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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4493 1-800-852-3345 Ext. 4493
Fax: 603-271-0545 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

April 16, 2013

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

100% other funds
(Dept of Safety)

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, to enter into a grant agreement with the City of Laconia (Vendor #177419 B002), 848 North Main Street, Laconia, NH 03246, under which the Division of Public Health Services will provide two portable ventilators and necessary accessories valued at \$13,980.00 to enhance respiratory medical capacity in response to a large-scale health emergency, using funding supported by the federal Department of Homeland Security Grant to New Hampshire, to be effective on the date of Governor and Council approval, and until the grant agreement is terminated by one of the parties. Funds for the state purchase of the portable ventilators, pursuant to this grant agreement, were established in:

05-95-90-902510-5917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, MMRS

The funds were established in two stages: 1) in an item approved by the Legislative Fiscal Committee on November 15, 2010 #FIS 10-339 and by the Governor and Executive Council on December 8, 2010 Item #129; and 2) in an item approved by the Legislative Fiscal Committee on October 28, 2011 #FIS 11-303 and by the Governor and Executive Council on November 9, 2011 Item #97. Under this grant agreement, no funds are being exchanged between the City of Laconia and the Division of Public Health Services. The Division of Public Health Services is providing the portable ventilators to the City of Laconia at a cost to the Division of Public Health Services of \$13,980.00. Funding is supported by 100% Other Funds from the Department of Safety that had been secured under the federal Homeland Security Grant.

EXPLANATION

Under this grant agreement for the preparedness initiative 'Critical Care and Supplemental Oxygen Program,' the Division of Public Health Services will provide two portable ventilators and associated accessories, purchased by the Division of Public Health Services with federal Department of Homeland Security grant funds from the Department of Safety, for use during public health emergencies that pose respiratory problems requiring ventilator equipment (for example, an outbreak of severe pandemic influenza). Under the grant agreement, the City of Laconia Emergency Medical Services Unit agrees to: participate in the training provided by the Division of Public Health Services on the use of the ventilators; inventory them and provide routine maintenance; and deploy the ventilators when needed in its service area or another part of the state, as requested by the Division of Public Health Services. The intent of these funds is to reduce adverse clinical outcomes in New Hampshire that could result from a lack of adequate numbers of ventilators to support patients with significant respiratory issues.

Her Excellency, Governor Margaret Wood Hassan
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April 16, 2013
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This initiative is part of the on-going, federally-funded Hospital Preparedness Program undertaken by the Department of Health and Human Services and the New Hampshire Hospital Association to upgrade the preparedness of hospitals and municipal Emergency Medical Services Units to respond to incidents requiring mass immunization, treatment, isolation and quarantine, decontamination or other emergency medical responses within their communities and regions.

The offer to participate in the 'Critical Care and Supplemental Oxygen Program,' was made in person and in writing to: a) the Emergency Management Coordinators from the 26 eligible, participating acute care hospitals in the Hospital Preparedness Program; b) one specialty hospital with patients on ventilators; c) municipal Emergency Medical Services Units; and d) the federally-funded Northern New England Metropolitan Medical Response System unit at Dartmouth College, a unique and critical partner in New Hampshire's planning and response for wide-scale medical emergencies. Nineteen hospitals, the one Metropolitan Medical Response System unit, and 10 municipal Emergency Medical Services units responded affirmatively, and were then sent the Grant Agreement and associated documents to sign and return - see the attached list.

Should Governor and Council not authorize this Request, New Hampshire's ability to respond to public health emergencies posing respiratory problems (for example, outbreaks of severe pandemic influenza) would be significantly diminished, resulting in poor clinical outcomes for patients.

The following performance measures will be used to measure the effectiveness of the grant agreement:

- By September 30, 2013, the portable ventilators will be inventoried by the hospital, and operational.
- By September 30, 2013, EMS staff will be trained on the use of the portable ventilator.
- By September 30, 2013, the EMS unit will be prepared to provide the Division with usage data on the ventilators, in order to continually assess the program and make improvements where needed.

Area served: the ventilators will enhance the ability to respond to public health emergencies in Laconia, New Hampshire and the surrounding area, or elsewhere in the state as requested by the Department of Health and Human Services.

Source of Funds: 100% Other Funds from the Department of Safety that had been secured under the Federal Homeland Security Grant.

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MA/js

ATTACHMENT
Critical Care and Supplemental Oxygen Program
Hospitals, Municipal EMS Units, and MMRS Accepting Portable Ventilators

