



JOHN J. BARTHELMES COMMISSIONER

State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305 603/271-2791

January 3, 2014

Rotractive

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to **retroactively** amend the grant agreement (PO #1015573) with the Lakes Region Planning Commission (VC#154653-B001). The grant agreement was initially approved by the Governor and Council on May 11, 2011, Item #62, and an amendment was approved on November 30, 2011, Item #90. This amendment is to extend the period of performance from September 9, 2013 to September 9, 2014. No other provisions will be changed. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

This item is **retroactive** due to unanticipated delays in the processing of this grant amendment. After being notified by the Lakes Region Planning Commission (LRPC) that their contractor was unable to complete the local hazard mitigation plan project by September 9, 2013, the Division requested an extension of the FFY 2010 Pre-Disaster Mitigation Competitive (PDMC) grant's period of performance from FEMA. Once approved, HSEM worked with the Commission to complete the necessary amendment. After the grant amendment had completed the preparation/approval process between HSEM and the LRPC, it was discovered that the amendment's extended completion date was incorrect. Upon this discovery, HSEM immediately corrected the date and returned the grant amendment for acceptance and approval per the LRPC's established process. A comprehensive internal review process has been established to ensure grant agreements are not only processed in a timely manner, but are 100% accurate.

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

Respectfully submitted,

John J. Barthelmes Commissioner of Safety

Retroactive Grant Agreement Amendment Pre-Disaster Mitigation Competitive Grant CFDA # 97.047 Period of Performance Extension

Lakes Region Planning Commission (Sub-Grantee)

It is hereby agreed that the initial Grant Agreement (PO#1015573), approved by the Governor and Executive Council on May 11, 2011, Item #62, between the Lakes Region Planning Commission as "Sub-Grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the update of the Local Hazard Mitigation Plan is retroactively amended as follows:

- 1. General Provisions, Section 1.6, Completion Date Delete in its entirety and replace with: September 9, 2014
- 2. Exhibit A, Scope of Services, Number 3
 Delete item three (3) in its entirety and replace with:
 The Lakes Region Planning Commission agrees that the project grant period ends September 9, 2014.
- 3. All other provisions of the Grant Agreement, approved by the Governor and Executive Council on May 11, 2011, shall remain in full force and effect.

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

Lakes Region Planning Commission (Sub-grantee)

Grantee Initials

Date 12/11/13

State of:	New Hampshire	County of: <u>Belknap</u>	1
As Notary Pul	blic/Justice of the Peace	e, REGISTERED IN THE ST	ATE OF NEW HAMPSHIRE,
Upon this date	e: <u>December 11, 20</u>	, before me (print fu	all name of notary/ Justice of the
<u>Kimon Koul</u> satisfactory pr	et, Executive Directoven) to be the person(the undersigned officer, percentage (s) whose name is subscribed the same for the purposes there	known to me (or to the within instrument and
In witness who	ereof I hereunto set my NUE G JE y Public/Justice of the Peace	hand and official seal.	ARIE R. GEWIN
Approval by to	Comm	shire, acting through its Depar irector of Administration	tment of Safety:
Approval by S By:	State of New Hampshire	e Attorney General as to form, Assistant Attorney Gener	
Approval by S	State of New Hampshire	e Governor and Executive Cou	uncil:
By:		, on	

Certificate of Authority

Kimon Koulet, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this <u>20</u> day of <u>August</u>, 2013.

Patricia Farley, Secretary

State of New Hampshire County of Belknap

On this the <u>20</u> day of <u>August</u>, 2013, before me Rosemarie R. Gelinas the undersigned officer, personally appeared <u>Patricia Farley</u> who acknowledged him/herself to be the Secretary of the Lakes Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Rosemarie R. Gelinas, Notary Public

Commission Expiration Date:



LAKES REGION PLANNING COMMISSION

103 Main Street, Suite #3 Meredith, NH 03253 tel 603-279-8171 fax 603-279-0200 www.lakesrpc.org



January 21, 2014

Ms. Beth Peck, State Hazard Mitigation Officer NH Homeland Security & Emergency Management 33 Hazen Drive Concord, NH 03305

RE: NHHSEM Contract Amendment to P.O. #1015573

Dear Beth,

This letter is to certify that Kimon Koulet, former Lakes Region Planning Commission (LRPC) Executive Director, was authorized to sign agreements/amendments on behalf of the LRPC until his retirement on December 27, 2013.

As the new LRPC Executive Director, I am authorized to sign agreements/amendments on behalf of LRPC.

Please advise if you need further documentation (i.e. Certificate of Vote) regarding this Agreement.

