



# State of New Hampshire

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

ROBERT L. QUINN  
COMMISSIONER OF SAFETY

February 27, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## Requested Action

Pursuant to RSA 21-P:12-a, the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services (FSTEMS) requests authorization to enter into a grant agreement with the City of Berlin (VC#177362-B008) for the distribution of naloxone kits to first responders and at-risk individuals along with their support networks as part of NH Project FIRST. Effective upon Governor and Council approval through September 29, 2020. Funding source: 100% Federal Funds.

## Explanation

The City of Berlin plans to implement a Naloxone Leave Behind initiative that will allow first responders in the community to distribute opioid overdose response kits and recovery resources to at-risk individuals and their support systems during their normal scope of duty with the goal of reducing the number of overdoses as well as increasing the number of at-risk individuals entering treatment and recovery services statewide. The City will be awarded up to 50 naloxone kits, valued at \$90.88 per kit, for a total in-kind value of \$4,544.00. The kits were purchased by the Division using SAMHSA grant funds. Governor and Council approval is being sought because the in-kind value of this agreement plus the monetary amount of a previously approved agreement yields a cumulative amount that is over the approval threshold.

The grant listed above is funded from the FFY 2020 First Responder Comprehensive Addiction and Recovery Act, which was awarded to the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services (FSTEMS) from the US Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA). NH Project FIRST (First responders Initiating Recovery, Support, and Treatment) is designed to utilize specially trained first responders to connect at-risk individuals with treatment and recovery programs; to train at-risk individuals and their support systems on overdose emergency care including the use of naloxone; and to increase the number of first responders who can administer naloxone.

Grant guidance and applications are available to all New Hampshire licensed emergency medical services (EMS) units. Subrecipients submit applications to this office, which are reviewed by the FSTEMS FR-CARA Staff, the FR-CARA Advisory Committee, and approved by the FSTEMS 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 communities. The First Responder Comprehensive Addiction and Recovery Act (FR-CARA) grants are 100% federally funded by SAMHSA with no match requirement. In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.


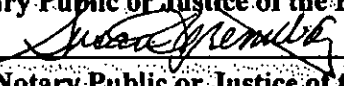


Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

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

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety, Fire Standards & Training and Emergency Medical Services		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> City of Berlin (VC#177362-B008)		<b>1.4. Subrecipient Tel. / Address</b> 603-752-3135 263 Main Street; Berlin, NH 03570	
<b>1.5 Effective Date</b> State Approval	<b>1.6. Account Number</b> AU #44570000	<b>1.7. Completion Date</b> September 29, 2020	<b>1.8. Grant Limitation</b> See Exhibit B
<b>1.9. Grant Officer for State Agency</b> Paula Holigan, FR-CARA Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-4200	
"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> James A. Wheeler, City Manager	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<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 Coos, on 2/20/20 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>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> (Commission Expiration) Susan Tremblay, Notary Public February 6, 2024			
<b>1.14. State Agency Signature(s)</b> By:  On: 2/27/20		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavoie, Director 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: 3/23/2020			
<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:12-a, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **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. 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,

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.) SAW 2.)                      3.)                     

Date: 2/21/2020

video recordings, pictorial reproductions, drawings, analyses, graphic representations,

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.

**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.

17.1

**INSURANCE AND BOND.**  
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

17.1.2

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and 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.) [Signature]

2.) [Signature]

3.) [Signature]

Date: 2/21/2020

**EXHIBIT A**

**Scope of Services**

1. The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services (hereinafter referred to as "the State") is awarding the City of Berlin (hereinafter referred to as "the Subrecipient") \$0 in grant funding and will provide the City of Berlin with 50 naloxone kits with an in-kind value of \$4,544.00 (Total value of Kits to be distributed), for a combined total award of \$4,544.00 to implement a NH Project FIRST program that supports first responders in their efforts to reduce fatalities through outreach and distribution of naloxone to first responders and at-risk individuals and their support networks.
2. "The Subrecipient" agrees to submit quarterly progress reports and requests for reimbursement within fifteen (15) days after each quarter (January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends September 29, 2020 and that a final performance report and final expenditure report will be sent to "the State" by October 15, 2020.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "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, or longer if notified by the Department of Safety that an active audit requires the documents to be maintained and accessible for a period longer than the original grant period end date.

Subrecipient Initials: 1.) JAW

2.)

3.)