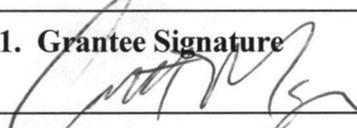
NAME	ADDRESS	
<u>Hospitals</u>		
1 Alice Peck Day Memorial Hospital	10 Alice Peck Day Drive, Lebanon, NH	03756
2 Androscoggin Valley Hospital	59 Page Hill Rd, Berlin, NH	03570
3 Cheshire Medical Center	580 Court Street, Keene, NH	03431
4 Catholic Medical Center	100 McGregor Street, Manchester, NH	03102
5 Concord Hospital	250 Pleasant St., Concord, NH	03301
6 Cottage Hospital	90 Swiftwater Rd, Woodsville, NH	03785
7 Crotched Mountain Rehabilitation Center	One Verney Drive, Greenfield, NH	03047
8 Elliot Hospital	One Elliot Way, Manchester, NH	03103
9 Frisbie Memorial Hospital	11 Whitehall Rd, Rochester, NH	03867
10 Huggins Hospital	240 South Main St, Wolfeboro, NH	03894
11 LRGHealthcare dba Lakes Region General Hosp.	80 Highland St, Laconia, NH	03246
12 LRGHealthcare dba Franklin Regional Hospital	18 Aiken Ave, Franklin, NH	03235
13 Littleton Regional Hospital	600 St. Johnsbury Rd, Littleton, NH	03561
14 Mary Hitchcock Memorial Hospital	One Medical Center Drive, Lebanon, NH	03756
15 New London Hospital	273 Country Rd., New London, NH	03257
16 Speare Memorial Hospital	16 Hospital Road, Plymouth, NH	03264
17 Upper Connecticut Valley Hospital	181 Corliss Lane, Colebrook, NH	03576
18 Valley Regional Hospital, Inc.	243 Elm St., Claremont, NH	03743
19 Weeks Medical Center	173 Middle St, Lancaster, NH	03584
20 MMRS at Dartmouth College	11 Rope Ferry Road, Hanover, NH	03755
<u>Municipal EMS Units</u>		
21 Town of Colebrook		
22 Conway Village Fire District, NH		
23 Town of Derry, NH		
24 City of Dover, NH		
25 Town of Durham, NH		
26 Town of Gorham, NH		
27 City of Laconia, NH		
28 City of Lebanon, NH		
29 Towns of Tilton and Northfield, NH		
30 Towns of Warren and Wentworth, NH		

GRANT AGREEMENT

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 Health and Human Services Division of Public Health Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3. Grantee Name City of Laconia		1.4. Grantee Address 45 Beacon Street Laconia, NH 03246	
1.5. Effective Date Date of G&C approval	1.6. Completion Date Until Terminated	1.7. Audit Date N/A	1.8. Grant Limitation 2 Portable Ventilators
1.9. Grant Officer for State Agency Lisa L. Bujno, MSN, APRN, Bureau Chief		1.10. State Agency Telephone No. (603) 271-4501	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Scott Meyer, City Manager	
1.13. Acknowledgment: State of New Hampshire, County of Belknap, on 3/21/13, Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)  KATIE A. WALSH, Notary Public My Commission Expires Feb. 9, 2015			
1.13.2. Name and Title of Notary Public or Justice of the Peace Katie A. Walsh, N.P.			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Lisa L. Bujno, Bureau Chief	
1.16. Approval by Attorney General (Form, Substance and Execution)  By: Jennifer R. Herrick Assistant Attorney General, On: 11 15 May 2013			
1.17. Approval by the Governor and Council <p align="center">On: / /</p>			

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"), 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"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

3. EFFECTIVE DATE; COMPLETION OF PROJECT.

3.1. 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").

3.2. Except as otherwise specifically provided for 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").

4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.

4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

4.3. 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 4.5 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 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

4.4. 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.

4.5. 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.

5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date 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.

7.2. 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.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who 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

or data, computer printouts, notes, letters, memoranda, papers, 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, unless otherwise specified in Exhibit C.

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 representative, officer, member or 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 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 contractor, 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 representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker'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.
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 its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. 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 sole 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 worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for 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. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
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 or 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.

EXHIBIT A

1. GENERAL PROJECT DESCRIPTION

This Agreement is authorized under the provisions of the Department of Homeland Security (DHS) Appropriations Act of 2007 (P.L. 109-90) and the FFY 2007 and FFY 2008 Homeland Security Grant Program (HSGP) guidance.

The FFY 2007 and FFY 2008 HSGP State Homeland Security Program (SHSP) provide funds to enhance the capability of State and local units of Government to prevent, deter, respond to and recover from incidents of terrorism involving the use of chemical, biological, radiological, nuclear and explosive (CBRNE) weapons attacks, as well as all-hazards incidents.

The purpose of this Agreement is to identify the affiliation between the Department of Health and Human Services (DHHS), and the Municipality of Laconia, NH to acquire respiratory equipment for the Municipality's Emergency Medical Services (EMS) Unit under the Critical Care and Supplemental Oxygen Program, as arranged and approved by the State Administrative Agency for the HSGP, the Department of Safety (DOS), and in accordance with the DHS approved State Homeland Security Strategy.

FFY 2007 and FFY 2008 HSGP guidance states "Each state shall make no less than 80% of the total grant program amount available to local units of government..." The purpose of this Agreement is to acknowledge that DHHS will purchase, deliver, and provide for major repairs or replacement (as funds allow). The Municipality of Laconia will provide routine maintenance, store, and deploy when needed, the portable ventilator equipment and associated accessories to enhance the overall medical surge capability in Laconia, NH and the surrounding area, or statewide as requested by NH DHHS, in response to a large-scale health event.

