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ROBERT L. QUINN COMMISSIONER OF SAFETY State of New Hampshire

DEPARTMENT OF SAFETY JAMES H. HAYES BLDG. 33 HAZEN DR. CONCORD, N.H. 03305 (603) 271-2791

July 6, 2020

His Excellency, Governor Christopher T. Sununu 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 (HSEM), requests authorization to amend the grant agreement (PO#1071493) with the Town of Seabrook (VC#177475-B001) by extending the end date from September 30, 2020 to a new end date of August 31, 2021 for the Town to purchase and install security cameras at the Town's Waste Water Treatment Facility. The grant was initially approved by the Governor and Council on October 23, 2019, agenda item #74. Effective upon the Governor and Council approval through August 31, 2021. Funding source: 100% Federal Funds.

#### **Explanation**

This request for an extension is needed because of the project delays that occurred due to both the State's and community's necessary response to COVID-19. It was agreed that an extension to August 31, 2021, approved by Governor and Council, would provide the Town of Seabrook ample time to complete the aforementioned tasks. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was determined that the date extension will not affect Federal funding.

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

Respectfully submitted,

Robert L. Quinn Commissioner of Safety

### Emergency Management Performance Grant (EMPG) Program – CFDA #97.042 Grant Agreement Amendment Extension of Performance Period

# Town of Seabrook (Subrecipient)

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It is hereby agreed that the grant agreement (PO#1071493) approved by the Governor and Executive Council on October 23, 2019, Item #74, between the Town of Seabrook as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to purchase and install security cameras in the Town's Waste Water Treatment Facility is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from September 30, 2020 to August 31, 2021.

2. EXHIBIT A, Scope of Services, Number 2;

Delete item two (2) in its entirety and replace with:

"The Subrecipient" agrees that the project grant period ends August 31, 2021 and that a final performance and expenditure report will be sent to "the State" by September 30, 2021.

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on October 23, 2019 shall remain in full force and effect.

EFFECTIVE DATE OF THE 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:

in of Seabrook (Subrecipient)

TOMIL OF SEGNICOK (Subjectivient)	
By (signature): Thisse City	By (signature): A.M.()
Print Name: THERESH A.KYIE	Print Name: <u>ABOUL B. KHAN</u> .
Title: CHARRADOMAN BL. SELECTMAN	Title: SelectMan.
<i>n</i>	·
By (signature):	By (signature):
Print Name: Elly M Brown	Print Name: Within M. Monl;
Title: Selectorian	Title: Jour new -/CZ
,	ubrecipicat Initials m_
	Date
rage	1012

State of: _	New Hampshire
County of	Reclington

(print name of notary fustice of the peace)

the undersigned officer, personally appeared (print name(s) of individual(s) on i" page)

Ella B. Brown Full WWWS \_ reasons  $\mathcal{H}$ to me (or

satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

(Seef)

Approval by State of New Hampshire, spling through its Department of Safety:

By (signature):

Approval by State, of New Hampshire Attorney General as to form, substance, and execution:

Assistant Attorney General, on 8/10/ 2020 By:

Approval by State of New Hampshire Governor and Executive Council:

Ву:\_\_\_\_

Subrecipient Initials

Date

Page 2 of 2



# CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primox<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 Llability 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.

Participating Member: Me	mber Number:		Company A	Mording Coverage:	
Primex3 Members as per attached Schedule of Members Property & Liability Program			Bow Bro 46 Dono Concord	van Street NH 03301-2624	
The of Coverage	Effective Dates	Expiration	Dete T	nus NH Statutory Limit	May Apply If Not -
X General Liability (Occurrence Form) Professional Liability (describe) Claims Occurrence Made	71/1/2020	7/1/202	21 Ea Go Fir fire	ich Occurrence aneral Aggregate re Damage (Any one	\$ 5.000.000 \$ 5.000.000
Automobile Liability Deductible Comp and Coli: Any auto			Co (Ea	ombined Single Limit ch Accident) Igregate	
Workers' Compensation & Employers' Liability				Statutory	
			Ea	ch Accident	
			Di	SCOSC — Each Employee	
			Di	sease — Policy Limit	
Property (Special Risk includes Fire and Theft)				inket Limit, Replacement st (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					
CERTIFICATE HOLDER: Additional Covered Party	Loss F	ayoo	Primox <sup>3</sup> -	NH Public Risk Manage	ement Exchange
	<b></b>		By:	Mary Ech Purcel	

 By:
 Mary Ead Parcell

 NH Dept of Safety
 Date:
 6/23/2020
 mpurcell@nhprimex.org

 33 Hazen Dr.
 Please direct inquires to:

 Concord, NH 03301
 Primex<sup>1</sup> Clalms/Coverage Services

 603-225-2841 phone
 603-225-2843 plane

Town of Holderness	202
Town of Hooksett	204
Town of Hopkinton	205
Town of Hudson	206
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Town of Jaffrey	
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Landaff	215
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Town of Langdon	
Town of Lee	218
Town of Lempster	219
Town of Lisbon	221
Town of Littleton	223
Town of Londonderry	224
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Town of Lyme	227
Town of Lyndeborough	228
Town of Marlow	233
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Town of Stratford	300
Town of Sugar Hill	302

