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# State of New Hampshire

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

KEVIN P. O'BRIEN  
ASSISTANT COMMISSIONER

JOHN J. BARTHELMES  
COMMISSIONER OF SAFETY

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

May 10, 2016

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 (HSEM) requests authorization to enter into a grant agreement with the Cheshire County Sheriff's Office (VC#177372-B006) for the purchase and installation of ergonomic furniture, five (5) LCD monitors, communications equipment and associated costs for relocating the existing communications equipment for a total amount of \$99,776.00. Effective upon Governor and Council approval through September 30, 2017. Funding source: 100% Federal Funds.

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

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EMPG 2015			\$99,776.00

### Explanation

The Cheshire County Sheriff's Office is relocating and upgrading its Dispatch Center within their headquarters in Keene, NH. The move will allow for an expansion, increasing their dispatch capabilities with five (5) new stations, as well as removing it from the basement of the building where intermittent flooding occurs. The dispatch center is the primary dispatch for law enforcement for twenty-two (22) towns within Cheshire County. The project also includes five (5) LCD monitors, additional phones, network power switches and uninterruptable power supplies. The grant listed above is funded from the FFY 2015 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.

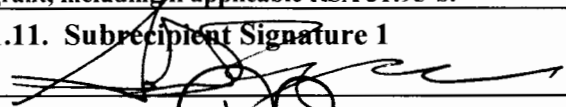



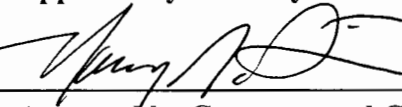
Respectfully submitted,

*John J. Barthelmes*  
John J. Barthelmes  
Commissioner of Safety



**GRANT AGREEMENT**

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

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Cheshire County Sheriff's Office (VC#177372-B006)		<b>1.4. Subrecipient Tel. #/Address</b> 603-355-3023 12 Court Street, Keene, NH 03431	
<b>1.5 Effective Date</b> G&C Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> September 30, 2017	<b>1.8. Grant Limitation</b> \$99,776.00
<b>1.9. Grant Officer for State Agency</b> Cindy Richard, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Stillman Rogers, Chair County Commissioners	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> Eliezer Rivera, Cheshire County Sheriff	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Cheshire, on 4/20 /16, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 		<b>RODNEY A. BOUCHARD, Justice of the Peace</b> M: Commission Expires January 28, 2020	
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Rodney Bouchard, JP			
<b>1.14. State Agency Signature(s)</b> By:  On: 5/10/16		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Dir. of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 5/12/2016			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

**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 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.)  3.) \_\_\_\_\_ Date: 4/20/16

3. AREA COVERED. 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 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 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. 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the 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 matters covered by this Agreement. As used in this paragraph, "Subrecipient" 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
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The 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 combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the 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.
- 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 Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. 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 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 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) days after giving the Subrecipient notice of termination; and
  - 11.2.2 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 determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
  - 11.2.3 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
  - 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 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.
- 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 Subrecipient 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 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.
- 12.4. 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.
13. CONFLICT OF INTEREST. 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

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

Date: 4/20/16

- 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. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee 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, 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.
  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 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 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 agreement.
  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 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
    - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
  18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
  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, if required, or by the signing State Agency.
  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.

Subrecipient Initials: 1.)



2.)





3.)

Date: 4/20/16

**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 Cheshire County Sheriff's Office (hereinafter referred to as "the Subrecipient") \$99,776.00 for the relocation and purchase and installation of ergonomic furniture and communications equipment upgrades at the county's Public Safety Communications Center.
2. "The Subrecipient" agrees that the project grant period ends September 30, 2017 and that a final performance and expenditure report will be sent to "the State" by October 31, 2017.
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 Subrecipient" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.)      2.)      3.) \_\_\_\_\_ Date: 4/20/16  
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**EXHIBIT B**

Grant Amount and Method of Payment

**1. GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	\$99,776.00	\$99,776.00	\$199,552.00
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMW-2015-EP-00067			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 005128913			

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$99,776.00.
  
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within 45 days.

Subrecipient Initials: 1.) SR      2.) GL      3.) \_\_\_\_\_      Date: 4/20/16  
Page 5 of 6

**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 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.) SR      2.) AL      3.) \_\_\_\_\_      Date: 4/20/16  
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# County of Cheshire

12 Court Street, Keene, NH 03431  
Website: [www.co.cheshire.nh.us](http://www.co.cheshire.nh.us)

## CERTIFICATE OF AUTHORITY

I, Charles Weed, Vice Chair of the Commissioners, do hereby certify that:

1. I am a duly elected Officer of the County of Cheshire.
2. The following is a true copy of the resolution duly adopted at a meeting of the Commissioners of the County of Cheshire duly held on April 20, 2016:

**RESOLVED:** That the Chairman of the Commissioners is hereby authorized on behalf of this County to enter into the said contract with the State of New Hampshire Department of Safety and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 20th day of April, 2016.

