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# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

October 2, 2015

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

*Retroactive*

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to **retroactively** enter into a grant agreement with the City of Rochester (VC#177467-B002) for the purchase of approved emergency management tablets, software and user fees for a total amount of \$9,335.00. Effective upon Governor and Council approval for the period from August 28, 2015 through September 30, 2016. Funding source: 100% Federal Funds.

Funding is available in the SFY 2016 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EM138092			\$9,335.00

### Explanation

This request is **retroactive** because the Division of Homeland Security and Emergency Management (HSEM) was unaware that the City of Rochester and the Rochester School District/SAU #54 (which recently received a grant approved by the Department of Safety) both share the same tax identification number and vendor code and are, therefore, considered to be the same vendor by the State. HSEM learned of this particular circumstance after this grant to the City of Rochester had been approved by the Department of Safety on August 28, 2015. Since this is not the case with all SAUs and their respective municipalities, HSEM is currently compiling a list of SAUs/municipalities that share a vendor code in order to ensure those grants proceed through the appropriate approval process. Governor and Council approval is being sought as the amount of this grant plus the amount of the grant for SAU #54 yield a total amount that is over the Governor and Council approval threshold.

The identified equipment to be purchased with this grant will enhance the community's emergency preparedness and response capabilities, by outfitting the equipment in three (3) of the city's fire apparatus, thus enhancing situational awareness to the city's emergency operations center. The grant listed above is funded from the FFY'13 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the grantee. The grantee acknowledges their match obligation as part of Exhibit B to their grant agreement.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
October 2, 2015  
Page 2 of 2

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,

A handwritten signature in black ink, appearing to read "John J. Barthelmes". The signature is fluid and cursive, with a large initial "J" and "B".

John J. Barthelmes  
Commissioner of Safety



**State of New Hampshire Department of Safety**  
**John J. Barthelmes, Commissioner**  
**Kevin P. O'Brien, Assistant Commissioner**  
**Homeland Security and Emergency Management**  
 Perry E. Plummer, Director  
 Jennifer L. Harper, Assistant Director



July 16, 2015

Ms. Elizabeth Bielecki, Director of Administration  
 NH Department of Safety  
 Business Office  
 33 Hazen Drive  
 Concord NH 03305

**Requested Action**

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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

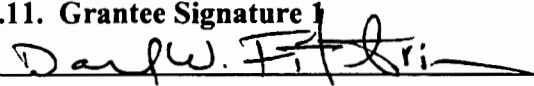
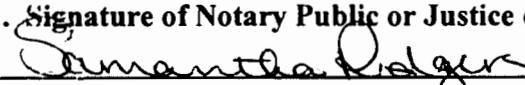
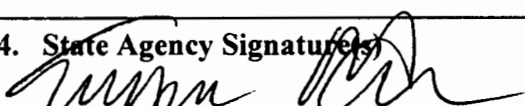
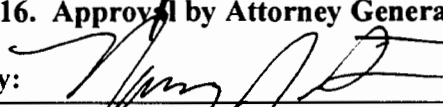
Heather Dunkerley  
 EMPG Program Coordinator

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

1. Identification and Definitions.

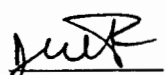
<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> City of Rochester (VC#177467-B002)		<b>1.4. Grantee Address</b> 37 Wakefield Street, Rochester NH 03867	
<b>1.5. Effective Date</b> Business Office Approval	<b>1.6. Completion Date</b> September 30, 2016	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$9,335.00
<b>1.9. Grant Officer for State Agency</b> Cindy Richard, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3627	
"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."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> DANIEL W. FITZPATRICK CITY MANAGER	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Strafford</u> , on <u>7/9/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> SAMANTHA RODGERSON Notary Public - New Hampshire My Commission Expires September 18, 2018			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Elizabeth A. Bielecki, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>8/27/2015</u>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <u> / /</u>			

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:36, 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 \_\_\_\_\_

Page 1 of 6

Date

  
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3. 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.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. 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 (hereinafter referred to as "the effective date").

