.00	\$525.00	\$525.00

Total Tax	\$0.00
Total New Quote	\$5,240.00



Gary R. Gaskell
CHIEF OF POLICE

Dawn A. Shea
LIEUTENANT



**New Hampshire Department of Safety
Office of Highway Safety**

TOWN OF PEMBROKE

POLICE DEPARTMENT

247 Pembroke Street, Pembroke, NH 03275

Business: 603-485-9173

FAX: 603-485-4028

Dispatch: 603-485-3421

CLEO ACT EXEMPTION LETTER

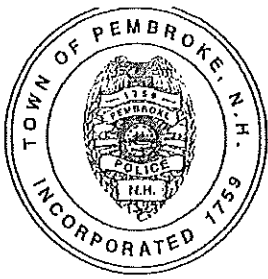
DATE:

TO: New Hampshire Office of Highway Safety

I have been asked by Chief Gary Gaskell of the Pembroke Police Department to advise you of our policy re: the Chief's position and overtime pay for additional duties/detail. While the Chief is salaried for his general duties, it is the practice and policy of the Town of Pembroke to permit the Chief to work additional details and to provide compensation based on his hourly rate/overtime rate, or the department's current detail rate, for additional hours above and beyond the normal working hours required to perform the duties of Police Chief. The Chief is salaried for 40 hours per week, and the expectation is that the Chief will log at least 40 hours of work for the Town before engaging in a detail, such as the NH Highway Safety Grant programs. It is also the practice of the department to provide an opportunity for all officers in the department to sign up for a given detail before the Chief signs up.

If you have any questions please feel free to contact me by telephone or email.

Sincerely,



Gary R. Gaskell
CHIEF OF POLICE

Dawn A. Shea
LIEUTENANT



**New Hampshire Department of Safety
Office of Highway Safety**

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CLEO ACT EXEMPTION LETTER

DATE:

TO: New Hampshire Office of Highway Safety

I have been asked by Lieutenant Dawn Shea of the Pembroke Police Department to advise you of our policy re: the Lieutenant's position and overtime pay for additional duties/detail.

While the Lieutenant is salaried for her general duties, it is the practice and policy of the Town of Pembroke to permit the Lieutenant to work additional details and to provide compensation based on her hourly rate/overtime rate, or the department's current detail rate, for any additional hours above and beyond the normal working hours required to perform the duties of Police Lieutenant. The Lieutenant is salaried for 40 hours per week, and the expectation is that the Lieutenant will log at least 40 hours of work for the Town before engaging in a detail, such as the NH Highway Safety Grant programs. It is also the practice of the department to provide an opportunity for all officers in the department to sign up for a given detail before the Lieutenant signs up.

If you have any questions please feel free to contact me by telephone or email.

Sincerely,

Dawn Shea

From: DOS: Highway Safety Mailbox <HWYSAFETYMAIL@dos.nh.gov>
Sent: Friday, July 21, 2023 11:02 AM
To: ggaskell@pembroke-nh.com; dshea@pembroke-nh.com
Cc: Clegg, John
Subject: PEMBROKE PD FFY24 Enforcement Patrols & Equipment Grant Agreement - ACTION NEEDED
Attachments: Grant Agreement Signature requirements.pdf; Pembroke PD FFY24 COMPLETE Local Patrol Enf & Equipment Grant Agreement 071423 COMBINED.pdf; PEMBROKE PD FFY24 PATROL ENFORCEMENT ORIGINAL APPLICATION w edits and locked 071423.xlsm
Importance: High

Greetings,

We are pleased to be sending out your Office of Highway Safety Grant Agreement for FFY24 that you will find attached in PDF format. This Grant Agreement comes with fillable fields and allows for electronic signatures. We require electronic signatures to be date and time stamped, in order to be accepted. However, if your agency's internal processes requires hand signatures, please print the contract out to facilitate that. Please note, at this time you are not required to have a Notary or Justice of the Peace sign off on the grant agreement, but if one is available please have sign.

Also attached is the approved enforcement patrols Application and/or equipment applications for your records.

Please review the grant agreement in its entirety to verify all information is correct, sign and return it back to me for final approval by Commissioner Quinn, or Designee. Once Commissioner Quinn, or Designee has signed the grant agreement, I will scan and email you the final approved grant agreement.

You will need to execute each action item indicated below. Please note that all incomplete contracts will be returned to you. More importantly, **PLEASE DO NOT BEGIN YOUR PROJECTS or PURCHASE ANY EQUIPMENT** until you have received your signed final approved grant agreement which **begins on 10/01/2023, or if signed after** to allow you to begin conducting enforcement patrols, or conducting the Community Outreach and Betterment (COB) Grant pilot project, or the purchasing of any equipment.

Action items to be completed on your Office of Highway Safety Grant Agreement FFY2024;

1. First page review information and subrecipient signatures needed. A signature is required in Section 1.11 and then the name and title of the signer in Section 1.12, such as the Chairman of Selectmen, Town/City Manager, Mayor, County Commissioners, or whoever has legal authority to enter into a grant agreement. *Please see attached PDF document outlining as to whom is approved to sign the grant agreement.*
2. Review the state and federal language on pages 2-21. The authorized subrecipient is required to complete and sign on the bottom of page 21.
3. Review information within Exhibit A and B of the Grant Agreement on pages 22-25. The authorized subrecipient is then required to complete and sign on the bottom of that section on page 25.

4. Review each Scope of Work page, related to each of your awarded projects. The authorized subrecipient is then required to initial and date at the bottom of each page where indicated.
5. Copy of draft Town/City/County Meeting Minutes or Certificate of Vote showing all required parties voted with signature approval from all or the Town Manager, Chairman of the Board of Selectmen, County Commissioners, accepting this grant and showing the amount of the grant being awarded.

Again, due to the ability to accept electronic signatures, we no longer require a hard copy to be mailed to our office. So once all the above-required action items are completed, please email your contract to HWYSAFETYMAIL@DOS.NH.GOV

Lastly, if you have been chosen to be part of the Community Outreach & Betterment (COB) Grant pilot project, your approved grant agreement will then be emailed back to you with all the supporting COB materials required in the scope of work.