2. WORK TO BE PERFORMED BY GRANTEE

Municipality of Laconia EMS Unit

- a. Will act as the recipient of FFY 2007 and 2008 SHSP-funded equipment and associated accessories. on behalf of the Municipality of Laconia, NH.
- b. Will inventory, track, provide routine maintenance and deploy internally as needed, the equipment and associated accessories provided by DHHS under the Critical Care and Supplemental Oxygen Program.
- c. Will participate, as requested with DHHS in training on the respiratory equipment provided.
- d. Will provide the DOS and DHHS with information requested about the usage of the ventilator equipment to continually assess the program and make improvements where needed.
- e. Will maintain possession/ownership of the ventilator(s) and associated supplies until termination of participation in the program.
- f. Will make equipment available for inspection/audit, as requested by DHHS.

3. WORK TO BE PERFORMED BY GRANTOR

The DHHS:

- a. Will use FFY 2007 and FFY 2008 SHSP funds on behalf of municipalities for the Critical Care and Supplemental Oxygen Program.
- b. Will purchase respiratory equipment with service agreements, and associated accessories.
- c. Will set-up and deliver the equipment to participating hospitals and municipal EMS Units.
- d. Will provide and coordinate training for hospitals and municipal EMS units on the equipment delivered.

- e. Will request deployment if the ventilators are needed for an emergency in other locations.
- f. Will collect, analyze and report data on ventilator use at each hospital and municipal EMS Unit.

4. EFFECTIVE DATE

This Grant Agreement shall be effective upon signature by the Governor and Executive Council and shall continue until terminated.

The remainder of this page is intentionally left blank.

EXHIBIT B

1. PROJECT COSTS

1.1 Project Costs

The portable ventilators and required accessories to be delivered to the Grantee by the Grantor were purchased at a per unit cost of \$6,990.00.

2. PAYMENT SCHEDULE

2.1 Payment of Project Costs

The portable ventilators shall be scheduled for delivery by DHHS after the approval of this agreement by the Governor and Executive Council.

EXHIBIT C

1. The term "funds" in this grant agreement is defined to include "equipment."

2. POINTS OF CONTACT

DHHS

Name and Title Kim Budde, Program Specialist, Bureau of Infectious Disease Control
Address 29 Hazen Drive, Concord, NH 03301
Phone (603) 271-0287
FAX (603) 271-8705
Email address Kim.F.Budde@dhhs.state.nh.us

Municipal EMS Unit Contact for this Program

Name and Title Shawn Riley, Deputy Chief
Address 848 North Main Street
Phone (603) 524-6881
FAX (603) 524-0437
Email address LFOmedical@metrocast.net

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

City of Laconia From: Date of G&C Approval, until terminated
 Contractor Name Period Covered by this Certification

Scott Myers, City Manager
 Name and Title of Authorized Contractor Representative

[Signature] 3-12-13
 Contractor Representative Signature Date

NH Department of Health and Human Services

Standard Exhibit E
CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

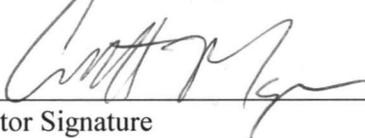
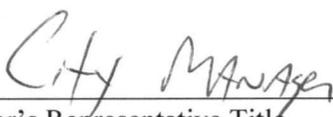
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: Date of G&C Approval until terminated

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- 3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	
Contractor Signature	Contractor's Representative Title

City of Laconia	3-12-13
Contractor Name	Date

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

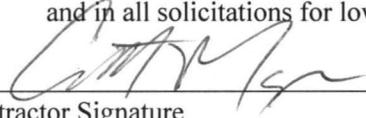
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____ Contractor Signature	 _____ Contractor's Representative Title
City of Laconia _____ Contractor Name	3-12-13 _____ Date

NH Department of Health and Human Services

- Exhibit G - Certification Regarding the Americans with Disabilities Act Compliance does not apply to this agreement.
- Exhibit H - Certification Regarding Environmental Tobacco Smoke does not apply to this agreement.
- Exhibit I - Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this agreement.
- Exhibit J - Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this agreement.

CERTIFICATE OF VOTE

I, Mary Reynolds, do hereby certify that:
(Name of the Clerk of the Municipality)

- 1. I am the duly elected Clerk of Laconia;
(Name of the Municipality)
- 2. The following are true copies of two resolutions duly adopted at a meeting of City Council, duly held on March 25, 2013;
(Municipal Elected Governing Body)

RESOLVED: That the municipality agrees that portable ventilators, provided by the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services for the benefit of the municipality in emergency situations, be granted directly to Laconia Fire Department to be stored, maintained and deployed as necessary.
(Name of the Municipal Emergency Medical Services Unit)

RESOLVED: That the City Manager is hereby authorized on behalf of this
(Title of Person Signing for Municipality)
Municipality to approve said agreement with the State 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 foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 9, 2013.
(Date of Municipal Signature)

4. Scott Myers is the duly appointed City Manager of the municipality.
(Name of Person Signing for Municipality) (Title of Person Signing for Municipality)

Mary Reynolds
(Signature of the Clerk of the Municipality)

STATE OF New Hampshire
COUNTY OF Belknap

The foregoing instrument was acknowledged before me this 9th day of April, 2013 by Mary Reynolds.
(Name of the Clerk of the Municipality)

Katie Walsh

Notary Public/Justice of the Peace

My Commission Expires:

KATIE A. WALSH, Notary Public
My Commission Expires Feb. 9, 2015



A TRUE COPY ATTEST
Maury Reynolds
City Clerk

Laconia, New Hampshire

Date 4-9-2013

LACONIA CITY COUNCIL MEETING
MARCH 25, 2013
CITY HALL – CONFERENCE ROOM 200A
7:00 P.M.