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 1.6 (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 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 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 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, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee 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 Grantee, 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 Grantee 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 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 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.

8. 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 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 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,

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 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.

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 Grantee notice of such termination.

11. 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

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.

12.1. 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 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 Grantee 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 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.


12.4. 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.

13. 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

Grantee Initials \_\_\_\_\_

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Date \_\_\_\_\_

  
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- 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. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of 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.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee 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 Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee 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 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.
17. **INSURANCE AND BOND.**
- 17.1 The Grantee 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 \$2,000,000 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 Grantee.
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.
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.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Rochester (hereinafter referred to as "the Grantee") \$9,335.00 for the purchase of approved tablets, software and user fees for use by emergency management personnel.
2. "The Grantee" agrees that the project grant period ends September 30, 2016 and that a final performance and expenditure report will be sent to "the State" by October 31, 2016.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials \_\_\_\_\_  
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Date JUL 09 201

**EXHIBIT B**

Grant Amount and Method of Payment

1. **GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	\$9,335.00	\$9,335.00	\$18,670.00
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) 2013-EP-00057-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			

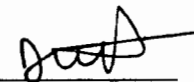
2. **PAYMENT SCHEDULE**

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$9,335.00.
- b. "The State" shall reimburse up to \$9,335.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials \_\_\_\_\_

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Date \_\_\_\_\_



**JUL 09 2015**



## EXHIBIT C

### Special Provisions

1. Pursuant to the Manual of Procedures, as amended with approval of the Governor and Executive Council effective September 17, 2014, this grant does not require separate approval by the Governor and Executive Council. Accordingly, Items 1.16 and 1.17 are deleted and 4.1 is amended to delete reference to Governor and Council. Section 20, Amendment, is revised to state "This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and subject to all state processes for approval of such amendment".
2. This grant agreement may be terminated upon thirty (30) days written notice by either party.
3. 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.
4. Any funds advanced to "the Grantee" must be expended within 30 days of receiving the advanced funds.
5. The "Grantee" 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 "the Grantee" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".
6. Additionally, "the Grantee" has or will notify their auditor of the above requirements prior to performance of the audit. "The Grantee" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Grantee" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. "The Grantee" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Grantee Initials \_\_\_\_\_  
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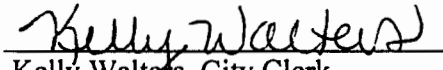
Date         DWP          
**JUL 09 2015**

**CERTIFICATE OF AUTHORITY  
City of Rochester, New Hampshire**

I, Kelly Walters, City Clerk, for the City of Rochester, New Hampshire, do hereby certify that: (1) The City Manager is authorized to accept funds and enter into a contract with the NH Homeland Security & Emergency Management Program. (2) The City Council further authorized the City Manager to execute any documents which may be necessary for this contract. (3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof. (4) That the City Council voted by a unanimous voice vote to approve the resolution relative to providing the required 50% match by the City of Rochester, which match will be accomplished by in-kind contributions, with a value of Nine Thousand Three Hundred Thirty-Five Dollars (\$9,335.00), which will cover the cost of the Virtual Desktop Infrastructure Tablet Project. (5) The Regular City Council meeting approving the authorization occurred on July 7, 2015; a section of the draft meeting has been notarized and attached to this certification.

  
Daniel W. Fitzpatrick, City Manager


IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Rochester, New Hampshire this 13<sup>th</sup> day of July, 2015.

  
Kelly Walters, City Clerk

**STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD**

On this the 13<sup>th</sup> day of July, 2015, before me Marcia Roddy, Deputy City Clerk, the undersigned officer, personally appeared **Kelly Walters**, City Clerk, who acknowledged **herself** to be the City Clerk for the City of Rochester, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Justice of the Peace/Notary Public

(Seal)

**MARCIA H. RODDY  
Notary Public - New Hampshire  
My Commission Expires July 14, 2018**

Commission Expiration Date

**RESOLUTION ACCEPTING GRANT  
TO THE ROCHESTER FIRE DEPARTMENT  
FROM THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM,  
AND MAKING A SUPPLEMENTAL APPROPRIATION  
IN CONNECTION THEREWITH**

**BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

That a Emergency Management Performance Grant (EMPG) in the amount of Nine Thousand Three Hundred Thirty Five Dollars (\$9,335.00) to the City of Rochester Fire Department, for the purpose of providing funds to Virtual Desktop Infrastructure Tablet Project, is hereby accepted by the City of Rochester.