Date: 2/21/2020

**EXHIBIT B**

Grant Amount and Method of Payment

1. GRANT AMOUNT

<b>Total Grant (Federal Award): \$4,544.00</b>	<b>Project Cost is 100% Federal Funds</b>
<b>Monetary Award Portion: \$ 0</b>	<b>In-kind Award Portion: \$4,544.00</b>
<b>Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA)</b>	
<b>Award Title: First Responders- Comprehensive Addiction &amp; Recovery Act (FR-CARA)</b>	
<b>Award Number: 5H79SP080286-03</b>	
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 93.243 (FR-CARA)</b>	
<b>Applicant's Data Universal Numbering System (DUNS): 944216550</b>	

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total MONETARY payment by "the State" under this grant agreement shall be up to \$0.
  
- b. "The State" shall reimburse up to \$0 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of payroll, sign-in sheets, invoices and cancelled checks), and quarterly progress reports from "the Subrecipient".

3. IN-KIND VALUE

- a. "The State" shall provide naloxone kits to the "Subrecipient" solely for purposes of implementing NH Project FIRST.
  
- b. "The State" shall supply up to 50 kits valued at \$90.88/kit for a total in-kind award value of \$4,544.00.

Subrecipient Initials: 1.) SAW

2.)                     

3.)                     

Date: 2/21/2020

**EXHIBIT C**

**Special Provisions**

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. "The Subrecipient" ensures Federal award funds will supplement, and not replace (supplant) nonfederal funds for this project and ensures that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. If required, "the Subrecipient" agrees to demonstrate that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
3. "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 as codified by HHS at 45 CFR 75. "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.

4. "The Subrecipient" agrees to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds and will include the percentage and dollar amounts of the total program or project costs financed with federal funds; and the percentage and dollar amount of the total costs financed by nongovernmental sources.
5. "The Subrecipient" agrees to comply with all grant compliance and certification requirements as referenced in the NH Project FIRST, FR-CARA Grant Guidance.
6. Order of Precedence: In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
  - a. State of New Hampshire, Department of Safety, Grant Agreement;
  - b. State of New Hampshire, FR-CARA, NH Project FIRST Grant Guidance Document;
  - c. State of New Hampshire, FR-CARA, NH Project FIRST Grant Award Letter;
  - d. State of New Hampshire, FR-CARA, NH Project FIRST Application, which is herein included by reference.

Subrecipient Initials: 1.) JAW 2.) [Signature] 3.) [Signature]

Date: 2/21/2020

**A RESOLUTION  
2020-04**



**City of Berlin  
NEW HAMPSHIRE**

In the Year of Our Lord Two Thousand Twenty

**A RESOLUTION** authorizing an application to the First Responder, Comprehensive Addiction and Recovery Act (FR-CARA) for the NH Project FIRST Program that will provide \$4,544 of naloxone kits to the Berlin Fire Department

**Resolved by the City Council of the City of Berlin as Follows:**

Whereas, the Berlin Fire Department prepares for, and responds to a wide variety of emergencies and calls for service; and

Whereas, the NH Project FIRST program supports first responders in their efforts to reduce fatalities through outreach and distribution of naloxone; and

Whereas, the naloxone kits are provided at no cost to the City, however the Berlin Fire Department shall be trained in their use thereby providing in-kind services in the amount of \$4,544.00; and

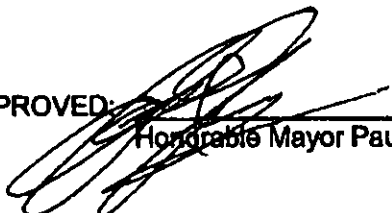
Whereas, the City of Berlin accepts the terms of the grant and grant agreement as presented.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH that an application to FR-CARA for the NH Project FIRST Program is hereby authorized. The grant will provide naloxone kits to the Berlin Fire Department and upon receipt of the kits, the Berlin Fire Department shall perform \$4,544.00 of in-kind service.

Be it further resolved that the City of Berlin accepts the terms of the grant and grant agreement as presented and that the City Manager is authorized to do all things necessary to effectuate the grant.

This resolution shall be in full force and effect from and after passage.

PASSED: 2/17/20  
February 17, 2020

APPROVED:   
Honorable Mayor Paul Grenier

ATTEST: Shelli Fortin  
Shelli Fortin, City Clerk



**CITY COUNCIL MEETING – Monday, February 17, 2020**

Mayor Grenier called the Regular City Council Meeting to order at approximately 7:31 p.m. in the Council Chambers.

**Public Hearing**

Mayor Grenier opened the Public Hearing at 7:31 pm for Resolution 2020-04 Authorizing an FR-CARA Application for \$4,544 of Naloxone Kits.

Richard Laflamme of 128 Jasper Street, Berlin, advised that he was strongly in favor of this Resolution.

Mayor Grenier closed the Public Hearing at 7:32 pm.