CALL TO ORDER:

Mayor Michael Seymour called the meeting to order at the above date and time.

SALUTE TO THE FLAG:

Councilor Brenda Baer led the Salute to the Flag.

ROLL CALL:

City Clerk Reynolds called the roll with the following Councilors present: Councilor Doyle, Lahey, Baer, Hamel and Bolduc. Also present City Manager Scott Myers and Finance Director Donna Woodaman.

Councilor Lipman was excused.

ADOPTION OF MINUTES OF PREVIOUS MEETINGS:

- Regular Minutes of March 11, 2013

*Councilor Bolduc moved to approve the regular meeting minutes of March 11, 2013. Seconded by Councilor Hamel. **Motion passed unanimously.***

CONSENT AND ACTION CALENDAR:

1. Temporary Traffic Order 2013-03, Community Blood Drive

*Councilor Hamel moved to approve Temporary Traffic Order 2013-03, Community Blood Drive. Seconded by Councilor Bolduc. **Motion passed unanimously.***

CITIZEN COMMENTS FOR MATTERS NOT ON THE AGENDA: NONE

INTERVIEWS: NONE

COMMUNICATIONS: NONE

PUBLIC HEARING: NONE

PRESENTATIONS:

1. Consultants Report on Fire Department – Municipal Resource, Inc.

City Manager Myers explained that the study that was conducted was to determine if resources being allocated to the Fire Department could be used in a more efficient way when looking at various areas. A copy of the final report has been provided to the Council and is available on the City's website in the "Current Reports" section.

Donald Bliss and Brian Duggan reviewed a prepared presentation with the Council (see Attachment #1).

Councilor Lahey asked for the average sick leave taken per year per firefighter. Mr. Duggan replied that the average is four (4) shifts per year.

Councilor Lahey asked if the need for additional firefighters is related more to the firefighting or ambulance side of operations. Mr. Duggan replied that the majority of calls are medical related but that is typical with the national average being 80% medical calls and 20% fire calls. What was found in the City that was unique was that the fire call volume is excessive and equivalent to cities three times the size of Laconia. This means that the high incident events happen more in the City and results in the need to have a second ambulance in place and having the ability to field two (2) fire suppression units to meet the national standards.

Councilor Hamel commented that he had one question; with the funds that are given to the Fire Department and their staffing level, are they operating the best they can? After reading the report and listening to the presentation Councilor Hamel did not feel this question was answered. When the question was asked if hiring four (4) additional firefighters would decrease overtime the response was that it may but not by much and that would not be beneficial financially. In the report given this evening the indication is that by hiring four(4) additional firefighters overtime costs could be reduced substantially, almost in half, and if that had been explained when the SAFER grant was presented it would have been received more favorably by the Council.

Councilor Hamel also noted that the Council has asked several times about hire floaters and has been told that it was not a feasible solution, but the report is recommending do it. This is confusing to the Council because the questions have been asked to the people working in the Department and they say it cannot be done but the report is conflicting. Additionally, if there are four (4) shifts per firefighter of sick time taken the City is paying four (4) months per year in straight overtime.

Mr. Bliss replied that the department is being efficiently run and the overtime is at an acceptable level based on the observations made.

Regarding the SAFER grant being used to offset overtime, Mr. Bliss explained that the SAFER grant is not intended or permitted to be used with a primary goal of offsetting overtime; the purpose of the grant is to provide additional personnel on the apparatus on the street fighting fires. This explains why there is a discrepancy in the recommendations from the Fire Chief and the consultants because the consultants are aiming at reducing overtime and the Fire Chief is aiming to increase coverage with the SAFER grant.

Councilor Lahey confirmed that if four (4) firefighters are added and the staffing level remains at eight (8) on shift overtime will still be reduced. Mr. Bliss confirmed this is correct.

Mr. Duggan stated that each option presented needs to be looked at in the form of level of services provided. There will be an immediate operational cost but in the long term these plans would increase the service level and there is a benefit to any of the options.

Councilor Hamel stated that he feels the overtime is not going to change and could actually go up. Citing a statement made in the report, Councilor Hamel expressed that in today's economy the Council needs to work with what they have.

Mr. Bliss replied that one of the longer term goals of the community is to reduce the fire risk and this can be done in a number of ways. By continuing to have good code enforcement and inspection procedures, educating property owners to encourage sprinkler and fire suppression systems in their buildings, include the representatives from the Fire Department and Code Enforcement in the planning review process, and an aggressive public education process the City can address the fire risk problems that are existing.

