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State of New Hampshire

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

ROBERT L. QUINN COMMISSIONER OF SAFETY

May 21, 2019

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 enter into a grant agreement with the Town of Seabrook (VC#177475-B001) to purchase and install a backup generator for the Town Hall which serves as the secondary Emergency Operations Center (EOC) for a total amount of \$20,000.00. Effective upon Governor and Council approval through September 30, 2019. Funding source: 100% Federal Funds.

Funding is available in the SFY 2019 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 Go	ov't - Federal		
Activity Code: 23EMPG 2017			\$20,000.00

Explanation

The purpose of this grant agreement is for the Town of Seabrook to purchase and install a backup generator for the Town Hall which serves as the secondary Emergency Operations Center (EOC). The grant listed above is funded from the FFY 2017 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 and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert 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 Approval1.6. Account NumberAU #80920000		1.7. Completion Date September 30, 2019	1.8. Grant Limitation \$20,000.00			
1.9. Grant Officer for Sta Olivia Bourque, EMPO	te Agency Program Coordinator	1.10. State Agency Telephone Number (603) 223-3639				
"By signing this form we certif grant, including if applicable l		h any public meeting requiren	ent for acceptance of this			
1.11. Subrecipient Signa	ture 1	1.12. Name & Title of Su About Khar	ubrecipient Signor 1			
Subsecipient Signature 7	ale.	Name & Title of Subrecipient Signor 2 Theresa Kule Selectmen				
Subrecipient Signature 3 Name & Title of Subrecipient Signor 3 Name & Title of Subrecipient Signor 3 Kall Brown Select new						
1.13. Acknowledgment: State of New Hampshire, County of Rockingham, on 5/20/19 / /, 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 & Fitle of Notary Public or Justice of the Peace (Commission Expiration) HMY DAVIS, NDHAVY PUBLIC 6/6/23						
1.14. State Agency Signature(s)1.15. Name & Title of State Agency Signor(s)By:On: 5/22/9Steven R. Lavoie, Director of Administration						
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)						
By: Man Assistant Attorney General, On: 523009						
1.17. Approval by Governor and Council (if applicable)						
By: On: / /						

2. <u>SCOPE OF WORK</u>: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 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").

3.)_(

Subrecipient Initials: 1.)



Page 1 of 6

 <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.
 9.2.

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>
- The Grant Amount is identified and more particularly described in EXHIBIT 5.2. B, attached hereto.
- 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable 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 of the Project. The State 11.1.
 5.5. shall have no liabilities to the Subrecipient other than the Grant Amount.
- 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, in no event shall the total of all 11.1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3
 6. 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, laws regulations, and orders of federal, state, county, 11.2.1 or municipal authorities which shall impose any obligations or duty upon the
 Subrecipient, including the acquisition of any and all necessary permits.

7.1. <u>RECORDS and ACCOUNTS</u>.

- 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, transportation, 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 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. includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3
- of these provisions
 PERSONNEL.
 - The Subrecipient 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 Subrecipient notice of such termination.

EVENT OF DEFAULT: REMEDIES.

9.5.

- Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of 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 hereunder; or
- 11.2. Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or 11.2.1 more, or all, of the following actions:
 - 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) 2.2 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 accrue to the Subrecipient during the period from the date of such notice until such time as the State 2.3 determines that the Subrecipient has cured the Event of Default shall never be
- paid to the Subrecipient; and
- 11.2.4 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 agreement as breached and pursue any of its remedies at law or in equity, or both.

- 2. <u>TERMINATION</u>.
- 1.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
 - Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
 - <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: 5 2019

Page 2 of 6

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 subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 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 Exhibit A without the prior written consent of the State.
- INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 16. 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 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. agreement.
- 17. INSURANCE AND BOND.
- The Subrecipient shall, at its own expense, obtain and maintain in force, or shall 17.1 require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 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.
 - WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 - AMENDMENT. This Agreement may be amended, waived or discharged only 20 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 assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 - THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 - 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.

Subrecipient Initials: 1.) 2.)

3.)

Date: 5 20 19

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 Town of Seabrook (hereinafter referred to as "the Subrecipient") \$20,000.00 to purchase and install a replacement generator at their Town Hall.
- "The Subrecipient" agrees that the project grant period ends September 30, 2019 and that a final 2. performance and expenditure report will be sent to "the State" by October 31, 2019.
- 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.

Subrecipient Initials: 1.) 2.) (100 3.) (100 Date: 5) 2019

Page 4 of 6

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant				
	Share	(Federal Funds)	Cost Totals			
Project Cost	\$20,000.00	\$20,000.00	\$40,000.00			
Project Cost is 50% Federal Funds, 50% Applicant Share						
Awarding Agency: Federal Emergency Management Agency (FEMA)						
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2017-00005-S01						
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)						
Applicant's Data Universal Numbering System (DUNS): 092053040						

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$20,000.00.
- b. "The State" shall reimburse up to \$20,000.00 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).

Subrecipient Initials: 1.) 2.) (120 - 3.) Date: 5/30/19

Page 5 of 6

EXHIBIT C

Special Provisions

- 1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is 2. terminated for any reason other than completion of the project.
- Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving 3. the advanced funds.
- "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 4. 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. Le 3.) Date: 5/30/19

Page 6 of 6

BOS Meeting 5/20/19 at 10AM Bill, Aboul, Theresa & Ella

Ch. opened meeting at 10:02AM

Public Hearings

Grant - \$40K Town Hall Generator Ch. opened at 10:05AM Bill said the current generator is still working but is underpowered and cannot run the elevator. Chief Edwards & E.M. were able to secure this grant. Billy said by opening the town hall as a second EEOC office it opened up grants for us to get for the town hall. Today is the deadline so if the board makes the motion today they will take it right up to Concord.

