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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

January 2, 2016

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

Retroactive

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), requests authorization to **retroactively** amend a grant agreement (PO #1039626) with the Town of Marlow (VC# 159902-B001) to extend the end date only from January 9, 2016 to July 9, 2016. No other provisions will be changed. The grant was initially approved by the Governor and Council on September 3, 2014 Item #117. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

This grant amendment is **retroactive** due to delays in construction and the approaching winter season. The project had been completed except for paving the necessary areas. The town determined that paving could not be completed by the end of the current performance period due to the approaching winter season. Therefore, in November 2015, the Town of Marlow contacted HSEM to request an extension for the period of performance. HSEM made this extension request to the Federal Emergency Management Agency (FEMA) in November, 2015. HSEM received FEMA's approval for a six month extension to the period of performance request on December 4, 2015.

The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-grantees) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% federal funds, 25% applicant soft-match.

In the event that Federal Funds are no longer available, General Funds and/or Highway funds will not be requested to support this program. The sub-grantee will provide and document the program match requirements.

Respectfully submitted,

J. Barthelmes
John J. Barthelmes
Commissioner of Safety

Retro-Active Grant Agreement Amendment
Pre-Disaster Mitigation Grant Program CFDA # 97.047
Period of Performance Extension

Town of Marlow (Sub-Grantee)

It is hereby agreed that the initial grant (PO# 1039626) approved by Governor and Executive Council on September 3, 2014, Item #117, between Town of Marlow as "Sub-grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the implementation of a hazard mitigation project for the Sand Pond Road is amended as follows:

1. General Provisions, Section 1.6, Completion Date
Delete in its entirety and replace with:
July 9, 2016
2. Exhibit A, Scope of Work
Work Tasks, third sentence
Delete item in its entirety and replace with:
All work and the closeout of this project will be completed by July 9, 2016.
3. All other provisions of the Grant Agreement, approved by the Governor and Executive Council on September 3, 2014, shall remain in full force and effect.

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

Town of Marlow (Sub-grantee)

By (signature): [Signature]
Print Name: Robert E. Allen
Title: Selectman

By (signature): [Signature]
Print Name: Edward Thomas
Title: Selectman

By (signature): [Signature]
Print Name: THOMAS Fuschetti
Title: SELECTMAN

Grantee Initials BA 576
Date 12/7/15

State of: New Hampshire County of: CHESHIRE

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

Upon this date: 7 DECEMBER 2015, before me (print full name of notary/ Justice of the Peace) JACQUELINE ANN FAY the undersigned officer, personally appeared ROBERT ALLEN, THOMAS FUSCHETTO, EDWARD THOMAS known to me (or satisfactory proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

J. A. Fay
Signature of Notary Public/Justice of the Peace
(Seal)

Commission Expiration

JACQUELINE ANN FAY, Notary Public
My Commission Expires June 4, 2019

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

By (signature): [Signature]
~~Director of Administration~~
Administrator IV

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

By: [Signature], Assistant Attorney General, on 1/2/2016.

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.

Grantee Initials BA, TF, ET
Date 12-7-15



FEMA

DEC 02 2015

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

Subject: FY 2013 Pre-Disaster Mitigation – Competitive Grant Award (PDMC) - Extension
Agreement #EMB-2014-PC-0003
PDMC-PJ-01-NH-2013-002 – Town of Marlow Sand Pond Road Culvert
Replacement
PDMC-PL-01-NH-2013-004 – NH Planning Grant

Dear Director Plummer:

This letter serves as official notification from FEMA that your request to extend the period of performance for the FY13 PDMC award, # EMB-2014-PC-0003, has been approved. The new period of performance is July 19, 2013 through July 9, 2016.

Please note that this extension is for the projects previously identified and in progress and no new projects as part of this grant will be considered.

If you have any questions please feel free to contact me or Glen Josephson, Grants Management Specialist, at 617-832-4708.

Sincerely,

A handwritten signature in cursive script that reads "Mark F. Gallagher for".