Regards,

Jeffrey K. Hayes Executive Director

Cc: 14-254



June 6, 2013

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

Subject:

FY 2010 Pre-Disaster Mitigation - Competitive Grant Award (PDMC)

Agreement #EMB-2010-PC-0005 (PDMC-PL-01-MA-2010-007)

Dear Director Plummer:

This letter serves as official notification from FEMA that your request to extend the period of performance for the FY10 PDMC award, # EMB-2010-PC-0005, has been approved. The new period of performance is September 7, 2010 through September 9, 2014.

Please note that this extension is for projects previously identified and in progress and no new projects as part of this grant will be considered. Timely submission of financial status reports and performance reports, through E-grants are to be submitted through your extension period.

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

Sincerely,

Paul F. Ford

Acting Regional Administrator

PFF/pwm

cc: Beth Peck, NH HSEM

Stephanie Leydon, FEMA R-1



U.S. Department of Homeland Security Grant Programs Directorate

GRANT ADJUSTMENT NOTICE

1. GRANTEENAME AND ADDRESS (including Zip Code) New Hampshire Department of Safety Homeland Security and Emergency Management ADDRESTANDADDRESS (including Zip Code) 3. GRANT NUMBER EMB-2010-PC-0005					
33 Hazen Drive Concord, NH 03305		4. ADJUSTMENT NUMBER 1			
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15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Paul F. Ford, Acting Regional Administrator					

LAKES23

OP ID: CO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Meloner & Prescott-Meredith, NH 03253 Fax: 603-279-8144 Meredith, NH 03253 INSURER A: Peerless Insurance Company INSURER A: Peerless Insurance Company INSURER B: INSURER C: INSURER B: INSURER B: INSURER B: INSURER B: INSURER B: INSURER C: INSURER B: INSURER B: INSURER B: INSURER C: I	Fax: 603-279-8144 RISURER A: Peerless Insurance Company AGRESS: NSURER A: Peerless Insurance Company AGRESS: NSURER B: NSURER C: INSURER C: INSURER C: INSURER D: INSURER C: INSURER D:		DUCER		Phone: 603-279-4591					
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) States Covered: NH No member excluded. Certificate holder is listed as Additional Insured as respect General Liability per Peerless form 44-148	xtension Endorsement - edition 06/04.	Sta Add	tes Covered: NH No member itional Insured as respect	exclu Gener	uded. Certificate h ral Liability per P	older is list	ed as			
		CF!	RTIFICATE HOLDER			CANCELLATION		_		
CERTIFICATE HOLDER CANCELLATION	HOLDER CANCELLATION	ULI	THI IOATE HOLDER		NHDEP_4	CANOLLLATION				
CERTIFICATE HOLDER CANCELLATION			NH Department of Safety Div Of Homeland Securit		NNDEF-4	THE EXPIRATIO	N DATE TH	EREOF, NOTICE WILL I		
NHDEP-4 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CA THE EXPIRATION DATE THEREOF, NOTICE WILL B ACCORDANCE WITH THE POLICY PROVISIONS.	NHDEP-4 should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.		Emergency Management							

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33 Hazen Drive, Room 309A Concord, NH 03305



JOHN J. BARTHELMES COMMISSIONER

State of New Hampshire

6#C 11.30.11

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

October 24, 2011

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

Requested Action

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), a no cost amendment to the grant agreement (PO# 1015573) with the Lakes Region Planning Commission, (VC#154653-B001). The grant was initially approved by the Governor and Council on May 11, 2011, Item #62 for a total of \$50,000.00, and an expiration date of September 9, 2013. This amendment will adjust the scope of work by deleting the towns of Sandwich, Effingham and Freedom and inserting the towns of Meredith, New Hampton, and Moultonborough, thus updating the Lakes Region Planning Commission's grant agreement to provide planning assistance for local hazard mitigation plans for the towns of Center Harbor, Meredith, Wolfeboro, Belmont, New Hampton, Moultonborough, Holderness, Sanbornton, Tilton, and Bridgewater, for a total of \$50,000.00. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

The Lakes Region Planning Commission is one of nine regional planning commissions and operates as a non-profit local government agency in New Hampshire. The Commission's region consists of twenty-nine communities within Belknap, Carroll, Grafton and Merrimack Counties. Due to duplication of programs between the Homeland Security and Emergency Management (HSEM) 2010 Pre-Disaster Mitigation Competitive (PDMC) Grant, Department of Environmental Services Fluvial Erosion Study and the pending 2011 Pre-Disaster Mitigation Competitive (PDMC) Grant the Federal Emergency Management Agency (FEMA) has requested that the duplicated communities of Sandwich, Effingham and Freedom be removed from the current grant agreement with Lakes Region Planning Commission, and the towns of Meredith, New Hampton, and Moultonborough to be added in their place with the scopes of work adjusted accordingly. The amended scope of work would be for the towns of Center Harbor, Meredith, Wolfeboro, Belmont, New Hampton, Moultonborough, Holderness, Sanbornton, Tilton, and Bridgewater, for a total of \$50,000.00. The Grant Agreement will still have a completion date of September 9, 2013.