If you have any questions regarding this or need assistance, please feel free to contact either one of us directly.

Thanks,

James and Stephen



#GetHomeSafely
#CrashNotAccident

James Gilbert

Highway Safety Field Rep

New Hampshire Department of Safety
33 Hazen Drive Room 208
Concord, NH 03305
Office: 603-271-2131
Direct: 603-271-2021
Email: James.M.Gilbert@dos.nh.gov

Stephen Fisher

Highway Safety Field Rep

New Hampshire Department of Safety
33 Hazen Drive Room 208
Concord, NH 03305
Office: 603-271-2131
Direct: 603-271-6708
Email: Stephen.C.Fisher@dos.nh.gov

Highway Safety Public Survey: <https://www.surveymonkey.com/r/OHS-FLIER>

Highway Safety Media Toolbox: <https://www.trafficsafetymarketing.gov/>

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by law. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited and may be subject to criminal prosecution. If you have received this e-mail in error, please immediately notify me by telephone at (603) 271-2131.

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

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

GENERAL PROVISIONS

Grant Agreement Title: Pembroke PD Highway Safety Grant

Grant Agreement #: 24-147

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 Pembroke Police Department		1.4. Subrecipient Address 247 Pembroke St Pembroke, NH 03275	
Chief of Police Name: Gary Gaskell		Chief of Police email: ggaskell@pembroke-nh.com	
Grant Contact Name: Lt Dawn Shea		Grant Contact's email: dshea@pembroke-nh.com	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) Town Government		1.4.2 UEI # H5TRRKY7DHL1 Exp Date: 03/08/2024	
1.5. Subrecipient Phone # 603-340-5457	1.6. Effective Date 10/01/2023	1.7. Completion Date 09/30/2024	1.8. Grant Limitation \$ 6,600.00 (Total amount of Federal funds obligated to the Subrecipient (<u>2</u> CFR § 200.331(a)(1)(viii))
1.9. Grant Officer for State Agency Stephen Fisher/James Gilbert		1.10. State Agency Telephone Number 603-271-6708/603-271-2021	
"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: / /			

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 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, sub grantee, 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.

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 intent 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.

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:

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. 4011, Pub. L. 114-94
- 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

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrcs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRG.gov for each sub- grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- Unique entity identifier (generated by SAM.gov);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

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;
 - **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
 - **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal government); and
1. **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

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 (e) 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
 - 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.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will 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 a 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;
 - 4) The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c 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;
 - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination;
 - 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;

- f) Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

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 Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary 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 inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary 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," provided by the department or agency entering into this 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.
8. 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/>).
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

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.
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.

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.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers,

please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands. (23 U.S.C. 402(b)(1)(F))
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

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

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of 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 other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest.

Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases –*

(i) *Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in

accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
- (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
- (C) For public institutions, a higher threshold consistent with State law.

(v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases –*

(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
- (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

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

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.340 Termination

(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
- (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.

(c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—

- (i) Has exhausted its opportunities to object or challenge the decision, see § 200.342; or
- (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

- (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
- (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a

disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.344 and 200.345.

§ 200.414 Indirect (F&A) costs.

(a) **Facilities and administration classification.** For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the "Administration" category; for IHEs, they are included in the "Facilities" category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

(b) **Diversity of nonprofit organizations.** Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) **Federal Agency Acceptance of Negotiated Indirect Cost Rates.** (See also § 200.306.)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in paragraph (c)(3) of this section.

(2) The Federal awarding agency head or delegate must notify OMB of any approved deviations.

(3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates.

(4) As required under § 200.204, the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under paragraph (e)(1) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity.

(d) Pass-through entities are subject to the requirements in § 200.332(a)(4).

(e) Pass-through entities are subject to the requirements in § 200.332(a)(4).

(1) Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

(3) Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200—Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200—Hospital Cost Principles.

(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which

may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time

(g) Any non-Federal entity that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

(h) The federally negotiated indirect rate, distribution base, and rate type for a non-Federal entity (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, 25 U.S.C. 450b(1)) must be available publicly on an OMB-designated Federal website.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49563, Aug. 13, 2020]

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

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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:

Signors Title:

EXHIBIT A

OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT PATROLS	\$1,600.00	\$400.00
DUI ENFORCEMENT	\$0.00	\$0.00
DISTRACTED DRIVING	\$1,600.00	\$400.00
PEDESTRIAN BICYCLE	\$0.00	\$0.00
JOIN THE NH CLIQUE	\$850.00	\$212.50
DRIVE SOBER OR GET PULLED OVER	\$1,700.00	\$425.00
U DRIVE, U TEXT, U PAY	\$850.00	\$212.50
E-CRASH EQUIPMENT (MDT)	\$0.00	\$0.00
E-CRASH EQUIPMENT (Printers/Scanners/Receivers/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 (Fire Extrication Equipment)	\$0.00	\$0.00
Community Outreach & Betterment (COB) Grant	\$0.00	\$0.00
Total <small>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).</small>	\$ 6,600.00	\$1,650.00

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
Budget period (new) – 10/01/2023 to 09/30/2024
Is This a Research and Development Project: NO

EXHIBIT B
GRANT REQUIREMENTS AND INFORMATION

- Officers 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 officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers 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 summons in pursuance of the department's obligation associated with the grant.
- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer 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 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 not count such hours as hours worked on a Highway Safety Grant.
- Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the enforcement patrols. Part-time officers will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the 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 HS200 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 (HS-200).
- 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.

Reimbursement Schedule and Required Paperwork

- 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 (HS-100 QSR) for each project;
 5. Patrol Activity Reports (HS-200) for each project; and
 6. Updated Grant Application/Performance Tracking Tool (App/PTT)
- Equipment reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1). Note: if submitting equipment reimbursement along with overtime enforcement patrol reimbursements only one (1) Reimbursement Request Cover Letter (HS-1) shall be submitted.
 2. Copy of the detailed equipment invoice (with all Serial #'s);
 3. Match Tracking Form (HS-22);
 4. Copy of Cancelled Check; and
 5. Final Equipment Report (HS-8E) (with all Serial #'s)

- 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.

SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (A) 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.
- (B) 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.

CASH MANAGEMENT

Cash draw-downs 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 draw-downs 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.

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:

Project Titles, PSP & Task, ALN, and FAIN Numbers (FFY24)
SPEED ENFORCEMENT PATROLS PSP & Task 24-02-04 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
SPEED EQUIPMENT PSP & Task 24-02-04 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
DUI ENFORCEMENT PSP & Task 24-07-04 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
DISTRACTED DRIVING PSP & Task 24-04-04 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
PEDESTRIAN BICYCLE PSP & Task 24-06-04 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
JOIN THE NH CLIQUE PSP & Task 24-01-04 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
DRIVE SOBER OR GET PULLED OVER PSP & Task 24-07-11 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
U DRIVE, U TEXT, U PAY PSP & Task 24-04-11 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
E-CRASH EQUIPMENT (MDT) PSP & Task 24-03-06 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
E-CRASH EQUIPMENT (Printers/Scanners/Receivers/C.A.R. Equipment/C.A.R. Training) PSP & Task 24-03-06 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
EMERGENCY MEDICAL SERVICES (Fire Extrication Equipment) PSP & Task 24-10-03 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0
COMMUNITY OUTREACH & BETTERMENT (COB) GRANT PSP & Task 24-09-03 FAST Act 402/Bil/Sup ASSISTANCE LISTING NUMBER: 20.600 FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

Scope of Work

SPEED ENFORCEMENT

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the Speed overtime enforcement patrols should support the problem statement identified in your grant application.
- Speed enforcement 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 (HS-200). 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 OHS has an expectation that Departments 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 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 on note section of the HS-200/Patrol Activity Report.
- To maximize grant funding, 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 HS-200 Patrol Activity Report.
- The NHOHS Highway Safety Commander may, and in their prolonged absence, 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.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Scope of Work

Distracted Driving Enforcement

Distracted Driving 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. For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations, as well as time and days, of the distracted driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- Distracted Driving enforcement 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 (HS-200). 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 OHS has an expectation that departments 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 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. Note: When conducting Distracted Driving enforcement patrols using a spotter technique (one officer in a cruiser and one officer outside the cruiser), 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).
- To maximize grant funding, patrols must consist of one grant-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 a cruiser and one officer outside the cruiser), is allowed when a department is conducting strategic Distracted Driving patrols.
- 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 HS-200 Patrol Activity Report.
- The NHOHS Highway Safety Commander may, and in their prolonged absence, 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 location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Scope of Work

High Visibility Mobilizations

Departments have an allowable budget to conduct overtime enforcement during each of the time periods listed below. Unspent funds from a campaign period cannot be rolled over into any other enforcement activity.

Grant-funded overtime enforcement activity shall occur on the required dates and primary enforcement efforts should be project specific; departments are encouraged to use their own internal data to conduct enforcement activity in their community hotspots.

The OHS has an expectation that Departments 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 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 on note section of the HS-200/Patrol Activity Report.

NOTE: Please e-mail your Field Representatives at HWYSAFETYMAIL@dos.nh.gov, *in advance*, if a mobilization effort will not be conducted.

Join the NH Clique Enforcement Patrols- \$850 total: The purpose of this 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. 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. Officers conducting the "Join the NH Clique Patrols", are highly recommended to complete an Online training course; "Child Passenger", sponsored by Police Standards and Training.

- **Required Dates:**
 - One 3-4 hour patrol conducted on kickoff day - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 3rd Quarter*

Drive Sober or Get Pulled Over-\$850 each: The purpose of these **two** mobilizations will focus on the apprehension of the impaired driver. Unspent funds from the first DSOGPO campaign may be rolled over to the second DSOGPO campaign.

- **\$850- Required Dates of the first mobilization:**
 - One 3-4 hour patrol conducted on kickoff day - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 1st Quarter*
- **\$850- Required Dates of the second mobilization:**
 - One 3-4 hour patrol conducted on kickoff day - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 4th Quarter*

U Drive, U Text, U Pay-\$850 total: The purpose of this mobilization is to enforce 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.

- **Required Dates:**
 - One 3-4 hour patrol conducted on kickoff day - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 3rd Quarter*

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____



New Hampshire Office of Highway Safety Traffic Enforcement Patrols Grant Application

Introduction

FFY24

*Welcome to the New Hampshire Office of Highway Safety (NHOHS)
Traffic Enforcement Patrols Grant Application*

*This Excel based workbook serves as your New Hampshire Office of Highway Safety (NHOHS)
Grant Application.*

*This application will allow you to provide us with a Problem Statement and Proposed Solution
and set highway safety goals and objectives. We believe this will assist your agency in your
efforts to reduce crashes and serious bodily injuries within your community.*

*As always, please feel free to contact your New Hampshire Office of Highway Safety Field
Representatives @ 603-271-2131 if you should have any questions about this workbook-
application. We can also schedule a virtual teams meeting or setup an in person visit for us to
assist you.*

24-147

Next Page 

IMPORTANT NEW HAMPSHIRE OFFICE OF HIGHWAY SAFETY GRANT HIGHLIGHTS

Please visit the *New Hampshire Office of Highway Safety website to view publications, videos, or to obtain necessary forms.*

Print This Page

<https://www.nh.gov/hhsafety/publications/index.htm>

There is an expectation of at least 3 documented stops per hour on NHOHS grant funded patrols.

If less than three documented stops are made during a grant funded patrol, note any extenuating circumstances on the HS-200 Patrol Activity Report. "Data reported may be utilized to determine grant eligibility".

All contacts on a grant funded patrol must be documented, even if a verbal or written warning is issued.

Grant funded patrols are reimbursed at 1.5 hourly rate, not detail rate.