Paul F. Ford
Regional Administrator

PFF/gjj

cc: Elizabeth Peck, NH HSEM
Donna Nelson, FEMA R-1



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Primex ³ Members as per attached Schedule of Members Property & Liability Program		Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits: NH Statutory Limits May Apply		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2015	7/1/2016	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			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)		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory		
			Each Accident		
			Disease – Each Employee		
			Disease – Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:	
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 6/26/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

SAU 70 Office	845
Sawyer Lake Village District	401
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Souhegan Cooperative School District	778
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Strafford Regional Planning Commission	562
Strafford School District	944
Stratford School District	832
Stratham School District	821
Sullivan County	606
Tamworth School District	836
TEAMS Charter School	1212
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Alstead	104
Town of Amherst	106
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Belmont	117
Town of Bethlehem	119
Town of Boscawen	122
Town of Bow	123
Town of Bristol	127
Town of Campton	130
Town of Canaan	131
Town of Candia	132
Town of Charlestown	136
Town of Chesterfield	139
Town of Colebrook	143
Town of Conway	146
Town of Derry	154
Town of Durham	160
Town of Epping	167
Town of Farmington	171
Town of Gilsum	180
Town of Gorham	182
Town of Grantham	185
Town of Greenfield	186
Town of Groton	189
Town of Hampstead	190
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hinsdale	201
Town of Holderness	202
Town of Hopkinton	205
Town of Hudson	206
Town of Jaffrey	208
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lee	218
Town of Lincoln	220
Town of Londonderry	224
Town of Madison	230
Town of Marlow	233



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<i>Participating Member</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Primex ³ Members as per attached Schedule of Members Workers Compensation Program				NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
				Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> Statutory		
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		Deductible:
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 6/26/2015 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

SAU 20 Office	749
SAU 21 Office	841
SAU 23 Office	750
SAU 24 Office	826
SAU 35 Office	938
SAU 39 Office	808
SAU 44 Office	804
SAU 46 Office	753
SAU 48 Office	754
SAU 50 Office	800
SAU 55 Office	777
SAU 58 Office	830
SAU 61 Office	787
SAU 67 Office	869
SAU 70 Office	845
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Souhegan Cooperative School District	778
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Strafford School District	944
Stratford School District	832
Stratham School District	821
TEAMS Charter School	1212
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Amherst	106
Town of Barnstead	112
Town of Charlestown	136
Town of Derry	154
Town of Greenfield	186
Town of Hanover	194
Town of Haverhill	196
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hudson	206
Town of Londonderry	224
Town of Madison	230
Town of Marlow	233
Town of Merrimack	236
Town of New Durham	249
Town of New Hampton	251
Town of New London	254
Town of Newmarket	255
Town of North Hampton	259
Town of Peterborough	268
Town of Sharon	291
Town of Stoddard	310
Unity School District	945
Upper Valley Lake Sunapee Regional Planning Commission	570
Warren School District	767
Waterville Valley School District	947
Weare School District	759
Wentworth School District	760
White Mountains Regional School District	811
Wilton-Lyndeborough Cooperative School District	763
Windham School District	771
Winnacunnet Cooperative School District	806



HSEM-PDM-07-2014-03
State of New Hampshire

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

RQ# 149896

GC# 117

09-03-2014

JOHN J. BARTHELMES
COMMISSIONER

August 1, 2014

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Marlow (VC# 159902-B001), for a total amount of \$123,093.75 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through January 9, 2016. Funding source: 100% Federal Funds.

Funding is available in the SFY 2015 operating budget as follows:

02-23-23-236010-4393000	Dept. of Safety – HSEM – Pre-Disaster Mitigation	
072-500574	Grants-Federal – Grants to Local Gov't-Federal	\$123,093.75
Activity Code: 23PDM13 4393		

Explanation

The Town of Marlow plans to use these funds to replace and upgrade culverts on Marlow Sand Pond Road. The existing pair of 4-foot wide corrugated metal pipe culverts will be replaced with one concrete box culvert that will be 12-feet wide and 6-foot high. The road elevation will be raised to accommodate the culvert and to prevent future washout and overtopping. The grant listed above is funded from the FFY 2013 Pre-Disaster Mitigation Competitive (PDMC) Grant Program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDMC Grant Program provides funding to sub-grantees for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDMC funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as the implementation of projects identified through the evaluation of natural hazards. Notification of this program is made to every community by email and by letter sent to the chief elected official. All community applications for this grant are reviewed for eligibility by the State Hazard Mitigation Officer prior to being submitted to FEMA.