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

Respectfully submitted,

onn J. Barthelmes Commissioner of Safety

Grant Amendment Extension of Performance Period (Purpose for Grant Amendment)

Lakes Region Planning Commission (Sub-Grantee)

It is hereby agreed that the initial contract (PO# 1015573), approved by Governor and Executive Council on May 11, 2011, item #62, between the Lakes Region Planning Commission as "Sub-Grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the update of Local Hazard Mitigation Plans is amended as follows:

A. EXHIBIT A, Scope of Work, Section I

Delete paragraph 1 in its entirety and replace it with:

Lakes Region Commission (Sub-grantee)

- 1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is awarding the Lakes Region Planning Commission (LRPC) \$50,000.00 to update the following Local Hazard Mitigation Plans: Center Harbour, Meredith, Wolfeboro, Belmont, New Hampton, Moultonborough, Holderness, Sanbornton, Tilton and Bridgewater.
- B. All other provisions of the Grant, approved by Governor and Executive Council on May 11, 2011, shall remain in full force and effect.

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

By (signature):
Print Name: Kimon G. Koulet
Title: Executive Director
State of: New Hampshire
County of: Belknap
As Notary Public/Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE,
COUNTY OF <u>BELKNAP</u> , UPON THIS DATE <u>KIMON G. KOULET</u> , APPEARED
BEFORE ME (print full name of notary/ Justice of the Peace) Rosemarie G. Gelinas the undersigned officer

Grantee Initials Date 9/9/2011

4/c to Dort 4/27/11



State of New Hampshire

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

GAC 05-11-11

JOHN J. BARTHELMES COMMISSIONER

His Excellency, Governor John H. Lynch and the Honorable Council State House Concord, New Hampshire 03301 February 28, 2011

Requested Action

The Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to enter into grant agreements with the four Regional Planning Commissions listed below for a total amount of \$145,000.00 to provide technical assistance to local communities for the update of hazard mitigation plans. Effective upon Governor and Council approval through September 9, 2013. Funding source: 100% Federal Funds.

The funds are budgeted in the account titled FFY'09 PDMC.

02-23-23-236010-4393 Dept. of Safety Homeland Sec. & Emergency Mgmt.

FFY'10 PDMC

072-500574

Grants to Local Gov't. - Federal

\$145,000.00

Activity Code: 23PDM10 4393

/	Planning Commission	Vendor Code	Amount
Ϥ	Lakes Region Planning Commission, Inc.	154653 B001	\$ 50,000.00
	Southwest Region Planning Commission, Inc.	155492 B001	\$ 45,000.00
	Strafford Regional Planning Commission	155570 B001	\$ 20,000.00
	Upper Valley Lake Sunapee Regional Planning Commission	154385 B001	\$ 30,000.00
		Total:	\$145,000.00

10 Trons

Explanation

The Pre-Disaster Mitigation Competitive Grant Program (PDMC) provides funding to sub-grantees for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. The Federal Emergency Management Agency (FEMA) provides PDMC funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

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

In the event that FY 2010 PDMC funds become no longer available, General funds and/or Highway funds will not be requested to support this program.

Respectfully submitted,

Commissioner of Safety

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

GENERAL PROVISIONS

1. Identification and Definitions

2. 2001101101101101101101101101101101101101			_		
1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management 1.2. State Agency Address 33 Hazen Drive Concord, NH 03305					
1.3. Grantee Name Lakes Region Planning Commission, Inc. 1.4. Grantee Address 103 Main Street, Suite 3 Meredith, NH 03253					
1.5. Effective Date G&C Approval September 9, 2013 1.6. Completion Date 1.7. Audit Date 1.8. Grant Limitation Science					
1.9. Grant Officer for St Lance D. Harbour	ate Agency	1.10. State Agency Telep (603) 223-3633	phone Number		
1.11. Grantee Signature	as	1.12. Name & Title of Gi	<u> </u>		
known to me (or satisfac	torily proven) to be the percented this document	ally appeared the person in the capacity indicated the Peace	red in block 1.11., and		
(Seab STATE OF THE DOSEMANIE OF DESINON 1.132. National Title of Notary Public or Justice of the Peace SEPTEMBER 22. W. 2015 HAMPE OF ROSEMANIE R. BELINAS, Notary Public					
1.14. State Regency Signature(s) 1.15. Name & Title of State Agency Signor(s) Wesley J. Colby, Director of Administration					
1.16. Approval by Attor	ney General (Form, Subs				
1.17. Approval by Gover					
By:		On: /			