Part time officers will be reimbursed at straight time only.

If your department is unable to meet a mandatory mobilization patrol date you must notify your Field Representative via email.

Modifications to grant funded patrol parameters can be requested for extenuating circumstances. Please email your request to your Field Representative.

The NHOHS / Police Standards and Safety Certification courses; "Pedestrian Bicycle Laws" and "Child Passenger Safety" are required to be completed prior to working any Ped/Bike grant or Join The NH Clique grant patrols or said patrols will not be reimbursed. These courses only have to be taken once by the officer if they will be working any current or future Ped/Bike grant or Join The NH Clique grant.

Only 1 officer per cruiser will be reimbursed for grant funded patrols.

Keep an eye on the calculation formulas on the HS-20 Payroll Form, retirement rates can vary by department and employee. It's also possible that part time officers may have different deductions than full time officers.

For each person listed on the HS-20 Payroll Form, there needs to be a matching HS-200 Patrol Activity Report.

Any match claimed on your grant cannot be funded from another federal source.

One HS-100 Quarterly Summary Report is needed for each of your projects.

The "reimbursement clock" stops if your officer is pulled away from an NHOHS grant-funded enforcement patrol due to being dispatched to an unrelated call and starts again when the grant patrol is resumed.

If processing time for an arrest exceeds the scheduled patrol hours the additional time may be considered for reimbursement based on supporting documentation and individual circumstances.

The "vehicles checked for child restraint violations" count on the HS-200 Patrol Activity Report should generally equal the "number of vehicles stopped" count during the grant funded patrol(s).

For the purposes of NHOHS grants, if a Police Chief works any NHOHS grant funded patrols there must be a CLEO Waiver letter on file with the NHOHS. The CLEO Waiver letter is in effect for the duration of the Police Chiefs tenure. If you need a CLEO template, please contact your NHOHS Field Representative.

Highest ranking officer must sign off on the HS-200 Patrol Activity Reports including the Chief of police.

Match amount is calculated based on whatever grant funds your agency expends not the entire amount originally awarded.

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NHOHS Traffic Enforcement Patrols Grant Application

General Information

24-147

The grant awards below represent the *maximum award amounts* for each project that your agency has qualified for. These maximum award amounts have been determined by data driven calculations specific to your community. Please complete the requested information below in the blue boxes and blue boxes with *drop-downs*.

PROJECT	GRANT AMOUNT
SPEED	\$1,600.00
DUI	\$0.00
DISTRACTED DRIVING	\$1,600.00
PEDESTRIAN BICYCLE	\$0.00
MOBILIZATIONS	\$3,400.00
TOTAL GRANT AMT	\$6,600.00

Agency Name

PEMBROKE POLICE DEPARTMENT

Agency Address

247 Pembroke Street Pembroke, NH 03275

Police Chief's Name Chief Gary Gaskell

Police Chief's E-Mail ggaskell@pembroke-nh.com

Grant Point of Contact Lieutenant Dawn Shea

Grant Contact Phone 603-340-5357

Grant Contact Email dshea@pembroke-nh.com

UEI Number & SAMS Exp. Date
(screenshot must be provided)

H5TRRKY7DHL1

MARCH 8 2024

Community Population 7,480

Total Sworn LEO's in Department 11

Number of LEO's Available to Participate in
Grant Patrols 11

Do you accept the maximum award amounts
offered above? NO

Please indicate project and lesser amount
desired or decline. SPEED \$1,600.00

Please indicate project and lesser amount
desired or decline.

Please indicate project and lesser amount
desired or decline. DISTRACTED DRIVING \$1,600.00

Please indicate project and lesser amount
desired or decline.

Please indicate project and lesser amount
desired or decline. MOBILIZATIONS \$3,400.00

Maximum aggregate match for all awards

\$1,650.00

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NHOHS Traffic Enforcement Patrols Grant Application

Historical Data

	<u>CALENDAR YEAR</u>		
<u>Fatalities</u>	2020	2021	2022
<i>Total Fatalities</i>	1	1	2
<u>Serious Bodily Injuries</u>	2020	2021	2022
<i>Total Bodily Injuries</i>	18	28	27
<u>Crashes</u>	2020	2021	2022
<i>Total Crashes</i>	92	128	128

Please enter in the calendar year data into the chart above. Based on the statistical data you provided for your community, below identify your specific traffic safety problem(s) as well as a brief summary of how you plan to address these issues utilizing each grant project you have been awarded. On the next page you will outline your goals and objectives toward addressing your community's problem(s).

Problem Statement

Over the past several years, the Town of Pembroke has seen a slow but steady population increase. In addition, the amount of commuter traffic has increased significantly as people utilize major roads in town such as Pembroke St., North Pembroke Rd., Sheep Davis Rd., Route 28, etc. as the main routes through town. As traffic has increased, we have noticed a steady increase in the use of side roads to avoid some of the heavier traffic. These lesser traveled roads generally have a lower speed limit than the more major roads, yet they are being traveled as if they were main roads. This has resulted in an increase in the number of speeding complaints and motor vehicle crashes on some lesser-traveled roads. Some of the roads impacted have been 4th Range Rd., Borough Rd., Cross Country Rd., Whittemore Rd., Buck St., and Academy Rd. In addition, the increase in traffic (and speed) on the main roads has also increased, resulting in a higher number of crashes than in years past.

Proposed Solution

Extra grant funds will allow us to deploy additional units, dedicated to conducting focused patrols in the above-listed problem areas, in an effort to reduce the overall number of crashes, the number of crashes with injury, and the number of fatalities on the streets/roads in town.

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NHOHS Traffic Enforcement Patrols Grant Application

Goals and Objectives

This page gives you the opportunity to enter goals and objectives for the upcoming grant year(s). While the ultimate goal of these grants is to reduce crashes, fatalities and serious bodily injuries, there is also the option to select objectives that offer interim steps to reach these outcomes.

All departments are required to work grant funded Highway Safety Enforcement patrols during high crash times at high crash locations. DUI enforcement patrol locations should be supported by your local DUI data.