Further, that the sum of Nine Thousand Three Hundred Thirty Five Dollars (\$9,335.00) be, and hereby is, appropriated as a supplemental appropriation to the 2015-2016 operating budget for the City of Rochester Fire Department. The source of the sums necessary to fund such appropriation shall be drawn, in their entirety, from the aforesaid EMPG to the City of Rochester.

Furthermore, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution and to establish special revenue, non-lapsing, multi-year fund to which said sums shall be transferred.

**CC FY 16 07-07 AB 10**

**I attest that this is a true copy of the resolution,  
which had been adopted on July 7, 2015, and  
submitted for duplication on July 13, 2015.  
Kelly Walters, City Clerk  
City of Rochester, New Hampshire**

*Kelly Walters 7.13.2015*

**KELLY A. WALTERS  
Notary Public - New Hampshire  
My Commission Expires January 25, 2017**

pay costs and/or expenditures with respect to the so-called Water Treatment Plant (WTP) Upgrade Project, and provided further that funds for such supplemental appropriation shall be derived in their entirety from the City of Rochester Water Fund retained earnings balance.

To the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution. **CC FY16 07-07 AB 09**

Councilor Lachapelle **MOVED** to suspend the rules and read the resolution by title only for the second time. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor Jean read the resolution by title only for the second time.

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

**13.10. AB 10 Resolution Accepting Grant to the Rochester Fire Department from the Emergency Management Performance Grant Program, and Making a Supplemental Appropriation in Connection Therewith – First Reading, Second Reading and Adoption**

Councilor Lachapelle **MOVED** to read the resolution by title only for the first time. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor Jean read the resolution by title only as follows:

**RESOLUTION ACCEPTING GRANT  
TO THE ROCHESTER FIRE DEPARTMENT  
FROM THE EMERGENCY MANAGEMENT PERFORMANCE GRANT  
PROGRAM,  
AND MAKING A SUPPLEMENTAL APPROPRIATION  
IN CONNECTION THEREWITH**

**BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ROCHESTER, AS FOLLOWS:**

X That an Emergency Management Performance Grant (EMPG) in the amount of Nine Thousand Three Hundred Thirty-Five Dollars (\$9,335.00) to the City of Rochester Fire Department, for the purpose of providing funds to Virtual X

Desktop Infrastructure Tablet Project, is hereby accepted by the City of Rochester.

**Further**, that the sum of Nine Thousand Three Hundred Thirty Five Dollars (\$9,335.00) be, and hereby is, appropriated as a supplemental appropriation to the 2015-2016 operating budget for the City of Rochester Fire Department. The source of the sums necessary to fund such appropriation shall be drawn, in their entirety, from the aforesaid EMPG to the City of Rochester.

**Furthermore**, to the extent not otherwise provided for in this Resolution, the Finance Director is hereby authorized to designate and/or establish such accounts and/or account numbers as necessary to implement the transactions contemplated by this Resolution and to establish special revenue, non-lapsing, multi-year fund to which said sums shall be transferred. **CC FY 16 07-07 AB 10**

Councilor Lachapelle **MOVED** to suspend the rules and read the resolution by title only for the second time. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor Jean read the resolution by title only for the second time.

Councilor Lachapelle **MOVED** to **ADOPT** the resolution. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote.