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# **CERTIFICATE OF COVERAGE**

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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. Howaver, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, emendments, 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 Coverade 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 Officials Errors and Officials Errors and 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 Cartificate is issued as a matter of information only and confers no rights upon the cartificate holder. This cartificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	Member Number:		Сотре	iny Alf	ording Coverage:	
Primex3 Members as per attached Schedule of Memb Workers' Compensation Program			Bow   46 Do Conc	Brool onova ord, I	Risk Management Ex k Place an Street NH 03301-2624	
Type of Coverage	Effective Date (mmktd/yyyy)	Expiration (mmMd/y	の書類	Ľμ	6:NH Controly Dinio	May Apply IL Not
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Professional Liability (describe)			•	Gen	eral Aggregate	
Claims Occurrence				Fire fire)	Damage (Any one	
				Med	i Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto				(Each	nbined Singto Limit Accident) regate	
X Workers' Compensation & Employers' Liabil	ity 1/1/2020	1/1/202	21	x	Statutory	\$2,000,000
			••	Eacl	h Accident	\$2,000,000
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				Dise	1838 — Policy Limit	
Property (Special Risk Includes Fire and Theft)					kei Limit, Roplocement (unless otherwise stated)	• ,
Description: Proof of Primex Member coverage only	<u>.</u>	L.,, <u>,,</u> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1			

 CERTIFICATE HOLDER:
 Additional Covered Party
 Loss Payee
 Primex<sup>3</sup> – NH Public Risk Management Exchange

 By:
 2/Ley Sci Percett
 By:
 2/Ley Sci Percett

 NH Dept of Safety
 33 Hazen Dr.
 Piease direct inquires to:

 Concord, NH 03301
 Primex<sup>3</sup> Claims/Coverage Services

 603-225-2841 phone
 603-225-2841 phone

 603-228-3833 fax
 603-228-3833 fax

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ROBERT L. QUINN COMMISSIONER OF SAFETY

State House

and the Honorable Council

Concord, New Hampshire 03301

State of New Hampshire DEPARTMENT OF SAFETY

OFFICE OF THE COMMISSIONER 33 HAZEN DR. CONCORD, N.H. 03305 603-271-2791

R9#19736Z

September 27, 2019

#### **Requested Action**

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Seabrook (VC#177475-B001) to purchase and install security cameras at the Town's Waste Water Treatment Facility for a total amount of \$35,402.00. Effective upon Governor and Council approval through September 30, 2020. Funding source: 100% Federal Funds.

Funding is available in the SFY 2020 operating budget as follows:

His Excellency, Governor Christopher T. Sununu

 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: 23EMPG 2018
 \$35,402.00

### Explanation

This grant agreement provides the funds for the Town of Seabrook to purchase and install security cameras at the Town's Waste Water Treatment Facility. The grant listed above is funded from the FFY 2018 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. Subrecipients 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 subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B to their grant agreement.

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

Respectfully submitted,

Röbert L. Quinn Commissioner of Safety

## **GRANT AGREEMENT**

# The State of New Hampshire and the Subrecipient hereby Mutually agree as follows: GENERAL PROVISIONS

1. Identification and Definitions.

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. Subrecipient Name Town of Seabrook (VC#177475-B001)		1.4. Subrecipient Tel. #/Address 603-474-3311 PO Box 456, Seabrook, NH 03874		
1.5 Effective Date G&C Approval	1.6. Account Number AU #80920000	1.7. Completion Date September 30, 2020	1.8. Grant Limitation \$35,402.00	
1.9. Grant Officer for Sta Olivia Bourque, EMPG	• •	1.10. State Agency Tele (603) 223-3639	phone Number	
"By signing this form we certif grant, including if applicable I		h any public meeting requiren	ent for acceptance of this	
1.11. Subrecipient Signature 1				
Subrecipient Signature 2				
Subrecipient Signature 3		Name & Title of Subrec		
1.13. Acknowledgment: State of New Hampshire, County of $ROUTING$ , on $N \downarrow N$ 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.				
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)				
1.13.2. Name & Title of P	1.13.2. Name & Title of Notary Public or Justice of the Peace (Commission Expiration)			
1.14. State Agency Signature(s) 1.15. Name & Title of State Agency Signor(s)			ate Agency Signor(s)	
By: On: 10/3/19 Steven R. Lavoie, Director of Administration			or of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)				
By: Mung f	By: Man Assistant Attorney General, On: 101 812249 NAS			
1.17. Approval by Gover	nor and Council (if app	licable)		
By:				

<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 21-P:36, 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 A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) 2.) date

3.)\_\_

Page 1 of 6

Date: 911619

 <u>AREA COVERED</u>, Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all 9.4. 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. <u>GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS:</u> 5.1. <u>PAYMENT.</u> 9.5.
- The Grant Amount is identified and more particularly described in EXHIBIT 5.2. B, attached bereto.
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 10. 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 Subperignent the Grant Amount. The State shall withhold from the amount otherwise payeble to the Subrecipient under this subparagraph 5.3 those sums
- 5.4. required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. 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, 11. and the complete, compensation to the Subrecipient for the Project. The State 11.1.
- 5.5. shall have no liabilities to the Subrecipient other than the Grant Amount. Notwithstanding anything in this Agreement to the contrary, and 11.1.1 notwithstanding unexpected circumstances, is no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3
- set forth in block 1.8 of these general provisions.
   11.1.4 <u>COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS</u>
   11.2. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, have regulations, and orders of federal, state, county, 11.2.1 or municipal suthorities which shall impose any obligations or duty upon the
   Subrecipient, including the sequisition of my and all necessary permits.
- 7.1. <u>RECORDS and ACCOUNTS</u>.
- A.1. NECOMPTANTIAL COMPTANT 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 11.2.2 connection with the Project, including, but not limited to, costs of administration, transportiation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and 7.2. other similar documents.

Between the Effective Date and the date three (3) years after the Completion 11.2.3 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 11.2.4 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 12. matters covered by this Agreement. As used in this paragraph, "Subrecipient" 12.1. includes all persons, natural or flectional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3

8. of these provisions

9.

- 8.1. PERSONNEL. The Subscriptory shall at its own
- The Subrocipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in 12.2. the Project shall be qualified to perform such Project, and shall be properly
- 8.2. licensed and authorized to perform such Project under all applicable laws. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a 12.3. combined effort to perform the Project, to hire any person who has a
- 8.3. contractual relationship with the State, or who is a State officer or employee, elected or appointed. 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 12.4. Grant Officer, and his/her decision on any dispute, shall be final.
- 9.1. DATA: RETENTION OF DATA: ACCESS.
  - As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or 13. 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,

Subrecipient Initials: 1.) (2

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- 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.
- 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 Subrecipicat notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- Any one or more of the following acts or amissions of the Subrecipient shall constitute an event of default hereunder (hereinsfler referred to as "Events of 1.1 Default"):
- 1.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 1.1.3 Failure to submit any report required hereunder; or
- 11.1.4 Failure to maintain, or permit access to, the records required bereunder; or
- 1.2. Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Defauh, the State may take any one, or 1.2.1 more, or all, of the following actions:
  - Finder, of the of the billowing activity. 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) 2 days after giving the Subrecipient notice of termination; and
  - 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 secure to the Subrecipient during the period from the date of such notice until such time as the State 1.3 determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 1.2.4 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

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

- 2. <u>TERMINATION</u>.
  - 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 (bereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount canned, to and including the date of termination.
  - 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 carned to and including the date of termination.
  - 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.
  - Norwithstanding 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.
  - <u>CONFLICT OF INTEREST</u>. No officer, member of 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 ,

Date MILd19

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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 18. 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 subgrantoes, shall have suthority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emohaments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 19. 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 Exhlbit A 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 chims, 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 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 22. estrement.
- 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 assignce 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

- approval of the undertaking or carrying out of such Project, shall participate in 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.
  - WATVER 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. 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 forst 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.
    - 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 assignces. 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.
  - 24. SPECIAL PROVISIONS. The additional provisions act forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) 2.) (11)

3.)

Date: 9/11-19

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## EXHIBIT A

#### Scope of Services

- The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Seabrook (hereinafter referred to as "the Subrecipient") \$35,402.00 to purchase and install security cameras at the Town's Waste Water Treatment Facility.
- 2. "The Subrecipient" agrees that the project grant period ends September 30, 2020 and that a final performance and expenditure report will be sent to "the State" by October 31, 2020.
- 3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
- 4. "The Subrecipient" 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.

- 2.) (TAD) Subrecipient Initials: 1.)

3.) DN\_

Date: Cillollo

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### EXHIBIT B

### Grant Amount and Payment Schedule

### 1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$35,402.00	\$35,402.00	\$70,804.00
	Project Cost is 50%	Federal Funds, 50% Applie	cant Share
Awarding Agency:	Federal Emergency N	Janagement Agency (FEM	A)
Award Title & #: I	Emergency Manageme	nt Performance Grant (EM	PG) EMB-2018-00007-A03
		(CFDA) Number: 97.042	
Applicant's Data U	<b>Jniversal Numbering</b>	System (DUNS): 092053	040

# 2. PAYMENT SCHEDULE.

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$35,402.00.
- b. "The State" shall reimburse up to \$35,402.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2017, to the identified completion date (block 1.7).

3.) ADD Subrecipient Initials: 1.)\_ - 2.)\_

Date: 9/11/0/19\_

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## EXHIBIT C

### Special Provisions

- 1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- 2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
- 3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
- 4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" 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",

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" 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 Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" 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.

Subrecipient Initials: 1.)

2.)/

3.) -

Date: <u>Allall</u> Page 6 of 6