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

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

Respectfully submitted,

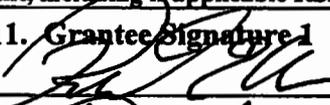
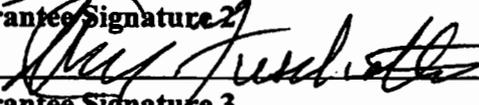
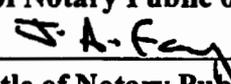
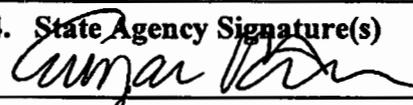
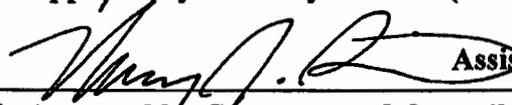
John J. Barthelmes
Commissioner of Safety

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 Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Marlow		1.4. Grantee Address 167 NH Route 123 Marlow, NH 03456	
1.5. Effective Date G&C Approval	1.6. Completion Date January 9, 2016	1.7. Audit Date N/A	1.8. Grant Limitation \$123,093.75
1.9. Grant Officer for State Agency Elizabeth R. Peck		1.10. State Agency Telephone Number (603) 223-3655	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Robert E. Alban School Board Chair	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Thomas F. Chabot School Board	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Cheshire</u> , on <u>6/30/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		JACQUELINE ANN FAY, Notary Public My Commission Expires June 4, 2019	
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution)			
By: 		Assistant Attorney General, On: <u>8/12/2014</u>	
1.17. Approval by Governor and Council			
By:		On: / /	

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials BA 17 Date 6/30/14
Page 1 of 6

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

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

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

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

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

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, 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 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.

9.1. DATA: RETENTION OF DATA: ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

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.

12.1. 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.

12.2. 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 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.

12.3. 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.

12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.2 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 \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions 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 Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

SCOPE OF WORK

I. WORK TASKS

The Town of Marlow is being provided a pre-disaster mitigation competitive grant in the amount of \$123,093.75 to replace and upgrade culverts on Marlow Sand Pond Road.

The proposed project involves the replacement of existing pair of 4-ft. wide corrugated metal pipe culverts with one concrete box culvert that will be 12 feet wide and 6 feet high. The road elevation will be raised to accommodate the culvert and to prevent future washout and over topping.

All work and the closeout of this project will be completed by January 9, 2016.

II. PROJECT REVIEW and CONDITIONS

The Town of Marlow shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Record of Environmental Consideration is attached to this agreement.

The Town of Marlow shall submit quarterly progress reports starting with the quarter ending September 30, 2014. These reports shall continue until the project is closed out.

The Town of Marlow is responsible for the 25% cost share, which is \$41,031.25. The Town of Marlow shall clearly identify and document the cost share and retain all associated records for a period of seven years from the date of project closeout.

Grantee Initials BA JZ
Date 6-30-14

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

I. GRANT AMOUNT

Pre Disaster Mitigation Competitive Grant FFY 2013 CFDA 97.047

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 41,031.25	\$ 123,093.75	\$ 164,125.00
Column Totals	\$ 41,031.25	\$ 123,093.75	\$ 164,125.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			

II. FEE SCHEDULE

- a. The Town of Marlow agrees that the total payment by HSEM under this grant agreement shall be \$ 123,093.75.
- b. HSEM may advance funds to the Town of Marlow in accordance with the procedures outlined in the Grant Administrative Plan and pursuant to 44 CFR § 13.20 section (c). A request for an advance of funds must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within thirty (30) days of receipt.
- c. HSEM shall reimburse \$123,093.75 to the Town of Marlow upon HSEM receiving appropriate documentation of expended funds from the Town of Marlow.

Grantee Initials BA T M
Date 6-30-14

EXHIBIT C

SPECIAL PROVISIONS

- I. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- II. Any funds advanced to the grantee must be returned to Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
- III. The Town of Marlow agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period the Plymouth State University will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, they have notified or will notify their auditor of the above requirements prior to performance of the audit. They will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. They will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 7 years from the end of this audit period.