**Regular Meeting**

a. Pledge of Allegiance

b. Roll Call

Present: Mayor Grenier, Councilors Remillard, Otis, Eastman, Higbee, Rozek, Berthiaume, and Theberge

Absent: Morgan

Also present: James Wheeler, Shelli Fortin, Richard Laflamme, Gina Welch, Jamie Welch, and Barbara Tetreault, Berlin Daily Sun.

c. Councilor Remillard moved, with a second by Councilor Otis, to accept the minutes of the February 3, 2020 Regular Meeting and Work Session, and the February 10, 2020 Work Session. So moved, the motion carried.

**Disbursements:**

Disbursement Summary Draft #1857 start date 02/04/2020 end date 02/14/2020 for a total cash disbursement of \$479,511.81. Councilor Theberge moved with a second by Councilor Berthiaume to accept the disbursement summary and pay all bills as recommended by the Committee on Accounts/Claims. So moved, the motion carried.

**PUBLIC COMMENTS –**

Richard Laflamme of 128 Jasper Street stated that he knew the contractor had been awarded the bid for the teardown of the Princess Theater and Woolworth's building and wanted to know how much he is bonded for and the insurance cost. City Manager Wheeler advised that this has not gone out to bid yet. Laflamme also asked about the proposed tramway to Jericho and what the reason for the delay was. Mayor Grenier advised the delay is due to financing. Laflamme stated he was going to run again for Mayor. Laflamme asked City Manager Wheeler what he does for the city.

Mayor Grenier provided a report on the tax rate in Berlin and noted that in 2000, the tax rate was \$41.57, adjusting for inflation in today's dollars that would be \$61.69. The City has kept the tax rate stable, or reduced it, even with accounting for inflation.

Richard Laflamme also stated he wanted to put his hat in the ring for the assessing board.

Jamie Welch from 102 Church Street stated that the challenging season of budgeting is coming and spoke on behalf of the Berlin Education Association. Welch stated that he is hoping for a solution for education funding, but pointed out that schools in the area have become aware of a teacher shortage. They currently have unfilled positions at the school, and as they move forward, this is not going to get better. Surrounding communities have rallied to retain teaching staff and attract new teachers with wage increases and better contracts. Berlin used to have good salaries, but with the cost of health insurance, they are now going backwards. The school needs staff or they will lose their accreditation. Welch noted it is not anything we have done, it is due to demographics and school funding in Concord, but it will need to be dealt with. Welch stated that although the current enrollment is down at BMHS, the enrollment in the younger grades is not and they will be coming up.

**UNFINISHED BUSINESS**

1. Resolution 2020-04 Authorizing an FR-CARA Application for \$4,544 of Naloxone Kits (tabled 2/3/2020)

In the Year of Our Lord Two Thousand Twenty

**A RESOLUTION** authorizing an application to the First Responder, Comprehensive Addiction and Recovery Act (FR-CARA) for the NH Project FIRST Program that will provide \$4,544 of naloxone kits to the Berlin Fire Department

**Resolved by the City Council of the City of Berlin as Follows:**

Whereas, the Berlin Fire Department prepares for, and responds to a wide variety of emergencies and calls for service; and

Whereas, the NH Project FIRST program supports first responders in their efforts to reduce fatalities through outreach and distribution of naloxone; and

Whereas, the naloxone kits are provided at no cost to the City, however the Berlin Fire Department shall be trained in their use thereby providing in-kind services in the amount of \$4,544.00; and

Whereas, the City of Berlin accepts the terms of the grant and grant agreement as presented.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH that an application to FR-CARA for the NH Project FIRST Program is hereby authorized. The grant will provide naloxone kits to the Berlin Fire Department and upon receipt of the kits, the Berlin Fire Department shall perform \$4,544.00 of in-kind service.

Be it further resolved that the City of Berlin accepts the terms of the grant and grant agreement as presented and that the City Manager is authorized to do all things necessary to effectuate the grant.

This resolution shall be in full force and effect from and after passage.

Councilor Remillard moved, with a second by Councilor Otis, to remove this item from the table. So moved, the motion carried.

Councilor Remillard moved, with a second by Councilor Otis, to read Resolution 2020-04 by short title for a second time. So moved, the motion carried.

Councilor Remillard moved, with a second by Councilor Otis, to read Resolution 2020-04 by short title for a third time. So moved, the motion carried.

Councilor Remillard moved, with a second by Councilor Otis, that Resolution 2020-04 be passed. So moved, the motion passed.

City Council, in a majority vote, accepted the terms of the First Responder Comprehensive Addiction and Recovery Act (FR-CARA) Cooperative Agreement, as presented in the amount of \$4,544.00 to implement a Mobile Integrated Healthcare (MIH) program pending both NH Fire Standards and Training & EMS approval and Governor and Council approval. City Manager James Wheeler is authorized to sign all documents related to the grant.

