

228 lam

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL



JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL

June 5, 2019

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

**REQUESTED ACTION**

Authorize the Department of Justice (DOJ) to amend existing subgrants with the subrecipients listed below, approved by the Governor and Executive Council on November 8, 2017, item #73, to provide supplemental funding for the Regional Drug Task Force effective upon Governor and Executive Council approval through September 30, 2019. 100% Federal Funds.

Funding for this request is available as follows in account #02-20-20-201510-4458, Byrne JAG, 072-500574, Grants Federal:

| <b><u>Subrecipient</u></b>          | <b><u>Vendor #</u></b> | <b><u>Subgrant<br/>From<br/>FY 2018</u></b> | <b><u>Current<br/>Subgrant<br/>FY 2019</u></b> | <b><u>Subgrant<br/>Increase<br/>FY 2019</u></b> | <b><u>Amended<br/>Subgrant<br/>Total</u></b> |
|-------------------------------------|------------------------|---|--|---|--|
| Conway Police Department            | 177377-B002            | \$40,000                                    | \$40,000                                       | \$20,000  | \$100,000                                    |
| Sullivan County Sheriff Department  | 177482-B006            | \$40,000                                    | \$40,000                                       | \$20,000  | \$100,000                                    |
| Newport Police Department           | 177450-B004            | \$40,000                                    | \$40,000                                       | \$20,000  | \$100,000                                    |
| Lebanon Police Department           | 177422-B007            | \$40,000                                    | \$40,000                                       | \$20,000  | \$100,000                                    |
| Grafton County Sheriff Department   | 177397-B009            | \$40,000                                    | \$40,000                                       | \$20,000  | \$100,000                                    |
| Merrimack County Sheriff Department | 177435-B008            | \$80,000                                    | \$80,000                                       | \$40,000  | \$200,000                                    |

**EXPLANATION**

The Department of Justice requests authorization to amend subgrants to the subrecipients listed above to support the ongoing operations of the NH Attorney General Drug Task Force. The narcotics interdiction mission of the Drug Task Force is critically important to the State of

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

June 5, 2019

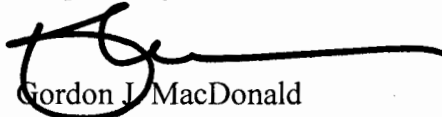
Page 2 of 2

New Hampshire and its law enforcement community. The supplemental funds will allow the police departments to continue officer assignments to the Drug Task Force which permits the consolidation of resources in order to more effectively target the distribution of illegal drugs in New Hampshire.

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gordon J. MacDonald", with a long horizontal flourish extending to the right.

Gordon J. MacDonald  
Attorney General

#2415457

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE AND  
CONWAY POLICE DEPARTMENT  
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Conway Police Department ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on November 8, 2017, item #73 the Subrecipient agreed to support drug task force program operations with the Regional Drug Task Force upon the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract

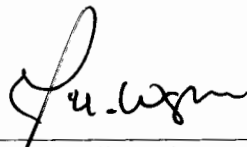
- a. Paragraph 1.7; Completion date: Change from 6/30/2019 to 9/30/2019
- b. Paragraph 1.8; Grant Limitation: Increase by \$20,000.00 from \$80,000 to \$100,000.
- c. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows:  
The Subrecipient shall be awarded an amount not to exceed \$60,000 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This final expenditure report thru 6/30/2019 must be submitted by the extended completion date of 9/30/2019.

2. Effective Date of Amendment

- a. This Amendment shall take effect upon approval of the Governor and Executive Council.

3. Continuance of Agreement

- a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

  
Chief of Police (signature)

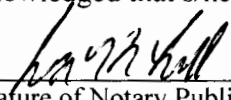
5/17/19  
Date

Edward K Wagner  
Chief of Police (Print name)

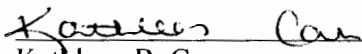
5/17/19  
Date

Notary Public or Justice of the Peace Acknowledgement:

State of NH, County of Carroll On May 17, 2019, before the undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and acknowledged that s/he executed this document in the capacity indicated.