4. Stillman Rogers is the duly elected Chairman of the Commissioners of the Agency.

(Vice Chair of the Commissioners, Charles Weed)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 20th day of April, 2016 by Charles Weed.

Rodney Bouchard, Justice of the Peace

Commission Expires: 11/28/2020

Area Code 603



**MINUTES**  
**Cheshire County Commissioners Meeting**  
**Wednesday April 20, 2016 9:30AM**  
**County Hall Building**  
**Commissioners Conference Room**  
**Keene, NH 03431**

**PRESENT:** Commissioners Stillman Rogers, Charles Weed, and Peter Graves

**STAFF:** County Administrator Coates, Finance Director Trombly, HR Director Hurley, Grants Manager Bansley, County Attorney McLaughlin, and Assistant County Administrator (ACA) Bouchard

At 9:30AM Chairman Rogers opened the meeting and recognized County Administrator Coates for the purpose of receiving the weekly operational report.

Coates then reminded Commissioner Graves that he is scheduled to attend a voter participation panel meeting on April 25<sup>th</sup> at the Railroad Square Senior Center on Community Way in Keene.

Coates asked Sheriff Rivera to briefly discuss the project that he has been working on that will recognize John S. Walker, Sr. as the first Police Officer killed in the line of duty in NH. Sheriff Rivera spoke of the research that he has been conducting for the past two (2) years and said that on April 22, 1886 Walker was at the scene of a domestic argument in Walpole and was struck by the husband with an axe which caused his subsequent death a few weeks later. Due to the documentation that the Sheriff has been able to assemble, Walker will be officially recognized as the first Police Officer to die in the line duty in NH. He said that on May 20<sup>th</sup> of this year his name will be read for the first time in a roll call honoring fallen Police Officers.

Coates reminded the Commissioners that the Maplewood Sub-committee would be meeting again on Friday April 29<sup>th</sup> at 10:00AM at 12 Court Street.

He then said that on Thursday a public meeting on the proposed pipeline will be held at Keene City Hall at which State Public Utilities Commission (PUC) personnel will be present. He said that he will be attending the meeting.

Coates addressed a request from the Keene City Manager to discuss the feasibility of pursuing a joint purchasing cooperative effort between the County, Keene, and other towns. A discussion began concerning the possible areas of joint interest and will be followed-up on in the next few weeks.

A discussion concerning the possible use of Sheriff's services to patrol County municipalities began and Coates said that he has had some very preliminary talks with a few towns that are considering moving from municipal Police Departments to contacting patrol services through the Sheriff's office.

Sheriff Rivera said that he wanted to be very clear that he strongly supports all of the County's local Police Departments and their personnel, and in no circumstances would he approach a town to offer services to supplant the current department's functions. He said that only if the Sheriff's department was specifically being asked to discuss the issue by the town Selectboards would he engage in such a discussion.

Coates then said that at the May 4<sup>th</sup> meeting a discussion concerning the overall economic development status of the County will be had and that the Phil Suter of the Keene Chamber of Commerce and Jack Dugan of the Monadnock Economic Development Corporation would be attending.

**MINUTES**  
**Cheshire County Commissioners Meeting**  
**Wednesday April 20, 2016 9:30AM**  
**County Hall Building**  
**Commissioners Conference Room**  
**Keene, NH 03431**

Coates discussed the use of the delegation hall as a public meeting space and said that the first of hopefully many public events are being scheduled by the Horatio Colony Museum for June 23<sup>rd</sup> and July 14<sup>th</sup>.

Grants Manager Bansley was then recognized and presented the following Master Agenda Item:

Master Agenda Item #377: EMPG Dispatch Relocation/Upgrade Project Grant. Bansley asked that the Commissioners vote to accept the EMPG grant agreement terms as presented for \$99,776.00, with a total project cost of \$199,552.00 that includes a match of \$99,776.00 to come from the Sheriff Dispatch Capital Equipment budget line for communications center construction. **Following review and questions, Commissioner Graves moved to accept the grant as presented and was seconded by Commissioner Weed. The County of Cheshire Board of Commissioners, in a majority vote, accepted the terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$99,776.00 for the purchase of equipment. Furthermore, the Board of Commissioners acknowledges that the total cost of this project will be \$199,552.00, in which the County will be responsible for a 50% match (\$99,776.00).**

Master Agenda Item#373: Linda Ruben - CMC Living Wage Initiative was then taken-up for discussion. Administrator Coates introduced Linda Ruben, Director of the Healthiest Community Initiative to discuss the Monadnock Living Wage work group program. Rubin reviewed two (2) PowerPoint presentations and discussed what the Living Wages are for the Monadnock Region and how it is calculated. She discussed the business case and community benefits for advancing wages in community and discussed the impact on families and children in a living wage household. A discussion of wages, housing costs and the overall cost of living in the area was had. The Commissioners and staff asked questions and discussed the possible impact of the program and costs associated with implementing the initiative. Rubin said that a presentation on "Making the Case for Becoming A Living Wage Workplace and Community" will take place on Wednesday, April 27<sup>th</sup> from 12:00PM to 2:00PM at the Hannah Grimes Center Conference Room. A second meeting will also be held under the banner of the "Healthy Community Summit" on May 17<sup>th</sup> and will run from 7:30AM to 3:00PM.