Aboul said this generator has been put on the ballot for many years but has not passed. This is a very good thing that Chief Edwards and his department has accomplished.

No public input

Theresa, Ella, Unanimous move to accept the terms of the EMPG as present in amt of \$20K for town hall generator project. Furthermore, the BOS acknowledges total project cost of \$40K in which town responsible for a 50% match of \$20K.

Bill explained that the \$20K from the town would be in a soft match. Any work that has been done by the office(s) will be included towards this amount and as of today the town has presented evidence that has been accepted as the \$20K.

Closed hearing at 10:12AM



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.

Participating Member: Member Number: Primex3 Members as per attached Schedule of Members Property & Liability Program		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624				
	Type of Coverage	Effective Dete (mm/dd/yyyy)	Expiration (mm/dd/y	Dete YVY)	Limits - NH Statutory Limits	May Apply, If Not:
X	General Liability (Occurrence Form) Professional Liability (describe) Claims Claims Made Occurrence	7/1/2018	7/1/20		Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
	Automobile Liability Deductible Comp and Coll: Any auto				Combined Single Limit (Each Accident) Aggregate	
	Workers' Compensation & Employers' Liability				Statutory	
					Each Accident	
					Disease - Each Employee	
					Disease — Policy Limit	
	Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange		
			By:	Tammy Denver	
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date:	6/25/2018 tdenver@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax	

Town of Randolph	276
Town of Raymond	277
Town of Richmond	278
Town of Roxbury	282
Town of Rumney	283
Town of Salem	285
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Sharon	291
Town of Shelburne	292
Town of Stark	297
Town of Stewartstown	298
Town of Stoddard	310
Town of Strafford	
	299
Town of Stratford	300
Town of Sugar Hill	302
Town of Surry	305
Town of Sutton	306
Town of Tamworth	308
Town of Thornton	320
Town of Unity	314
Town of Warren	318
Town of Wentworth	330
Town of Whitefield	325
Town of Wilmot	326
Town of Winchester	328
Town of Windham	329
Town of Wolfeboro	331
Troy Water/Sewer Department	582
Unity School District	945
Upper Valley Lake Sunapee Regional Planning Commission	570
Village District of Eastman	501
Village District of Eidelweiss	502
Village District of Little Boar's Head	405
Village of Northwood Ridge Water District	461
Wakefield School District	946
Warner Village Water District	513
Warren School District	767
Washington School District	862
Waterville Estates Village District	580
Waterville Valley School District	947
Weare School District	759
Wentworth School District	760
Westword School District	761
White Mountains Regional School District	811
Wilmot Volunteer Fire Company	589
Wilton Public & Gregg Free Library	578
Wilton-Lyndeborough Cooperative School District Winchester School District	763
Winchester School District	948
Windsor School District	771
	863
Winnacunnet Cooperative School District	806
Winnisquam Regional School District	764
Woodsville Fire District	515



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 calegories 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: Member Number: Primex3 Members as per attached Schedule of Members Workers' Compensation Program			Compeny Alfording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
	Effective Data				Covers/ Reserve
General Liability (Occurrence Form)				Each Occurrence	
Professional Liability (describe)				General Aggregate	
Cisims Occurrence				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll:				Combined Single Limit (Each Accident) Aggregate	
				-AAIoAate	
X Workers' Compensation & Employers' Liability	1/1/2019	1/1/202	20	X Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease - Each Employee	
				Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Broof of Brimey Member coverage only					

In: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange		
			By:	Tannag Denver	
NH Dept of Safety			Date:	12/17/2018 Idenver@nhprimex.org	
33 Hazen Dr. Concord, NH 03301				Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax	

Town of Northfield Town of Northumberland Town of Northwood Town of Nottingham Town of Orange Town of Orford Town of Pembroke Town of Pittsburg Town of Pittsfield Town of Plainfield Town of Plaistow Town of Plymouth Town of Raymond Town of Rindge Town of Rollinsford Town of Roxbury Town of Runney Town of Rye Town of Salem Town of Salisbury Town of Sanbornton Town of Sandown Town of Sandwich Town of Seabrook Town of Shelburne Town of South Hampton Town of Springfield Town of Strafford Town of Stratford Town of Stratham Town of Sullivan Town of Sunapee Town of Surry Town of Swanzey Town of Tamworth Town of Temple Town of Thornton Town of Tilton Town of Troy Town of Tuftonboro Town of Unity Town of Wakefield Town of Walpole Town of Warner Town of Warren Town of Washington Town of Waterville Valley Town of Weare Town of Webster Town of Westmoreland Town of Whitefield Town of Wilmot Town of Wilton Town of Windham Town of Windsor Town of Wolfeboro Town of Woodstock Village District of Eidelweiss Warner Village Water District Woodsville Fire District Woodsville Water & Light Department

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Award Letter

U.S. Department of Homeland Security Washington, D.C. 20472



Cindy Richard NH Dept. of Safety, Div. of Homeland Security & Emergency Management 33 Hazen Drive Concord, NH 03305 - 0011

Re: Grant No.EMB-2018-EP-00007

Dear Cindy Richard:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2018 Emergency Management Performance Grants has been approved in the amount of \$3,480,972.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,480,972.00 of non-Federal funds, or 50.00 percent of the total approved project costs of \$6,961,944.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- · Agreement Articles (attached to this Award Letter)
- · Obligating Document (attached to this Award Letter)
- FY 2018 Emergency Management Performance Grants Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

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PAUL FRANCIS FORD Regional Administrator