2. Council Committee Reports

Councilor Rozek advised that the Traffic Safety Committee met on February 10, 2020. They discussed a request for a streetlight on Pinecrest Avenue. It was decided there was not enough information, and the Public Works Director will review the location. They received a request for a No Parking sign on Woodrow Street, which was denied. They received a request for a Speed Limit sign on First Avenue, which was denied. The school traffic lights that were at Brown School will be repositioned elsewhere, possibly on Hillside Avenue or by the new playground area at the elementary school.



## 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.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
	Description	Effective Date (month/day/year)	Expiration Date (month/day/year)	Limits	NH Statutory Limits
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
<input type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll:  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory Each Accident Disease - Each Employee Disease - Policy Limit	
<input type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>			Stated Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Wayliff Powell</i>
			Date: 6/21/2019    mpurcell@nhprimex.org Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2941 phone 603-226-3833 fax

<b>P&amp;L Member Name</b>	<b>Member Number</b>
Albany School District	859
Allenstown School District	792
Allen School District	788
Amherst School District	701
Andover School District	702
Ashland School District	822
Ashuelot Pond Dam Village District	457
Auburn School District	902
Barnstead School District	785
Barrington School District	838
Bartlett School District	903
Bartlett Village Water Precinct	469
Bath School District	768
BCEP Solid Waste	510
Bedford School District	779
Belknap County Conservation District	697
Belknap County Conservation District	697
Benton School District	848
Berlin School District	904
Berlin Water Works	500
Bethlehem School District	858
Bethlehem Village District	688
Bow School District	703
Brentwood School District	704
Brookline School District	834
Campton School District	705
Campton Village Precinct	685
Candia School District	908
Carroll County	600
Central NH Special Operations Unit	450
Chatham School District	880
Cheshire County Conservation District	488
Chester School District	707
Chesterfield School District	708
Chichester School District	708
→ City of Berlin	120
City of Concord	145
City of Dover	168
City of Keene	210
City of Lebanon	213
City of Lebanon	217
City of Portsmouth	275
City of Rochester	280
City of Somersworth	293
Claremont School District	909
Cocheo Arts and Technology Academy	1203
Colebrook Fire Precinct	577
Concord School District	710
Contoocook Valley School District	802
Contoocook Village Precinct	682
Conway School District	911
Coos County	602
Coos County Conservation District	451
Copple Crown Village District	456
Cornish School District	912
Croydon School District	957
CSI Charter School	1209
Deerfield School District	825
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>®</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>®</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>®</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>®</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>®</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>®</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>®</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.

<b>Participating Member:</b> Primex <sup>®</sup> Members as per attached Schedule of Members Workers' Compensation Program		<b>Member Number:</b>	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>®</sup> Bow Brook Place 48 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (month/year)	Expiration Date (month/year)	Limits - NH Statutory Limits	Other Limits	Other
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$2,000,000 \$2,000,000	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Standard Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>®</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Kerry East Prout</i>
			<b>Date:</b> 6/21/2019 <a href="mailto:mpurcell@nshprimex.org">mpurcell@nshprimex.org</a> Please direct inquiries to: Primex <sup>®</sup> Claims/Coverage Services 603-226-2841 phone 603-226-3833 fax

<b>WC Member Name</b>	<b>Member #</b>
Albany School District	859
Allenstown School District	792
Alton School District	786
Amherst School District	701
Andover School District	702
Androscoggin Valley Regional Refuse	421
Ashland School District	822
Ashuelot Pond Dam Village District	457
Auburn School District	902
Barnstead School District	785
Barrington School District	838
Bartlett School District	803
Bath School District	768
Bedford School District	779
Belknap County Conservation District	597
Belknap County Conservation District	597
Benton School District	848
Berlin School District	904
Berlin Water Works	500
Bethlehem School District	856
Bow School District	703
Brentwood School District	704
Brookline School District	834
Campton School District	705
Candia School District	908
Chatham School District	860
Cheshire County Conservation District	466
Chester School District	707
Chesterfield School District	708
Chichester School District	708
→ City of Berlin	120
City of Concord	145
City of Dover	156
City of Franklin	175
City of Lebanon	217
City of Portsmouth	275
City of Rochester	280
City of Somersworth	283
Claremont School District	909
Cocheco Arts and Technology Academy	1203
Concord Regional Solid Waste/Resource Recovery Cooperative	400
Concord School District	710
Contoocook Valley School District	802
Contoocook Village Precinct	592
Conway School District	911
Copple Crown Village District	466
Cornish School District	912
Croydon School District	957
CSI Charter School	1209
Deerfield School District	825
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913
Dummer School District	914
Dunbarton School District	712
East Kingston School District	819
Eaton School District	915
Epping School District	713
Epsom School District	714
Errol School District	917
Exeter Region Cooperative School District	839