To input a goal or objective, fill out all the blue boxes for a particular goal type, and then click the "Add goal" button for that goal type. In some blue boxes, a drop down menu is provided for you to select an option. Once a goal and/or objective is added, you may review and edit these items at the bottom of the page. You may also create your own additional goals and objectives in this area.

Add a New Goal

Enforcement in High Crash Locations at High Crash Times

In 2024 we plan to conduct at least 85% of our enforcement at high crash locations at high crash times.

Goal is already added

Crash Reduction

In 2024 we plan to reduce overall crashes throughout town by 10% in our community from 128 to 115 crashes.

Fatality Reduction

In 2024 we plan to reduce fatal crashes by 100% in our community from 2 to 0 fatalities.

Injury Reduction

In 2024 we plan to reduce motor vehicle crashes with serious bodily injury by 15% in our community from 27 to 23 injuries.

Add a New Objective

Enforcement

In 2024 we plan to conduct 10 speed and distracted driving enforcement operations.

Training

In [Year] we plan to increase the amount of by in our community from to 0 officers/troopers.
In [Year] we plan to send officers/troopers to training.

Collaboration and Community Engagement

In [Year] we plan to increase the amount of collaborative details with other law enforcement agencies by from to 0 .

Communications

In 2024 we plan to increase the amount of Facebook posts/Instagram posts by 100% from 0 to 26 .

Miscellaneous Measures

In [Year] we plan to increase the pass rate of compliance checks by in our community from to 0% .
In 2024 we plan to decrease the observed average speed in one of the five identified problem location(s) by 15% from 45 to 38 miles per hour.
In [Year] we plan to increase our seatbelt compliance rate by from to 0% .

Review and/or Edit Selected Goals and Objectives

Enforcement in High Crash Locations at High Crash Times: In 2024 we plan to conduct at least 85% of our enforcement at high crash locations at high crash times.

Crash Reduction: In 2024 we plan to reduce overall crashes throughout town by 10% in our community from 128 to 115 crashes.

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Back

Town of Pembroke Policy
Building Permits on Class VI or Private Roads

1. Purpose and Intent

Under RSA 674:41, the Board of Selectmen has the discretion to authorize the issuance of building permits on Class VI or private roads within the Town, after review and comment by the Planning Board.

The Board of Selectmen has adopted these guidelines to help guide the decision-making process when presented with such an application. It is emphasized that the Board of Selectmen will consider any factor relevant to the authorization of a building permit in a particular case. Therefore, this statement of guidelines is not intended to be an exhaustive list of considerations, but to be a guide for both the Board of Selectmen and applicants for such building permits.

The New Hampshire Supreme Court has said that one of the purposes of RSA 674:41, I(c) is to prevent scattered and premature development; that the decision of whether to allow building on Class VI roadways or private roads is a major policy decision; and that unrestricted building can have a major impact on the Town's budget if the Town is forced to subsequently upgrade substandard, unmaintained roads. The Board is mindful that development along a Class VI or private road may tend to drain existing Town services and force increased costs to the Town to provide additional services. It is therefore the purpose of these guidelines to minimize development along Class VI and private roads. It is also the purpose of these guidelines to ensure that any structures built on Class VI or private roads are reasonably accessible to emergency vehicles twelve months each year. In that way, the safety and property of people occupying or using those structures will not be unreasonably placed at risk, nor will the safety of emergency response personnel, or their vehicles and equipment, be unreasonably endangered.

2. Application

Every application to the Board of Selectmen requesting that the Board authorize the issuance of a building permit on a Class VI or private road shall be made in writing and accompanied by a map drawn to scale showing:

- a. The location and the size of the lot and its relation to the Class VI or private road providing access, and the distance to the intersection with the Class V or better road which gives access to the Class VI or private road;
- b. The specific location of all proposed and existing structures;
- c. The location and length of the driveway giving access to the structures from the Class VI or private road;
- d. Existing features along the length of the Class VI or private road from the proposed structure to the intersection with the Class V or better road providing access;
- e. Proposed improvements to the Class VI or private road;
- f. Any other information which the Board of Selectmen may reasonably require.

3. Criteria to Be Considered

The Board of Selectmen may authorize a building permit upon a Class VI or private road only when it is demonstrated by an applicant, and determined by the Board of Selectmen, that issuance of the permit will not have a negative impact upon the Town and that the Class VI or private road in question provides safe, sufficient, and adequate all-season access. The Board of Selectmen should evaluate applications, in consultation with the Planning Board, using the following criteria (as well as any other criteria they deem relevant):

- a. Conditions of the Class VI or Private Road:
 - whether the road has adequate drainage,
 - whether the grade is suitable to handle increased development and use,
 - whether the surface is suitable for increased use and/or weight, including by public safety personnel, and
 - whether public safety personnel, vehicles and/or equipment would have difficulty reaching the property, creating increased risks to those occupying or using the proposed structure(s) as well as increased risk to the responding public safety personnel, vehicles, or equipment.
- b. The nature, condition and grade of the Class VI or private road from its intersection with a Class V or better road to the driveway of the subject property.
- c. Length of travel to reach the nearest intersection with a Class V or better road (see Section 4 below).
- d. Conditions of connecting roads and intersections: whether they are adequate to handle increased traffic.
- e. Whether issuance of the building permit would tend to distort the Town's official map or Master Plan.

4. Distance to Class V Road

No building permit will be authorized if the driveway access to the principal structure from the Class VI or private road begins more than two hundred (200) feet from the intersection of the Class VI or private road and the Class V or better road giving access. Applications that meet the 200 feet distance will not automatically be approved as this is but one criterion to be considered.

The Board of Selectmen may consider waiving the 200 feet distance:

- i. Where the deviation from the 200 feet distance is insignificant and the Board finds the issuance of the permit is not contrary to the spirit and intent of this policy; *or*
- ii. Where the applicant proposes to physically bring the relevant portion of the Class VI or private road up to the Town's Class V standards; and
- iii. The Board requires the applicant to properly maintain the improved portion of the Class VI or private road; and
- iv. The Board finds that the issuance of the building permit is not contrary to the spirit and intent of this policy.