Councilor Bolduc asked if the Fire Department is currently conducting the inspections and code reviews because for many years it has been the impression that they gave up on this aspect and it wasn't being done. Every year someone should be inspecting the buildings and Councilor Bolduc has had conversations with some fire fighters and they can't tell him why they are not conducting the inspections. Mr. Bliss replied that one of the recommendations is to increase the on-duty fire inspection program as well as the Pre-Fire Planning Program; currently there are staff members to do this but they are quite busy. Mayor Seymour asked for confirmation that stating that nothing is happening would be inaccurate. Mr. Bliss confirmed that it was not highlighted in this evening's presentation because there is a good prevention bureau that is doing a very good job and they are efficient.

City Manager Myers requested follow up on the float positions and why hiring four (4) additional fire fighters would be a recommendation.

Mr. Duggan replied that the need for an additional person is needed on all platoon shifts because right now the department is working with person for person replacement. With hiring a float to cover these shifts they will always be needed on another shift and it would not decrease the overtime effectively; by evenly adding to each shift it would decrease the need to additional overtime when someone is off shift because they would operate with the necessary eight (8) person shift and not fill the ninth slot which will allow for the majority of the savings with overtime.

Councilor Lahey asked if the float that would be replacing the off shift fire fighter would be getting paid straight time. Mr. Duggan confirmed.

Mayor Seymour thanked Mr. Bliss and Mr. Duggan for their thorough report and presentation for the Council.

Councilor Hamel asked for clarification of how hiring four (4) additional fire fighters would save the City money. Mr. Duggan explained that by not filling vacancies with fire fighters that would be paid overtime there would be a redistribution of \$87,000 from LRGH funds and a reduction in overtime expenses by approximately \$196,000 which would leave a total annual cost for the additional staff at approximately \$26,000. City Manager Myers explained that there would be nine (9) scheduled staff for every shift and when someone is out they would not fill the position and operate with eight (8) on duty rather than filling it with someone that is being paid overtime. Currently we are only staffed with eight (8) and when someone is out the vacancy is filled with someone being paid at the overtime rate. This would be a policy decision that would need to be implemented.

Councilor Hamel asked if this scenario would be ideal. Mr. Bliss replied that with observations made the department would be operating with eight (8) on shift more often than not and this would affect the current service levels because there would be at least one vacancy and at times when there are nine (9)

fire fighters on duty would be the exception. The benefit would be the savings in overtime. Councilor Hamel replied that he feels they would still replace the missing person and have nine (9) on shift and the policy would not be followed. Mr. Bliss corrected that the policy would be implemented that working with eight (8) on duty would be the minimum and only when two (2) members of the shift were out would someone be called in to staff to eight (8).

Mr. Duggan commented that they have given three (3) options for the City to consider and they have all been designed to reduce the need to overtime expenses and put policies in place. The Council now needs to make the decision to choose an option and implement it and realize a savings in overtime or keep operations as they are. The service level in the community and economic factors will need to be looked at and incrementally look at the needs of the community and department and matching them.

Mayor Seymour advised that a more in depth discussion is needed among the Council but it will be done after there has been enough time for everyone to finish the report and when all Councilors are present to have the discussion.

2. Sand Migration Study – Kevin Dunleavy, Director of Parks & Recreation

Director Dunleavy explained that he is presenting the findings of Phase 1 of the study. Weirs Beach has long been susceptible to erosion and it is at a point now where the erosion is causing a significant depletion of the beach area but is also causing problems in the channel with deposition of sand occurring south of the channel. The City investigated the problem and reached out to NH DES to get information on solutions to the problem. It was encouraging to have Weirs Beach recognized as an important economic resource for the City, State and region and having beach improvements considered as long as background information was done to come to a long lasting solution. The Woods Hole Group was selected as the consultant for Phase 1 because of their expertise. Moving forward it would be anticipated to begin Phase 2, which involves an intensive study into the alternative solutions to the erosion that is occurring.

Director Dunleavy reviewed a prepared presentation with the Council (see Attachment #2).

Councilor Baer asked if the funding of Phase 2 has been incorporated in the proposed budget. Director Dunleavy replied that it is not.

Councilor Hamel asked if during the study they looked at the possibility of the Mt. Washington boat causing current that would move the sand. Director Dunleavy replied that the majority of the movement of sand is caused by the wind force and the effect of the Mt. Washington is an insignificant amount.

Councilor Bolduc asked why sand doesn't pile at the beach if the wind is causing it to migrate. Director Dunleavy replied that they aren't a structure in place to stop the movement of the sand which is causing the problem.

Councilor Hamel asked if sand fencing would require permits from the State. Director Dunleavy replied that if that is an option that is pursued he would need to look into it.

Councilor Hamel asked if the fencing would be along the channel or in it. Director Dunleavy replied that he feels it would need to be along the channel because of the use of the beach.

Councilor Lahey stated that it is interesting when the facts are gathered because many times the City heard the beach was eroding because of the high powered boats and watercraft in the area and the largest impact is wind.

Councilor Hamel asked what manual backpassing is. Director Dunleavy replied that this is taking sand from one part of the beach and relocating it to another.

Mayor Seymour asked what is stopping Phase 2 from happening at this point. Director Dunleavy replied that it is funding.

Councilor Hamel asked if the State is in favor of this project. Director Dunleavy replied that they are in favor of getting the data from Phase 1 and being an integral part of Phase 2 at which time they will assist and provide direction.