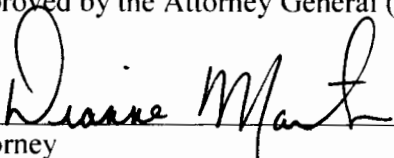
  
Signature of Notary Public or Justice of the Peace

Lora K. Labbe, Justice of the Peace  
Name and Title of Notary Public or Justice of the Peace

  
Kathleen B. Carr  
Director of Administration

6/4/19  
Date

Approved by the Attorney General (Form, Substance and Execution)

  
Attorney

6/6/19  
Date



# TOWN OF CONWAY

1634 EAST MAIN ST. • CTR. CONWAY, NEW HAMPSHIRE 03813

(603) 447-3811  
WWW.CONWAYNH.ORG

## CERTIFICATE OF AUTHORITY

I, Thomas Holmes, Town Manager of the Town of Conway do hereby certify that:

1. The Town of Conway Board of Selectmen voted on 5/7/19 to accept funds in the amount of \$20,000 for the fiscal year ending June 30<sup>th</sup>, 2019 resulting from a grant from New Hampshire Department of Justice;
2. The Town of Conway Board of Selectmen further authorizes the Town Manager to execute any documents which may be necessary for this contract;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
4. The following now occupies the offices of the Town Manager and Chief of Police of the Town of Conway; and
5. Edward K. Wagner, Chief of Police, has the authority to execute any documents which may be necessary for this contract.

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Manager this 17 day of May, 2019

Thomas Holmes, Town Manager  
STATE OF NEW HAMPSHIRE COUNTY OF CARROLL

On this the 17 day of May, 2019, before me Krista L. Day the undersigned officer, personally appeared Thomas Holmes, who acknowledged their self to be the Town Manager for the Town of Conway, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Justice of the Peace/Notary Public

Commission Expiration Date March 21, 2023

KRISTA L. DAY  
Notary Public - New Hampshire  
My Commission Expires March 21, 2023



## 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><br>Town of Conway<br>1634 East Main Street<br>Center Conway, NH 03813 |  | <b>Member Number:</b><br>146 | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|--|--|------------------------------|--|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, if Not            |              |
|--|--------------------------------|---------------------------------|---|--------------|
| <input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 1/1/2019                       | 1/1/2020                        | Each Occurrence   | \$ 5,000,000 |
|  |                                |                                 | General Aggregate   | \$ 5,000,000 |
|  |                                |                                 | Fire Damage (Any one fire)                                |              |
|  |                                |                                 | Med Exp (Any one person)                                  |              |
|  |                                |                                 |   |              |
| <input type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto  |                                |                                 | Combined Single Limit<br>(Each Accident)                  |              |
|  |                                |                                 | Aggregate   |              |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 1/1/2019                       | 1/1/2020                        | <input checked="" type="checkbox"/> Statutory             |              |
|  |                                |                                 | Each Accident   | \$2,000,000  |
|  |                                |                                 | Disease - Each Employee                                   | \$2,000,000  |
|  |                                |                                 | Disease - Policy Limit                                    |              |
| <input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>  |                                |                                 | Blanket 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>3</sup> - NH Public Risk Management Exchange</b>  |
| State of New Hampshire<br>Department of Justice<br>33 Capitol St<br>Concord, NH 03301 |                                 |                   | <b>By:</b> Mary Beth Purcell  |
|   |                                 |                   | <b>Date:</b> 5/1/2019 mpurcell@nhprimex.org   |
|   |                                 |                   | Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE AND  
SULLIVAN COUNTY SHERIFF DEPARTMENT  
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Sullivan County Sheriff Department ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on November 8, 2017, item #73 the Subrecipient agreed to support drug task force program operations with the Regional Drug Task Force upon the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract
  - a. Paragraph 1.7; Completion date: Change from 6/30/2019 to 9/30/2019
  - b. Paragraph 1.8; Grant Limitation: Increase by \$20,000.00 from \$80,000 to \$100,000.
  - c. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows:

The Subrecipient shall be awarded an amount not to exceed \$60,000 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This final expenditure report thru 6/30/2019 must be submitted by the extended completion date of 9/30/2019.
2. Effective Date of Amendment
  - a. This Amendment shall take effect upon approval of the Governor and Executive Council.
3. Continuance of Agreement
  - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

[Signature]  
Sullivan County Sheriff (signature)

6/3/19  
Date

John P. Simonas  
Sullivan County Sheriff (Print name)

6/3/19  
Date

Notary Public or Justice of the Peace Acknowledgement:

State of New Hampshire, County of Sullivan On June 3, 2019, before the undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and acknowledged that s/he executed this document in the capacity indicated.