2. <u>SCOPE OF WORK</u>: 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 107-C, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials /
Date 2/14/2011



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

This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later 9.3. (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports 9.4. required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

- The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. 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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to 11. the Grantee 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, 11.1.1 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of 11.1.2 these general provisions.
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 11.1.4 connection with the performance of the Project, the Grantee shall comply with all 11.2. statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, 11.2.1 including the acquisition of any and all necessary permits.
- RECORDS and ACCOUNTS.
 - Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including but not limited to, costs of administration, 11.2.2 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 seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee 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 12. hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
- PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall 12.2. be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort 12.3. 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.
- 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 13. reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial productions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Grantee 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.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - 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.
 - 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.
 - 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 Grantee notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee 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
- COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In 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 Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee 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.
 - 2.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee 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
 - 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 Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 2.3. 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 Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, 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

termination.



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.

- GRANTER'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 18. the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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.
- ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or 19. 15. 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 Grantee other than as set forth in Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless 16. 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 21. 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 Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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.
- INSURANCE AND BOND. 17.

14.

- The Grantee shall, at its own expense, obtain and maintain in force, or shall 23. require any subcontractor, subgrantee or assignee performing Project work to 17 1 obtain and maintain in force, both for the benefit of the State, the following insurance:
- Statutory workmen's compensation and employees liability insurance for all 24. 17.1.1 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 \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underv acceptable to the State, and authorized to do business in the State of . .. 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.
 - 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 Grantee.
 - 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.
 - 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.
 - CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - 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.
 - 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. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



EXHIBIT A

SCOPE OF WORK

- 1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is awarding the Lakes Region Planning Commission, Inc. (LRPC) \$50,000.00 to update the following Local Hazard Mitigation Plans: Center Harbor, Sandwich. Wolfeboro, Belmont, Effingham, Freedom, Holderness, Sanbornton, Tilton and Bridgewater.
- 2. Products will include quarterly project progress reports, and draft and final local updated hazard mitigation plans. The draft plans will be submitted to HSEM electronically for review and comment. HSEM will then submit the plans to the Federal Emergency Management Agency (FEMA), Region 1, for review and comment.

Comments resulting from the HSEM and FEMA Region 1 review shall be addressed by the Planning Commission and resubmitted to HSEM for FEMA conditional approval prior to local adoption of the final plans. The Lakes Region Planning Commission agrees to provide each final adopted plan to HSEM in the following formats: 1 printed copy and 1 electronic copy, via compact disk.

- The LRPC agrees that the project grant period ends September 9, 2013.
- 4. The LRPC agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
- 5. The LRPC shall maintain financial records, supporting documents, and all other pertinent records for a period of four (4) years from the grant period end date. In these records, the LRPC shall maintain documentation of the 25% cost share required by this grant and agreed upon by the Planning Commission.

Grantee Initials ////
Date 2/16/2011

Page 4 of 6



EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

I. GRANT AMOUNT

2010 PDMC

	7.7	Grant (Federal Funds)	Cost Totals
Project Cost	\$16,667.00	\$50,000.00	\$66,667.00
The Project Cost is 75%	Federal Fund	ds, 25% Applica	nt Share

II. FEE SCHEDULE

- a. An initial advance will be made to the LRPC based on expenditures necessary to start the project. Additional advances may be requested contingent upon documented expenditure of previous advances.
- b. A request for an advance of funds must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4-6 weeks prior to the identified need, and should be expended within thirty (30) days of receipt.

Page 5 of 6



EXHIBIT C

SPECIAL PROVISIONS

I. Termination Clause

This grant agreement may be terminated upon thirty (90) days written notice by either party.

Any funds advanced to the grantee must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.

II. Waiver of Required Liability Insurance Limitation

Both parties agree to amending section 17.1.2 of the Grant Agreement, General Provisions amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence. The combination of these coverage's will give the State the coverage that is required.

III. Acceptance of Audit Requirements

LRPC agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period LRPC will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, LRPC has or will notify their auditor of the above requirements prior to performance of the audit. LRPC will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. LRPC will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 4 years from the end of this audit period.

TITLE I THE STATE AND ITS GOVERNMENT

CHAPTER 21-P DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.