Councilor Hamel asked for the cost of Phase 2. Director Dunleavy replied that it would be approximately \$20,000 and would include engineering.

Councilor Doyle commented that the funding from Phase 1 came out of a fund dedicated for these projects that is funded from parking fees at the Endicott Rock Park parking lot. Director Dunleavy confirmed this is correct. Finance Director Woodaman added that the fund has approximately \$48,000 in the account and there will be approximately \$8,000 added for fiscal year 2013.

Director Dunleavy noted that the full report from the Sand Migration Study is available on the City website.

3. City Manager's Proposed Budget – City Manager Myers

City Manager Myers and Ed Emmond, Laconia School District Business Administrator, reviewed prepared presentations with the Council (see Attachment #3).

Department presentations will be scheduled this evening.

MAYOR'S REPORT:

Mayor Seymour mentioned that at the last Council meeting it was discussed postponing the recycling decision until the meeting of April 8. Councilor Hamel will not be available at this meeting and it would be the request that the decision be deferred to the April 22 meeting. Councilor Doyle advised that she will not be in attendance at the April 22 meeting. Mayor Seymour stated that a special meeting will need to be scheduled to discuss this because it is important to have every Councilor in attendance.

Mayor Seymour noted the retirement of Kathleen Yale from the Laconia Police Department after over 20 years of service. Ms. Yale was thanked for her years of service for the City.

The City Wide Chess Tournament was held at Laconia High School on March 15 and it was a great turnout for the participants and their families. Mayor Seymour thanked Ed Emmond and Janet Brough for their assistance with the event.

Lastly, Mayor Seymour acknowledged Laconia Airport Authority member Russ Dumais who has served on the agency for over 20 years and thanked Mr. Dumais for his time of service.

CITIZEN REQUESTS TO COMMENT ON CURRENT AGENDA ITEMS: **NONE**

COMMITTEE REPORTS:

1. FINANCE: (Lipman, Hamel, Baer)

- a) WOW Trail Fund
- b) Special Item Budget Requests Procedural Review
- c) Huot Center

No report on any item in committee

2. PUBLIC SAFETY: (Baer, Doyle, Lahey)

- a) Fair St./Court St. traffic problems and accidents

No report on any item in committee

3. GOVERNMENT OPERATIONS & ORDINANCES: (Doyle, Bolduc, Lahey)

- a) Energy Committee
- b) Vending and Licensing Fees
- c) Chapt. 119, Building Construction regarding signed architectural plans for residential units

No report on any item in committee

4. PUBLIC WORKS: (Bolduc, Baer, Lahey)

- a) Ordinance Amending Chapter 221, Vehicles and Traffic/Parking on Sublawns
- b) Proposed ordinance regarding vehicles over 18,000 lbs. and engines idling between the hours of midnight and 6:00 a.m.
- c) Proposed ordinance regarding large vehicles parked on City streets and sidewalks
- d) Recycling Proposals

No report on any item in committee

5. LAND & BUILDINGS: (Hamel, Lipman ,Bolduc)

- a) Repair & maintenance of City Buildings
- b) Former Laconia Police Department Building

No report on any item in committee

Request for a motion to remove item b) Former Laconia Police Department Building.

*Councilor Hamel moved to remove item b) Former Laconia Police Department Building from the Land & Buildings Committee. Seconded by Councilor Bolduc. **Motion passed unanimously.***

LIAISON REPORTS:

Councilor Baer reported that she attended the Police Commission meeting this month and two items need to be brought the Council's attention. In the proposed budget there is a request to update the phone system at the Police Department. On the day of the meeting there was a problem with the phone system and there were no incoming calls to the Police Department for a period of time. Councilor Baer encouraged the Council to support the upgrade when reviewing budget requests for this year.

The Laconia High School Chemical-Free Prom After Party is looking to raise funds for the event. This event is held with the support of donations and volunteer hours from the members of the Police Department. There are expenses to transport the participants from each location and to provide the entertainment. Councilor Baer would like to see the City support the event with a monetary donation.

*Councilor Baer moved that the City support the Laconia High School Chemical-Free Prom After Party with a donation of \$1,000. Seconded by Councilor Hamel. **Motion passed unanimously.***

Councilor Baer noted that the Police Department is donating over 100 hours of time for the event.

MANAGER'S REPORT:

City Manager Myers reviewed the Recycling Report (see Attachment #4) and Economic Development Report (see Attachment #5).

City Manager Myers requested to reschedule the Airport Appointive Agency meeting that was not held this evening for April 8, 2013 at 5:45 p.m. before the Budget Hearing.

There have been discussions with leadership with neighboring communities on regionalization efforts that can be made to reduce costs for in some areas. Through these conversations there has been a positive outcome and the first project that will be regionalized is the long line striping with the Town of Gilford. By bidding the task together the communities will save because the contractor will be mobilized to do two communities at once.

City Manager Myers also gave scenarios where specialized equipment that is not used in daily operations can be shared among communities, such as graters and pumpers, to lessen the cost. Mayor Seymour added that his experience at the meetings has shown that there is a very forward moving effort and attitude from the communities and it appears that it will have positive results.