5. Improvements to Class VI or Private Roads

- a. Before beginning any work within the limits of the Class VI road (including the traveled way and any shoulders, drainage structures, or associated areas), the applicant must obtain written permission from the Board of Selectmen pursuant to RSA 236:9-:11, and shall be subject to the penalties provided by RSA 236:14 and any other applicable statute or ordinance for failure to secure or comply with the terms of that permit. This requirement for permission shall not apply to private roads.
- b. When a Class VI or private road is to be brought "to Class V standards," the standards to be met are those set out in the Town's Subdivision Regulations.
- c. At a minimum, the Board of Selectmen shall require the following standards in all seasons for the Class VI or private road providing access to the property, from the intersection with the Class V road providing access to the driveway of the subject property:
 - A traveled way width of at least 20 feet;
 - A height clearance of at least 13.5 feet;
 - A grade of no more than 12%; and
 - A suitable driving surface to accommodate the weight of fire apparatus or other emergency vehicles.
- d. The Board of Selectmen will require that the proper completion of the improvements be secured by providing to the Town security in a form and amount to be determined by the Board of Selectmen.
- e. The Board of Selectmen will also require that all such work, whether to Class V standards or some other standard, be completed to the satisfaction of the Department of Public Works.
- f. Any action taken by the Board of Selectmen on an application shall not be deemed a representation or certification as to the location of the Class VI traveled way within the public easement and shall have no bearing on any private rights of abutting land owners and/or claims of encroachment.

6. Notice to Be Recorded

Prior to the actual issuance of any building permit authorized by the Board of Selectmen for construction on a Class VI or private road, the applicant shall provide the Town with an executed notice to be recorded at the Merrimack County Registry of Deeds. The Town will have the notice recorded at the applicant's expense prior to issuance of the building permit. The notice shall include all of the following information:

- a. The property owner's name and contact information
- b. Description of the property (address and/or map and lot number)
- c. Book and Page number of the property owner's deed as it is recorded in the Registry
- d. Name of the Class VI or private road and the fact that it is a Class VI or private road
- e. Statement that the Selectmen, after review and comment by the Planning Board, adopted a policy under RSA 674:41 that allows building on Class VI or private roads under certain circumstances

- f. Statement referring to RSA 674:41, I(c) or I(d), as applicable, and RSA 231:93, that the Town of Pembroke has no legal duty to maintain the road (including plowing, grading, drainage, paving, etc.), nor does it assume or have any liability for damages resulting from the use of the road. Further, the statement should provide that municipal services such as police, fire, ambulance, school bus transportation, and others, may be unavailable at times.
- g. The owner agrees to these limitations of Town responsibility and liability, and the owner is responsible for any road improvements, maintenance, and/or repair work.
- h. For Class VI roads only: Prior to performing any road repair or maintenance work on a Class VI road, the owner will obtain approval of the Board of Selectmen or road agent under RSA 236:9. Describe, if any, the types of work the owner has standing written permission from the Town to perform, together with any conditions.
- i. For Class VI roads only: The road is a public highway and the owner shall not prohibit unauthorized use
- j. For Class VI roads only: Pursuant to RSA 41:11, the Board of Selectmen retains full authority to regulate the public use of the road, including the owner/applicant's use, and the installation of unlocked gates or bars.
- k. Witnessed signatures of the owner(s) and the Board of Selectmen.

7. Effect of Approval/Occupancy Certificate

A decision by the Board of Selectmen to authorize the building permit does not relieve the applicant from compliance with any other applicable law, ordinance, or regulation, such as but not limited to, the Zoning Ordinance, State Building Code, State Fire Code, or Driveway Regulations. Notwithstanding a Board vote as described herein to authorize issuance of the building permit, the applicant must comply with all applicable ordinances and regulations to obtain a building permit. No Certificate of Occupancy will be issued by the Town of Pembroke until the requirements of road improvements, if any, under a permit issued pursuant to this policy have been satisfied and signed off on by the Board of Selectmen or their designee. If the building is occupied without a Certificate of Occupancy, the occupants and/or owner shall be subject to penalties according to all applicable Town ordinances and State laws.

Adopted: _____; effective immediately upon adoption.

Pembroke Board of Selectmen

Karen Yeaton

Sandy Goulet

Richard Bean

Rick Frederickson

**BOARD OF SELECTMEN
TOWN OF PEMBROKE, NH
July 19, 2023 at 6:30 PM**

DRAFT,

Present: Selectman Karen Yeaton, Selectman Richard Bean, Selectman Peter Gagy, Selectman Rick Frederickson, Selectman Sandy Goulet

Staff: Town Administrator David Jodoin

I. Call to Order:

Chairman Yeaton called the meeting to order at 6:33pm.

II. Citizen Comment

None

III. Scheduled Meetings

Christopher Bennet – Request to do work on a Class VI Roadway at 411-427 Seventh Range Road

Christopher Bennet recently purchased 411-427 Seventh Range Road and is seeking access to the property. The property will be used recreationally and not for a homestead. Christopher engaged McGillis Enterprises to look at the road and see what it would take to make it drive able. They advised there would need to be some brush cleared, 30yards of fill put in, and removal of some stumps. It would be for approximately 1,100 feet of the road.

Selectman Goulet asked if the company had checked with DES to see if anything is needed. Christopher stated he is unsure if the company did. Selectman Goulet asked if he has spoken with Town Emergency Services. David answered that he did. Fire did not have any comments. The Police Department drove out there from all directions and the road is rough traveling with serious washout along 7th Range. A cruiser and ambulance will not make it but a fire forestry truck would likely be able to. They can make it on foot and with 4-wheelers. This will cause a delay in response. DPW is in favor of the repairs being proposed provided the repairs are done properly. There is a culvert installation as part of the plan and that will require a permit from DES which will likely require engineered plans. All at the landowner's expense. The landowner would need to set up a contract with the Town Engineer to ensure that it done properly. David explained when other homeowners have done work on the road, they were required to have a reclamation bond in case the work was never completed. Legal suggested having this homeowner do the same. Selectman Goulet asked how much the previous bond was for. David explained it was much

higher than Christopher would need because that landowner had a much larger scope of work. The Engineer sets the bond amount from the engineered design plans.