The Commissioners thanked Rubin for her presentation and said that they found her presentation very informative.

**At 10:40AM Pursuant to RSA 91-A (II) (a), (b) and (c), Commissioner Weed moved to go into non-public session to discuss the hiring of any person as a public employee. Commissioner Graves seconded the motion and upon vote the motion passed unanimously.**

**As a result of deliberations in non-public a decision was made to extend an offer to J. P. as the Maplewood Activities Director at wage to be determined, but not to exceed \$32.96 per hour, which reflects their advanced education, training, and experience for the position. Upon vote of the Commissioners, the motion was unanimous.**



## CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Primex <sup>3</sup> 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 <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	1/1/2016	1/1/2017	Each Occurrence	\$ 5,000,000
	<b>Professional Liability (describe)</b>			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b>			Combined Single Limit (Each Accident)	
	Deductible    Comp and Coll:			Aggregate	
	<input type="checkbox"/> Any auto				
	<b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
NH Dept of Safety Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 12/31/2015    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-0650 fax

<b>Member</b>	<b>Member #</b>
Bay Sewage District	558
Belknap County	607
→ Cheshire County	601
City of Claremont	141
Lakes Region Mutual Fire Aid	529
Lamprey Regional Solid Waste	505
Merrimack County	604
NH Public Risk Management Exchange	573
Oyster River Cooperative School District	769
Penacook Rescue Squad	531
Plainfield Village Water District	571
Rockingham County	609
Southern New Hampshire Planning Commission	525
Strafford County	605
Town of Alton	105
Town of Ashland	109
Town of Bedford	116
Town of Croydon	148
Town of Deerfield	152
Town of Dummer	158
Town of Exeter	170
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Gilford	178
Town of Hampton Falls	192
Town of Hollis	203
Town of Meredith	235
Town of Moultonborough	243
Town of Newfields	250
Town of Pembroke	267
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
Town of Webster	322
Town of Woodstock	332



## CERTIFICATE OF COVERAGE

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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>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Primex <sup>3</sup> Members as per attached Schedule of Members Workers Compensation Program		NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Tammy Denver</i>
NH Dept of Safety Hazen Dr. Concord, NH 03301			<b>Date:</b> 12/31/2015    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-0650 fax

<b>Member Name</b>	<b>Member #</b>
Allenstown Sewer Commission	512
Barrington School District	838
Bay Sewage District	558
BCEP Solid Waste	510
Belknap County	607
Berlin Housing Authority	527
Bethlehem Village District	568
Campton Village Precinct	565
Campton-Thornton Fire Department	550
Capital Area Fire Compact	546
Carroll County	600
→ Cheshire County	601
City of Claremont	141
City of Keene	210
City of Laconia	213
City of Portsmouth	275
Claremont Housing Authority	528
Clarksville School District	816
Colebrook Fire Precinct	577
Colebrook School District	709
Columbia School District	818
Concord Housing Authority	522
Coos County	602
Derry Housing and Redevelopment Authority	530
Dover Housing Authority	551
Emerald Lake Village	535
Exeter Housing Authority	503
Freedom School District	833
Goffstown School District	720
Goffstown Village Precinct	553
Governor Wentworth Regional School District	721
Greenville Estates Village District	556
Gunstock Mountain Resort	543
Hillsborough County	608
Hopkinton Village Precinct	554
Keene Housing	504
Laconia Housing Authority	555
Lakes Region Mutual Fire Aid	529
Lamprey Regional Solid Waste	505
Lebanon Housing Authority	523
Littleton Water & Light	524
Madison School District	926
Manchester Housing Authority	520
Manchester Transit Authority	506
Merrimack County	604
Merrimack Village District	561
Milford Area Communications Center	545
Mountain Lakes District	534
Nashua Housing Authority	549
New Boston School District	740
New London/Springfield Water	539
Newfields Water & Sewer	560
NH Public Risk Management Exchange	573
North Haverhill Precinct	508
Oyster River Cooperative School District	769
Pembroke Water Works	532
Penacook Rescue Squad	531
Penacook-Boscawen Water	548
Pillsbury Lake District	540
Pittsburg School District	823
Plainfield Village Water District	571