Councilor Bolduc commented that the lines on the road come in handy.

*Councilor Bolduc moved to schedule an Airport Appointive Agency meeting for April 8, 2013 at 5:45 p.m. Seconded by Councilor Hamel. **Motion passed unanimously.***



NEW BUSINESS:

1. Request by Laconia Fire Department to Accept Portable Ventilators and Authorize the City Manager to Sign Agreement

*Councilor Doyle moved the City of Laconia agrees that portable ventilators, provided by the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services for the benefit of the City in emergency situations, be granted directly to Laconia Fire Department to be stored, maintained and deployed as necessary. Seconded by Councilor Lahey. **Motion passed unanimously.***

*Councilor Doyle moved that the City Manager is hereby authorized on behalf of the City of Laconia to approve said agreement with the State to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Seconded by Councilor Lahey. **Motion passed unanimously.***

2. Request to Schedule Budget Hearings

Councilor Hamel moved to schedule Budget Hearings as follows:

April 8, 2013: Assessing, Planning/Code/Conservation Commission

April 22, 2013: Water, School, Library

April 29, 2013: Public Works, Fire, Police

May 13, 2013: Recreation & Facilities

May 28, 2013: Finance (Fiscal, Welfare, MIS, Tax, Benefits, Insurance, Debt), Administration (Legal, Capital, Records)

*Seconded by Councilor Lahey. **Motion passed unanimously.***

UNFINISHED BUSINESS:

1. Second Reading of a Resolution Relative to Authorizing Bonds and Notes of the City for Capital Projects in the Amount of \$1,000,000

*Councilor Lahey moved a second reading of a Resolution Relative to Authorizing Bonds and Notes of the City for Capital Projects in the Amount of \$1,000,000. Seconded by Councilor Bolduc. **Motion passed with four (4) in favor and Councilor Baer opposed.***

2. Main Street Bridge Update

City Manager Myers reiterated that the bids came in higher than expected and because the State Aid Bridge program (SAB) is fiscally constrained, the State could not commit to the 80/20 cost-share of the increased cost of the project. The bottom-line was that the State's share of the bridge project would be \$2.26 million while our share of the bridge project would be in the \$1.5 million dollar range, well above the \$600K-\$800K we were anticipating.

NH Department of Transportation was looking into the possibility of transitioning the bridge project into a Federal program (MOBRR), also administered by NHDOT. Funds would be available in FY 2014, which for the Federal government is October 1, 2013. We received word this week that this is an option for us and the State is committed to providing funding as outlined below.

I am offering up two scenarios for your consideration:

Scenario 1:

- Accept the low bid and award the contract now for construction to begin this spring. The State is capping their contribution at \$2,262,326. We anticipate our share to be approximately \$1.5 million. Any additional charges to the project will be the sole responsibility of Laconia.
- The project would be constructed under the same 4 phases that have been previously outlined. All work would be wrapped up for the winter prior to Thanksgiving and phase 4 would most likely occur in the spring of 2014.

Scenario 2:

- Accept the State's offer to move the bridge project into the MOBRR program. By moving to MOBRR, the State will be able to increase its participation by \$800,000. Under this scenario of

postponing construction by 1 year, the State has inflated the construction cost by 10% so that estimates are conservative and realistic.

- We would re-bid this project late this year and construction would begin on the same calendar schedule as is currently proposed, but delayed 1 year and would begin in spring 2014.
- The State is capping their contribution at \$3,062,326. We anticipate our share to be \$1.06 million. Any additional charges to the project will be the sole responsibility of Laconia.

If we calculate the cost of our share of the project over a 20 year period, we estimate Scenario 2 to be \$33,000 less on an annual basis, or \$660,000 over the life of the bond.

In our correspondence with the NHDOT, they state "The Department is committed to provide the funding detailed in the letters to the City for SAB and MOBRR".

City Manager Myers encouraged the Council that a decision needs to be made this evening because if the first scenario is chosen the bid would need to be awarded no later than April 7. It was also noted that the bridge does not have any structural issues that would be unsafe and minimal maintenance could be done to the bridge if the second option is chosen.

Councilor Baer expressed concerns with the State making a commitment for funds that the City has not applied for yet. Also, the State budget is not looking healthy and it would be easy for the State to disburse the committed funds elsewhere. City Manager Myers replied that he feels comfortable with the commitment from the State and that if he has any concern he would recommend moving forward with the money that is had.

Councilor Baer noted that a large amount of money has already been spent to begin the project in a few weeks. City Manager Myers replied that a majority of the work done remains intact and will not need to be done again if the project is delayed.

Councilor Hamel asked if the City would be receiving 80% of the \$800,000. City Manager Myers explained that in the second option the commitment would be \$800,000 more than with the first option.

Councilor Hamel asked if the \$660,000 is realized savings to the City. City Manager Myers replied that this is the savings over the lifetime of the bond.

Councilor Hamel asked to hear again why the engineering estimate was so far off of the actual bids received. City Manager Myers deferred this question to Bob Durfee from Dubois & King, the engineering firm for the project.