Selectman Yeaton clarified the paved portion of road is town maintained. David answered it is but the Town would not be accepting responsibility for this new portion of the road. Selectman Yeaton would like to see the detailed plans to be sure everything is done correctly and on file.

David suggested having Mike Vignale the Town engineer look at the project and give a quote and some guidance. He can also give input on the reclamation bond.

Selectman Gagyí took a drive to look at the property and the road does drop off at the end and someone has put stones to stop erosion. Selectman Gagyí is concerned that the abutters may have issues with the culvert directing water to their property. The solution may be to have a culvert that runs down the side of the road so the water travels in the easement as opposed to on someone's property across the street.

Christopher will work with the engineers and David on the next steps.

IV. Old Business

David shared the lawyer has looked at the amended Cost Sharing Agreement with CPCNH and stated it is fine to move forward with.

Selectman Frederickson made a motion to approve the amendments to the Community Power Coalition of New Hampshire Joint Powers Agreement and to authorize the Town Administrator to sign the agreement. Selectman Yeaton seconded the motion. Motion passed 3-1. Selectmen Goulet voted no and Selectman Gagyí abstained.

Selectman Frederickson made a motion to authorize the Town Administrator to sign the Cost Sharing Agreement. Selectman Yeaton seconded the motion. Motion passed 3-1. Selectmen Goulet voted no and Selectman Gagyí abstained.

V. New Business

Manifest/Abatements

Selectman Goulet made a motion to accept the manifests and abatements as presented. Selectman Gagyí seconded the motion. Motion passed 5-0.

Minutes - 7/5/23, 7/13/23

Selectman Goulet made a motion to accept the minutes of July 5, 2023 and July 13, 2023 as amended. Selectman Gagyí seconded the motion. Motion passed 5-0.

VI. Town Administrator Report

David thanked VJ and his crew for the brush work on Borough Road.

DPW lost an employee and they may have to look at listing the job as a laborer and helping the employee get their CDL to attract candidates.

More requests for caution signs for horses have come in to DPW. VJ has ordered signs for Fourth Range and will order more signs for Dearborn.

A request for a liquor license was sent to the Liquor Commissioner for the restaurant at the Golf Course. The discretionary easement was disturbed by the new clubhouse. The lawyer is looking at the penalties and will work with the assessors.

Brian Christianson sent over the Comcast Agreement.

Steven Whitley (Town Lawyer) made the Board updates to the Class VI Roadway policy. That will be in the next packet.

VII. Committee Reports

Selectman Yeaton – Conservation met with Anthony Drouin who came in to discuss management of PFAS contamination and biosolids. The Hillman Property is currently in conservation, but someone has been contacted to farm it and they wanted to put down biosolids. That required permission from Conservation as it will require a permit to do so. The concern is the level of PFAS in the biosolids.

Selectman Fredrickson – Recreation discussed the CIP 5-year plan. There is a plan to get more cameras at the Park that are Wi-Fi and connected to an existing system. Looking to see something put in that can be connected to the Police Department for live and recorded view. The cameras being purchased right now will work with that sort of system. A major issue is the lack of Wi-Fi at the Park. Recreation also discussed consulting with an outside company to clear away brush from the river's edge.

Selectman Bean – None

Selectman Gagy – None

Selectman Goulet – Solid Waste discussed the cost of recycling and trash. Bob Fanny discussed a new electric truck. There is a grant available from DES for 95% of the cost. The grant is from the Volkswagen emissions lawsuit. This will also cover a charging port. We would be the first in the State to have this type of truck. It would be used in the DPW yard but could be used in an emergency. There are concerns of the funding falling through at the State level. This will be discussed further at CIP.

VIII. Other/Citizen Comment

None

IX. Non-Public

None

X. Adjourn

Selectman Goulet made a motion to adjourn at 7:50 PM. Selectman Frederickson seconded the motion, and it was approved unanimously.

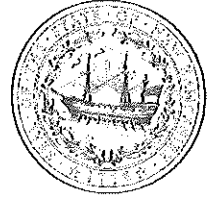
Karen Yeaton, Chairman

For more detailed information, the meetings are now taped and can be seen on www.townhallstreams.com click on Pembroke NH and look for the day of the meeting under the month.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



July 13, 2023

VIA FIRST CLASS MAIL

SUBJECT: Municipal Roadway Soils Fact Sheet now available from NHDES

Dear New Hampshire Town or City Clerk,

The NH Department of Environmental Services (NHDES) is pleased to share a new fact sheet, SW-38, regarding management of Municipal Roadway Soils. In addition to the enclosed fact sheet, you can find all official NHDES fact sheets on our website: [Fact Sheets | NH Department of Environmental Services](#).

It has been brought to the attention of NHDES that a waiver of Env-Sw 903.05(d) was issued in 2006, an associated fact sheet #WMD-SW-32 was issued in 2009, and that one or both of those documents were incorporated into various operations and municipal maintenance plans. In 2014, N.H. Admin R. Chapter Env-Sw 900 was readopted with amendment and among other things, Env-Sw 903.05(d) was removed. Following the rule amendment, NHDES retired fact sheet #WMD-SW-32 and removed it from our website.

NHDES is focused on providing guidance to NH communities on this topic to ensure protection of public health, safety and the environment. You can contact us via email at solidwasteinfo@des.nh.gov or by phone at (603) 271-2925 to answer any questions that you may have.

Sincerely,

Michael J. Wimsatt, P.G., Director

Waste Management Division

Tel.: (603) 271-1997

Email: michael.j.wimsatt@des.nh.gov

Waste
Management
Division

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encl: NHDES Fact Sheet SW-38, *Municipal Roadway Soils*

ENVIRONMENTAL Fact Sheet



29 Hazen Drive, Concord, New Hampshire 03301 • (603) 271-3503 • www.des.nh.gov

SW-38

2023

Management of Municipal Roadway Soils

Municipal roadway soils, a subset of soils with contamination, are soils and sediments generated during roadway maintenance activities such as street sweeping, ditch reestablishment (ditching), catch basin cleaning, and removal of storm-generated sediment. Due to the presence and breakdown of asphalt pavement, the normal operation of motor vehicles, and other non-point sources of pollution ubiquitous in the roadway network, municipal roadway soils are assumed to contain contamination unless analytical results demonstrate contamination is not present. The levels of contaminants detected in soil determine whether the soil is a non-hazardous contaminated soil or a hazardous waste. Non-hazardous contaminated soils are a solid waste.

Municipalities should plan the characterization, storage and transportation of roadway soils prior to sweeping, removal, digging up, or otherwise generating the soils. This will allow municipalities to protect public health, safety and the environment by ensuring compliance with applicable hazardous and solid waste rules. NHDES recommends municipalities work with a qualified professional experienced in contaminated soil management.

Roadway Soils without Contamination

Soils generated during roadway maintenance activities may be reused if the soils are free of contamination caused by human activities and only contain metals at concentrations that are representative of naturally occurring background conditions. Soils meeting this standard can be reused as general construction fill with no limitations. For more information on background metals see the Background Concentration Study for NH Soils, located on the NHDES website at https://www.des.nh.gov/sites/g/files/ehbemt341/files/documents/background_metals.pdf.

Roadway Soils with Contamination

Soils generated during roadway maintenance activities that have contamination must be characterized pursuant to Env-Hw 502.01 of the NH Hazardous Waste Rules. If the soils are characterized as a hazardous waste, they must be managed in accordance with Env-Hw 500. If the soils are not a hazardous waste but have contamination above naturally occurring background concentrations, the soils are a solid waste and must be managed in accordance with Env-Sw 903 of the NH Solid Waste Rules. Management options for non-hazardous roadway soils are identified below.

Reuse: The NH Solid Waste Rules do not allow for the reuse of contaminated soils unless they are decontaminated by treatment processes pursuant to Env-Sw 1503.11 and reused in accordance with Env-Sw 903.05(a) and Env-Sw 1503.11; or unless they are reused as alternative daily cover at authorized, operating landfills in accordance with Env-Sw 806.03.

Storage: Pursuant to Env-Sw 408.07, non-hazardous roadway soils collected from highway rights-of-way may be temporarily stored at a staging area pending transfer to an authorized facility when the following conditions are met:

- The soils are stored at a location controlled by the state or local highway agency that controls the right-of-way;
- The temporary storage facility is operated by the same state or local highway agency; and
- The soils are stored in accordance with Env-Sw 903.02.

If the above-specified conditions are not met, a solid waste permit is required.

Processing/Treatment: Processing/treatment of non-hazardous roadway soils requires a solid waste permit.

Disposal: Roadway soils must be disposed of at an authorized facility, such as a permitted landfill.

Waiver: Municipalities have the option to apply for a waiver to the NH Solid Waste Rules to manage non-hazardous roadway soils using methods or procedures other than those outlined above. The process to apply for a waiver and criteria for NHDES to issue an approval are outlined in Env-Sw 202. A waiver from the NH Solid Waste Rules may allow for the reuse of roadway soils in a prescribed fashion, such as reuse within a permanently owned municipal right-of-way construction project that will not negatively impact human health, safety, or the environment.

Testing and Characterization of Roadway Soils

A hazardous waste determination should be made as described in section Env-Hw 502.01 of the NH Hazardous Waste Rules to ensure roadway soils are non-hazardous (and thus fall under NH's Solid Waste Rules). The NH Solid Waste Rules do not have specific requirements for soil sampling or characterization. The procedures described in Env-Or 611 may be used as guidance for municipal roadway soil sampling. NHDES also recommends assessing waste soil collection areas for spills, releases, or other potential sources of contamination prior to generating waste soils.

NHDES may request documentation of hazardous waste determinations, soil characterizations, or copies of analytical results, to ensure compliance with NH rules. Documentation of waste characterizations and analytical results should be kept in a secure location for at least three years following the date that the waste is removed from the site. Maintaining records is particularly important if soils from multiple sources or areas are co-mingled.

Note: This fact sheet is accurate as of July 2023. Statutory or regulatory changes or the availability of additional information after this date may render this information inaccurate or incomplete.

Additional Information

For guidance on submitting an application for either a solid waste permit or waiver, email:
swmbpermitting@des.nh.gov

For more information, contact:

NH Department of Environmental Services
Waste Management Division, Solid Waste Management Bureau
PO Box 95
Concord, NH 03302-0095
(603) 271-2925; **solidwasteinfo@des.nh.gov**

Note: This fact sheet is accurate as of July 2023. Statutory or regulatory changes or the availability of additional information after this date may render this information inaccurate or incomplete.



June 12, 2023

Board of Selectmen
Town of Pembroke
311 Pembroke Street
Pembroke, NH 03275

Dear Chairman and Members of the Board:

We are writing again to share with you the emergency/trouble reporting procedure in the event a **municipal building** experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency.

MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES

(Please note the XOC telephone number listed below IS NOT for public dissemination)

- **STEP 1** Call 1-877-359-1821 (24/7 – XOC)
- **STEP 2** Select Option # 1 - Municipalities, Utilities, Police & Fire
- **STEP 3** Prompted for Reason for call:
 - Option # 1 - Down Wires (will be prompted to enter zip code)
 - Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- **STEP 4** Speak with Rep. and obtain job reference #

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week.

Please do not hesitate to contact me with any questions at **Bryan_Christiansen@comcast.com**.

Sincerely,

Bryan Christiansen

Bryan Christiansen, Director
Government & Regulatory Affairs