**13.11. AB 12 Resolutions Relative to the Reconstruction and Rehabilitation of the City Hall Annex**

**13.11.1 Resolution De-Authorizing Public Building Capital Improvement Project (CIP) Funding for the So-Called Annex Project - First Reading, Second Reading, and Adoption**

Councilor Lachapelle **MOVED** to read the resolution by title only for the first time. Councilor Walker seconded the motion. The **MOTION CARRIED** by a unanimous voice vote. Mayor Jean read the resolution by title only for the first time as follows:



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Primex <sup>3</sup> Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory	Limits - Any/Apply
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
Description: Proof of Primex coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Dumas</i>
			Date: 6/26/2015    tdenver@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-0650 fax

<b>Member</b>	<b>Member #</b>
Alton School District	786
Amherst School District	701
Andover School District	702
Ashland School District	822
Auburn School District	902
Bath School District	768
Bedford School District	779
Benton School District	848
Berlin School District	904
Berlin Water Works	500
Bethlehem School District	856
Bow School District	703
Brentwood School District	704
Candia School District	906
Carroll County	600
Chester School District	707
City of Berlin	120
City of Concord	145
City of Dover	156
City of Keene	210
City of Laconia	213
City of Portsmouth	275
→ City of Rochester	280
City of Somersworth	293
Claremont School District	909
Cochecho Arts and Technology Academy	1203
Concord School District	710
Contoocook Valley School District	802
Coos County	602
Cornish School District	912
CSI Charter School	1209
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913
East Kingston School District	819
Epping School District	713
Exeter Region Cooperative School District	839
Exeter School District	780
Franklin School District	716
Fremont School District	717
Gilford School District	718
Gilmanton School District	719
Governor Wentworth Regional School District	721
Grafton County	603
Grantham School District	851
Greenland School District	796
Hampstead School District	776
Hampton Falls School District	795
Hampton School District	842
Hanover School District	919
Haverhill Cooperative School District	723
Henniker School District	724
Hill School District	725
Hillsborough County	608
Hooksett School District	921
Howe Library	579
Hudson School District	789
Inter-Lakes Cooperative School District	812
Jaffrey-Rindge Cooperative School District	923
John Stark Regional School District	765
Kearsarge Regional School District	868



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Primex <sup>3</sup> Members as per attached Schedule of Members Workers Compensation Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/> Each Occurrence <input type="checkbox"/> General Aggregate <input type="checkbox"/> Fire Damage (Any one fire) <input type="checkbox"/> Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> Statutory <input type="checkbox"/> Each Accident    \$2,000,000 <input type="checkbox"/> Disease - Each Employee    \$2,000,000 <input type="checkbox"/> Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)    Deductible:		
<b>Description:</b> Proof of Primex coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Deane</i> Date: 6/26/2015    ldenver@nhprimex.org Please direct inquiries to: Primex <sup>3</sup> Risk Management Services 603-225-2841 phone 603-228-0650 fax



<b>Member</b>	<b>Member #</b>
Albany School District	859
Alton School District	786
Amherst School District	701
Andover School District	702
Ashland School District	822
Auburn School District	902
Bartlett School District	903
Bath School District	768
Bedford School District	779
Benton School District	848
Berlin School District	904
Berlin Water Works	500
Bethlehem School District	856
Bow School District	703
Brentwood School District	704
Campton School District	705
Candia School District	906
Chatham School District	860
Chester School District	707
City of Berlin	120
City of Concord	145
City of Dover	156
City of Franklin	175
→ City of Rochester	280
City of Somersworth	293
Claremont School District	909
Cocheco Arts and Technology Academy	1203
Concord Regional Solid Waste/Resource Recovery Cooperative	400
Concord School District	710
Contoocook Valley School District	802
Conway School District	911
Cornish School District	912
CSI Charter School	1209
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913
Dummer School District	914
Dunbarton School District	712
East Kingston School District	819
Eaton School District	915
Epping School District	713
Errol School District	917
Exeter Region Cooperative School District	839
Exeter School District	780
Farmington School District	958
Franklin School District	716
Fremont School District	717
Gilford School District	718
Gilmanton School District	719
Gorham Randolph Shelburne Cooperative School District	951
Grafton County	603
Grantham School District	851
Greenland School District	796
Hampstead School District	776
Hampton Falls School District	795
Hampton School District	842
Hanover School District	919
Harts Location School District	861
Haverhill Cooperative School District	723
Henniker School District	724
Hill School District	725