Mr. Durfee explained that with the bridge analysis the estimated cost was \$2.3 million but the four lowest bids were \$800,000 higher. The NH DOT cost estimating data was used to estimate the cost of the bridge and there were areas that were not estimated correctly. Painting of the bridge was the largest discrepancy of approximately \$400,000, as well as the bridge railing which is a special fabrication. Additionally, the complexity of the bridge has also increased the cost because it is a unique layout.

Councilor Hamel commented that he thought the steel was sufficient on the bridge. Mr. Durfee replied that the center decking, or Main Street portion, does need to be replaced.

Councilor Hamel asking if a standard railing can be used rather than the ornamental railing that was bid. Mr. Durfee replied that the term ornamental refers to the layout rather than the material. Bump outs

and platforms have been included in the design and there is an increased cost to having a rail that will need to manipulate around corners. Councilor Hamel commented that people have been fishing there for 40 years without the bump outs and we should be able to do without them. Mr. Durfee replied that it could be removed prior to rebidding.

Mayor Seymour asked how much the difference would be realistically. Mr. Durfee replied that there is nothing that can be cut out to make up the \$800,000 and that the bids are accurate.

Councilor Hamel asked if any cement structures need to be removed. Mr. Durfee replied that this is one area that could be removed although it is failing and represents a hazard to the canoeists using the water. Mayor Seymour asked if the State would be looking for this for a safety reason. Mr. Durfee replied that he doesn't feel it would be.

Councilor Hamel stated that this would eliminate the need for a coffer dam and would save on cost. Mr. Durfee replied that he never recommended a coffer dam but used a curtain that would be used in its place; the contractors did not want to use the curtain approach in their bids.

Councilor Hamel asked why the painting cost was so high on the bids. Mr. Durfee replied that all of the existing and new steel would need to be painted in sections as they are completed and the cost is directly related to the access that is needed. The paint subcontractor will need to mobilize and demobilize four (4) times to pain the bridge.

Councilor Hamel asked if the second option is used will it all need to go out to bid. City Manager Myers replied that it would but there has been a learning with the first bids and feedback can be used to revise the bid specifications.

Councilor Hamel asked if the 10% increase being estimated by the State is a realistic increase. City Manager Myers replied that they are looking at the raw materials and federal wage laws and it appears the increase is justified.

*Councilor Hamel moved to accept the State's offer to move the bridge project into the MOBRR program. Seconded by Councilor Lahey. **Motion passed with four (4) in favor and Councilor Baer opposed.***

3. Milfoil Treatment Funding Request
4. WOW Trail
5. Master Plan
6. EPA Update
7. Sewer & Water Master Plan
8. Single Stream Recycling/Concord Co-Op/Solid Waste Disposal Cost Reduction
9. Strategic Planning/Goal Setting

NOMINATIONS, APPOINTMENTS & ELECTIONS: NONE

COUNCIL COMMENTS:

Councilor Doyle thanked the Putnam Fund for the wonderful performance of Ronan Tynan this past week. It was a wonderful show.

Councilor Hamel gave kudos to the Fire Department for the great job they did with last evening's fire on the corner of Gilford Avenue and Morrill Street. Their response resulted in a much better turnout than could have been.

NON - PUBLIC SESSION: **NONE**

ADJOURNMENT:

*Councilor Bolduc moved to adjourn at 9:25 p.m. Seconded by Councilor Hamel. **Motion passed unanimously.***

Respectfully Submitted:

A handwritten signature in cursive script that reads "Mary A. Reynolds".

Mary A. Reynolds
City Clerk



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> City Of Laconia 45 Beacon Street East Laconia, NH 03246		<i>Member Number:</i> 213	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2012	7/1/2013	Each Occurrence	\$ 5,000,000
General Aggregate				\$ 5,000,000	
Fire Damage (Any one fire)				\$	
Med Exp (Any one person)				\$	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2012	7/1/2013	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> Statutory	
Each Accident				\$2,000,000	
Disease — Each Employee				\$2,000,000	
Disease — Policy Limit				\$	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2012	7/1/2013	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
Director Division of Public Health Services NHDHHS 29 Hazen Drive Concord, NH 03301-6504			By: <i>Tammy Denver</i>
			Date: 4/11/2013 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax



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Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:			
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2013	7/1/2014	Each Occurrence	\$ 5,000,000		
	Professional Liability (describe)			General Aggregate	\$ 5,000,000		
<input type="checkbox"/>	Claims Made			<input type="checkbox"/>	Occurrence	Fire Damage (Any one fire)	\$
						Med Exp (Any one person)	\$
<input checked="" type="checkbox"/>	Automobile Liability	7/1/2013	7/1/2014	Combined Single Limit (Each Accident)	\$5,000,000		
	Deductible Comp and Coll: \$1,000 Any auto			Aggregate	\$5,000,000		
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2013	1/1/2014	<input checked="" type="checkbox"/>	Statutory		
				Each Accident	\$2,000,000		
				Disease - Each Employee	\$2,000,000		
				Disease - Policy Limit	\$		
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2013	7/1/2014	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000		
Description: Proof of Primex Member coverage only.							

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
State of NH DHHS, Contract Unit 129 Pleasant Street Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 5/15/2013 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax