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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

July 15, 2014

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 amend the grant agreement (PO #1022542) with the Town of Waterville Valley (VC#154573-B001). The grant was initially approved by the Governor and Council on April 18, 2012, Item #126. This amendment is to extend the period of performance from September 18, 2014 to September 17, 2015. No other provisions will be changed. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

The Town of Waterville Valley notified the grant's program manager in early 2014 that their contractor was unable to complete the local hazard mitigation plan project by September 18, 2014. This was due to a combination of unexpected commitments on the part of the contractor, consequently, causing delays with the completion of the project. After consulting with the grantee, it was determined that the project could not be completed within the initial timeframe and that an extension should be requested. Due to the FEMA requirement that a request for extension can not be submitted more than six months from the original period of performance date, HSEM originally requested an extension to the 2011 PDMC grant in March of 2014; FEMA approved the request on June 16, 2014.

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
John J. Barthelmes
Commissioner of Safety

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

Town of Waterville Valley (Sub-Grantee)

It is hereby agreed that the initial Grant Agreement (PO#1022542), approved by the Governor and Executive Council on April 18, 2012, Item #126, between the Town of Waterville Valley 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 amended as follows:

1. General Provisions, Section 1.6, Completion Date
Delete in its entirety and replace with:
September 17, 2015
2. Exhibit A, Scope of Services, Number 3
Delete item three (3) in its entirety and replace with:
The Town of Waterville Valley agrees that the project grant period ends September 17, 2015.
3. All other provisions of the Grant Agreement, approved by the Governor and Executive Council on April 18, 2012, shall remain in full force and effect.

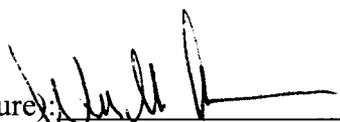
EFFECTIVE DATE OF THE GRANT AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF,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

Town of Waterville Valley (Sub-grantee)

By (signature): 

Print Name: William R. Lanson

Title: Board of Selectman, Chair

By (signature): 

Print Name: William M. Arrows

Title: Board of Selectman

By (signature): 

Print Name: Margaret C. Turner

Title: Board of Selectman

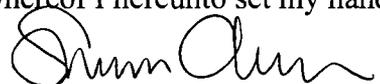
Grantee Initials: WRL MBT
Date: 7/19/14

State of: New Hampshire County of: GRAFTON

As Notary Public/Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE,

Upon this date: July 9, 2014, before me (print full name of notary/ Justice of the Peace) Sharon Charron the undersigned officer, personally appeared William Larsen
William Aronson Margaret Turner known to me (or satisfactory 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.

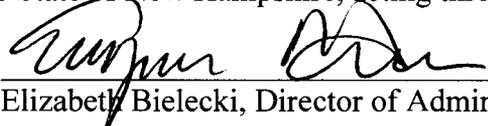
In witness whereof I hereunto set my hand and official seal.



Signature of Notary Public/Justice of the Peace
SHARON CHARRON, Notary Public
(Seal) **My Commission Expires October 17, 2017**

Commission Expiration

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

By (signature): 
Elizabeth Bielecki, Director of Administration

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

By: , Assistant Attorney General, on 8/11/2014.

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.

Grantee Initials W. Aronson
Date 7/9/14



FEMA

June 16, 2014

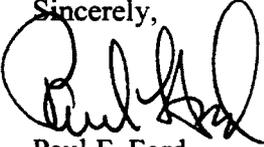
Mr. Perry E. Plummer
Director
New Hampshire Department of Safety
Homeland Security and Emergency Management
33 Hazen Drive,
Concord, NH 03305

Subject: First Extension Request for EMB-2011-PC-0001
Sub-Award: PDMC-PL-01-NH-2011-001 - Local Hazard Mitigation Plans
Sub-Award: PDMC-PL-01-NH-2011-006 - Sohegan Plans
Sub-Award: PDMC-PL-01-NH-2011-007 - Local Hazard Mitigation Plans

Dear Director Plummer:

This letter serves as official notification from FEMA that the New Hampshire Department of Safety's request to extend the period of performance for the above referenced FY11 Pre-Disaster Mitigation (PDM) projects, award #EMB-2010-PC-0001, has been approved. The new period of performance is September 19, 2011 through September 17, 2015.

Should you have any questions or concerns, please do not hesitate to contact Patrick Mooney, Grants Management Specialist, at 617-832-4798 or patrick.mooney@fema.dhs.gov.

Sincerely,

Paul F. Ford
Acting Regional Administrator

PFF/pwm

cc: Elizabeth Peck, New Hampshire Homeland Security and Emergency Management
Donna Nelson, Hazard Mitigation Specialist, FEMA



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

| <i>Participating Member:</i> Primex ³ Members as per attached Schedule of Members Property & Liability Program | | <i>Member Number:</i> | | <i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ 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 checked="" type="checkbox"/> | General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 1/1/2014 | 1/1/2015 | Each Occurrence | \$ 5,000,000 |
| | | | | General Aggregate | \$ 5,000,000 |
| | | | | Fire Damage (Any one fire) | \$ |
| | | | | Med Exp (Any one person) | \$ |
| | Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) Aggregate | |
| | Workers' Compensation & Employers' Liability | | | <input type="checkbox"/> Statutory | |
| | | | | Each Accident | |
| | | | | Disease - Each Employee | |
| | | | | Disease - Policy Limit | |
| | Property (Special Risk includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: |
| Description: Proof of Primex coverage only. | | | | | |

| | | | |
|--|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| | | | By: <i>TAMMY DENVER</i> |
| NH Dept of Safety Hazen Dr Concord, NH 03301 | | | Date: 1/2/2014 tdenver@nhprimex.org |
| | | | Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax |

Primex³

NH Public Risk Management Exchange

| Member | Member Number |
|--|---------------|
| Bay Sewage District | 558 |
| Belknap County | 607 |
| Cheshire County | 601 |
| Cheshire County | 601 |
| City of Claremont | 141 |
| Merrimack County | 604 |
| NH Public Risk Management Exchange | 573 |
| Plainfield Village Water District | 571 |
| Rockingham County | 609 |
| Southern New Hampshire Planning Commission | 525 |
| Strafford County | 605 |
| Town of Bedford | 116 |
| Town of Croydon | 148 |
| Town of Dummer | 158 |
| Town of Exeter | 170 |
| Town of Francestown | 173 |
| Town of Franconia | 174 |
| Town of Freedom | 176 |
| Town of Hampton Falls | 192 |
| Town of Hollis | 203 |
| Town of Moultonborough | 243 |
| Town of Newfields | 250 |
| Town of Rindge | 279 |
| Town of Rye | 284 |
| Town of Stratham | 301 |
| Town of Tuftonboro | 313 |
| *Town of Waterville Valley | 518* |
| Town of Weare | 321 |



CERTIFICATE OF COVERAGE

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Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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.

| <i>Participating Member:</i> Primex ³ Members as per attached Schedule of Members Property & Liability Program | | <i>Member Number:</i> | | <i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ 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"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | | | Each Occurrence | | |
| | | | General Aggregate | | |
| | | | Fire Damage (Any one fire) | | |
| | | | Med Exp (Any one person) | | |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | | |
| | | | Aggregate | | |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2014 | 1/1/2015 | <input checked="" type="checkbox"/> Statutory | | |
| | | | Each Accident | \$2,000,000 | |
| | | | Disease -- Each Employee | \$2,000,000 | |
| | | | Disease -- Policy Limit | | |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | | Deductible: |
| Description: Proof of Primex coverage only. | | | | | |

| | | | |
|--|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| NH Dept of Safety Hazen Dr Concord, NH 03301 | | | By: <i>Tammy Denver</i> |
| | | | Date: 1/2/2014 tdenver@nhprimex.org |
| | | | Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax |

| | |
|--------------------------------------|----------------|
| Town of Plaistow | 273 |
| Town of Plymouth | 274 |
| Town of Raymond | 277 |
| Town of Rindge | 279 |
| Town of Roxbury | 282 |
| Town of Rumney | 283 |
| Town of Rye | 284 |
| Town of Salem | 285 |
| Town of Salisbury | 286 |
| Town of Sanbornton | 287 |
| Town of Sandown | 288 |
| Town of Sandwich | 289 |
| Town of Seabrook | 290 |
| Town of Shelburne | 292 |
| Town of South Hampton | 294 |
| Town of Strafford | 299 |
| Town of Stratford | 300 |
| Town of Stratham | 301 |
| Town of Sullivan | 303 |
| Town of Sunapee | 304 |
| Town of Surry | 305 |
| Town of Tamworth | 308 |
| Town of Temple | 309 |
| Town of Thornton | 320 |
| Town of Tuftonboro | 313 |
| Town of Unity | 314 |
| Town of Wakefield | 315 |
| Town of Warren | 318 |
| Town of Washington | 319 |
| Town of Waterville Valley | 518 |
| Town of Weare | 321 |
| Town of Westmoreland | 324 |
| Town of Whitefield | 325 |
| Town of Wilmot | 326 |
| Town of Wilton | 327 |
| Town of Windham | 329 |
| Town of Windsor | 323 |
| Town of Wolfeboro | 331 |
| Town of Woodstock | 332 |
| Village District of Eidelweiss | 502 |
| Warner Village Water District | 513 |
| Woodsville Fire District | 515 |
| Woodsville Water & Light | 516 |



State of New Hampshire

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

G#C 4.18.12
#126

RQ127271

JOHN J. BARTHELME
COMMISSIONER

March 2, 2012

His Excellency, Governor John H. Lynch
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 enter into grant agreements with the two communities listed below for a total amount of \$10,000.00 for the update of their local hazard mitigation plans. Effective upon Governor and Council approval through September 18, 2014. Funding source: 100% Federal Funds.

Funding is available in the SFY 2012 operating budget as follows:

| | | | |
|-----------------------------|----------------------------------|------|-------------------------|
| 02-23-23-236010-43930000 | Dept. of Safety | HSEM | Pre-Disaster Mitigation |
| 072-500574 | Grants to Local Gov't. - Federal | | \$ 10,000.00 |
| Activity Code: 23PDM11 4393 | | | |

| Community | Vendor Code | Amount |
|---------------------------|-------------|------------------|
| Town of Franconia | 177389-B001 | \$ 5,000.00 |
| Town of Waterville Valley | 154573-B001 | \$ 5,000.00 |
| Total: | | 10,000.00 |

Explanation

The grant listed above is funded from the FFY 2011 Pre-Disaster Mitigation Competitive (PDMC) Grant Program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDMC Grant Program provides funding to sub-grantees for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. 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. Notification of this program is made to every community by email and by letter sent to the chief elected official of each community.

The PDMC Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the sub-grantee. The sub-grantee acknowledges its match obligation as part of Exhibit A to the grant agreement.

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

Respectfully submitted,


John J. Barthelme
Commissioner of Safety

GRANT AGREEMENT

R.D.#: 127056

The State of New Hampshire and the Grantee 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. Grantee Name Town of Waterville Valley | | 1.4. Grantee Address 14 Tac Lane Waterville Valley, NH 03215 | |
| 1.5. Effective Date G&C Approval | 1.6. Completion Date September 18, 2014 | 1.7. Audit Date N/A | 1.8. Grant Limitation \$5,000.00 |
| 1.9. Grant Officer for State Agency Lance D. Harbour | | 1.10. State Agency Telephone Number (603) 223-3633 | |
| "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." | | | |
| 1.11. Grantee Signature 1 <i>William Rhoades</i> | | 1.12. Name & Title of Grantee Signor 1 William Rhoades, Chairman, Selection | |
| Grantee Signature 2 <i>Margaret C Turner</i> | | Name & Title of Grantee Signor 2 Margaret C Turner, Selection | |
| Grantee Signature 3 <i>William M. Ames</i> | | Name & Title of Grantee Signor 3 William M. Ames, Selection | |
| 1.13. Acknowledgment: State of New Hampshire, County of <i>Grafton</i> , on 12/21/11, 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) <i>Carina Racicot</i> | | CARINA RACICOT, Notary Public My Commission Expires May 11, 2015 | |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Carina Racicot, Notary Public</i> | | | |
| 1.14. State Agency Signature(s) <i>Wesley J. Colby</i> | | 1.15. Name & Title of State Agency Signor(s) Wesley J. Colby, Director of Administration | |
| 1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>Rosemary Wiant</i> Assistant Attorney General, On: 3/21/12 | | | |
| 1.17. Approval by Governor and Council By: _____ On: 1/1 | | | |

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 WR
Page 1 of 6

Met Wiant
Date 12/21/11

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.

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.

RECORDS and ACCOUNTS.

1. 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, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

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 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.

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.

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.

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.

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

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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 hereafter 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.

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EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is awarding the Town of Waterville Valley \$5,000.00 to update their Local Hazard Mitigation Plan.
2. Products will include quarterly project progress reports, a draft and final local updated hazard mitigation plan. The draft plan will be submitted to HSEM electronically for review and comment. HSEM will then submit the plan to FEMA Region 1 for review and comment.

Comments resulting from these reviews shall be addressed by the Town and resubmitted to HSEM for FEMA conditional approval prior to local adoption of the final plan. The Town of Waterville Valley agrees to provide the above final adopted plan to HSEM in the following format: 1 printed copy and 1 electronic copy, via compact disk.

3. The Town of Waterville Valley agrees that the project grant period ends September 18, 2014.
4. The Town of Waterville Valley agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. The Town of Waterville Valley 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 Town of Waterville Valley shall maintain documentation of the 25% cost share required by this grant and agreed upon by the Town.

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EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

| | Applicant | Grant | |
|---|------------|-----------------|-------------|
| | Share | (Federal Funds) | Cost Totals |
| Project Cost | \$1,667.00 | \$5,000.00 | \$6,667.00 |
| The Project Cost is 75% Federal Funds, 25% Applicant Share. | | | |

2. PAYMENT SCHEDULE

- a. The Town of Waterville Valley agrees the total payment by HSEM under this grant agreement shall be \$5,000.00.
- b. HSEM shall reimburse \$5,000.00 to the Town of Waterville Valley upon HSEM receiving appropriate documentation of expended funds from the Town of Waterville Valley.
- c. HSEM may advance funds to the Town of Waterville Valley in accordance with the procedures outlined in the Grant Administration Plan.

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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 grantee must be returned to the Department of Safety, Division of Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. The Town of Waterville Valley 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 Town of Waterville Valley 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, they have or will notify their auditor of the above requirements prior to performance of the audit. They 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. They 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.

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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.