[Signature]  
Signature of Notary Public or Justice of the Peace

Sharon J. Callum  
Name and Title of Notary Public or Justice of the Peace



Kathleen B. Carr  
Kathleen B. Carr  
Director of Administration

6-4-19  
Date

Approved by the Attorney General (Form, Substance and Execution)

[Signature]  
Attorney

6/6/19  
Date



CERTIFICATE OF AUTHORITY

I, Derek Ferland, County Manager of Sullivan County do hereby certify that:

- (1) the Sullivan County Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice on Date: June 3, 2019;
- (2) The Sullivan County Commissioners further authorizes the Sullivan County High Sheriff to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

John P. Simonds, High Sheriff

IN WITNESS WHEREOF, I have hereunto set my hand as the County Manager this 3<sup>rd</sup> day of June 2019

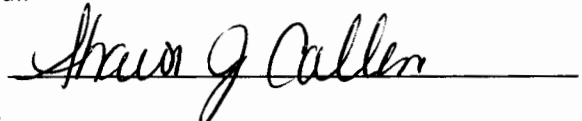


Derek Ferland, County Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF Sullivan

On this the 3 day of June 2019 before me Sharon J. Callum, the undersigned officer, personally appeared Derek Ferland, who acknowledged their self to be the County Manager for the County of Sullivan being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Justice of the Peace/Notary Public  
Commission Expiration Date: 10/01/2019

## 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><br>Sullivan County<br>14 Main Street<br>Newport, NH 03773 |  | <b>Member Number:</b><br>606 | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|--|--|------------------------------|--|--|

|                                     | Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply   |              |
|-------------------------------------|--|--------------------------------|---------------------------------|--|--------------|
| <input checked="" type="checkbox"/> | <b>General Liability (Occurrence Form)</b>   | 7/1/2018                       | 7/1/2019                        | Each Occurrence  | \$ 1,000,000 |
|                                     | <b>Professional Liability (describe)</b>   |                                |                                 | General Aggregate  | \$ 2,000,000 |
| <input type="checkbox"/>            | Claims Made  |                                |                                 | Fire Damage (Any one fire)   |              |
| <input type="checkbox"/>            | Occurrence   |                                |                                 | Med Exp (Any one person)   |              |
|                                     | <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000<br><br><input type="checkbox"/> Any auto |                                |                                 | Combined Single Limit<br>(Each Accident)<br><br>Aggregate  |              |
|                                     | <b>Workers' Compensation &amp; Employers' Liability</b>  |                                |                                 | <input type="checkbox"/> Statutory<br>Each Accident<br>Disease - Each Employee<br>Disease - Policy Limit |              |
|                                     | <b>Property (Special Risk includes Fire and Theft)</b>   |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated)  |              |

**Description:** In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

|   |                                     |                          |  |            |  |
|---|-------------------------------------|--------------------------|--|------------|--|
| <b>CERTIFICATE HOLDER:</b>  | <input checked="" type="checkbox"/> | Additional Covered Party |  | Loss Payee | Primex <sup>3</sup> - NH Public Risk Management Exchange   |
| New Hampshire Department of Justice<br>33 Capitol St<br>Concord, NH 03301 |                                     |                          |  |            | By: <i>Mary Beth Purcell</i>   |
|   |                                     |                          |  |            | Date: 6/3/2019    mpurcell@nhprimex.org  |
|   |                                     |                          |  |            | Please direct inquires to:<br><b>Primex<sup>3</sup> Risk Management Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

## 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><br>Sullivan County<br>14 Main Street<br>Newport, NH 03773 |  | <b>Member Number:</b><br>606 | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|--|--|------------------------------|--|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, if Not            |             |
|--|--------------------------------|---------------------------------|---|-------------|
| <input type="checkbox"/> <b>General Liability (Occurrence Form)</b><br><input type="checkbox"/> <b>Professional Liability (describe)</b><br><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"/> <b>Automobile Liability</b><br>Deductible Comp and Coll:<br><input type="checkbox"/> Any auto   |                                |                                 | Combined Single Limit<br>(Each Accident)                  |             |
|  |                                |                                 | Aggregate   |             |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 7/1/2018                       | 7/1/2019                        | <input checked="" type="checkbox"/> Statutory             |             |
|  |                                |                                 | Each Accident   | \$2,000,000 |
|  |                                |                                 | Disease — Each Employee                                   | \$2,000,000 |
|  |                                |                                 | Disease — Policy Limit                                    |             |
| <input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>  |                                |                                 | Blanket 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>3</sup> – NH Public Risk Management Exchange</b>  |
|   |                                 |                   | <b>By:</b> Mary Beth Purcell  |
| New Hampshire Department of Justice<br>33 Capitol St<br>Concord, NH 03301 |                                 |                   | <b>Date:</b> 6/3/2019 mpurcell@nhprimex.org   |
|   |                                 |                   | Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE AND  
NEWPORT POLICE DEPARTMENT  
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Newport Police Department ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on November 8, 2017, item #73 the Subrecipient agreed to support drug task force program operations with the Regional Drug Task Force upon the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract

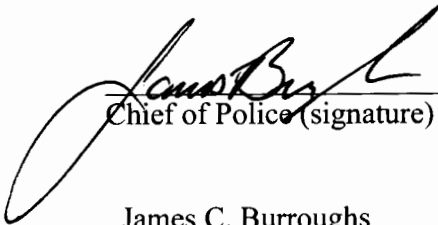
- a. Paragraph 1.7; Completion date: Change from 6/30/2019 to 9/30/2019
- b. Paragraph 1.8; Grant Limitation: Increase by \$20,000.00 from \$80,000 to \$100,000.
- c. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows:  
The Subrecipient shall be awarded an amount not to exceed \$60,000 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This final expenditure report thru 6/30/2019 must be submitted by the extended completion date of 9/30/2019.

2. Effective Date of Amendment

- a. This Amendment shall take effect upon approval of the Governor and Executive Council.

3. Continuance of Agreement

- a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

  
Chief of Police (signature)

James C. Burroughs  
Chief of Police (Print name)

5/6/19  
Date

May 6, 2019  
Date

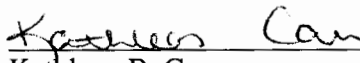
Notary Public or Justice of the Peace Acknowledgement:

State of New Hampshire, County of Sullivan On May 6, 2019, before the undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and acknowledged that s/he executed this document in the capacity indicated.

  
Signature of Notary Public or Justice of the Peace

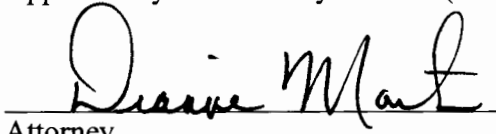
LISA G. MORSE  
Name and Title of Notary Public or Justice of the Peace



  
Kathleen B. Carr  
Director of Administration

6/4/19  
Date

Approved by the Attorney General (Form, Substance and Execution)

  
Attorney

6/6/19  
Date

## CERTIFICATE OF AUTHORITY

I, Hunter F. Rieseberg, Town Manager of the Town of Newport do hereby certify that:

- 1) The Newport Board of Selectmen voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- 2) The Newport Board of Selectmen further authorizes the Town Manager to execute any documents which may be necessary for this contract;
- 3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 4) The following now occupies the office indicated above;  
Hunter F. Rieseberg, Town Manager
- 5) Hunter F. Rieseberg, Town Manager, authorizes James C. Burroughs, Chief of Police, to execute the Amendment of the Agreement necessary for this contract.

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Manager this 6th day of May, 2019.

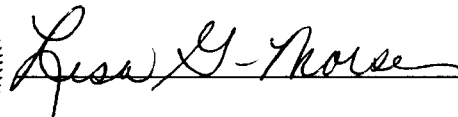
  
\_\_\_\_\_  
Hunter F. Rieseberg, Town Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF SULLIVAN

On this the 6th day of May, 2019, before me Lisa G. Morse, the undersigned officer, personally appeared Hunter F. Rieseberg, who acknowledged their self to be the Town Manager for the Town of Newport, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
\_\_\_\_\_

## 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.

|  |  |                       |   |  |
|--|--|-----------------------|---|--|
| Participating Member:<br>Town of Newport<br>15 Sunapee Street<br>Newport, NH 03773 |  | Member Number:<br>256 | Company Affording Coverage:<br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|--|--|-----------------------|---|--|

| 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"/> <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2018                    | 7/1/2019                     | Each Occurrence   | \$ 5,000,000        |
|  |                             |                              | General Aggregate   | \$ 5,000,000        |
|  |                             |                              | Fire Damage (Any one fire)                                |                     |
|  |                             |                              | Med Exp (Any one person)                                  |                     |
| <input checked="" type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000<br><input type="checkbox"/> Any auto   | 7/1/2018                    | 7/1/2019                     | Combined Single Limit (Each Accident)                     | \$5,000,000         |
|  |                             |                              | Aggregate   | \$5,000,000         |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 1/1/2019                    | 1/1/2020                     | <input checked="" type="checkbox"/> Statutory             |                     |
|  |                             |                              | Each Accident   | \$2,000,000         |
|  |                             |                              | Disease - Each Employee                                   | \$2,000,000         |
|  |                             |                              | Disease - Policy Limit                                    |                     |
| <input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>   | 7/1/2018                    | 7/1/2019                     | 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 <sup>3</sup> - NH Public Risk Management Exchange<br><br>By: <i>Mary Beth Purcell</i><br><br>Date: 5/2/2019    mpurcell@nhprimex.org<br><br>Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br><b>603-225-2841 phone</b><br><b>603-228-3833 fax</b> |
| State of New Hampshire<br>Department of Justice<br>33 Capitol Street<br>Concord, NH 03301 |                          |            |  |

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE AND  
LEBANON POLICE DEPARTMENT  
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Lebanon Police Department ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on November 8, 2017, item #73 the Subrecipient agreed to support drug task force program operations with the Regional Drug Task Force upon the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract

- a. Paragraph 1.7; Completion date: Change from 6/30/2019 to 9/30/2019
- b. Paragraph 1.8; Grant Limitation: Increase by \$20,000.00 from \$80,000 to \$100,000.
- c. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows:  
The Subrecipient shall be awarded an amount not to exceed \$60,000 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This final expenditure report thru 6/30/2019 must be submitted by the extended completion date of 9/30/2019.

2. Effective Date of Amendment

- a. This Amendment shall take effect upon approval of the Governor and Executive Council.

3. Continuance of Agreement

- a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.



[Signature]  
City Manager (signature)

5/23/19  
Date

SHAUN MULHOLLAND  
City Manager (Print name)

5/23/19  
Date

Notary Public or Justice of the Peace Acknowledgement:

State of New Hampshire, County of Carroll On May 23, 2019, before the undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and acknowledged that s/he executed this document in the capacity indicated.

Sandra L. Allard NH Notary Public  
My Commission Expires February 15, 2022

Sandra L. Allard  
Signature of Notary Public or Justice of the Peace

Name and Title of Notary Public or Justice of the Peace

Kathleen Carr  
Kathleen B. Carr  
Director of Administration

6/4/19  
Date

Approved by the Attorney General (Form, Substance and Execution)

Deanne Marshall  
Attorney

6/6/19  
Date

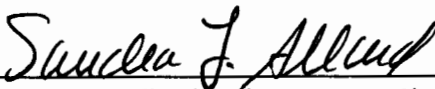


### CERTIFICATE OF VOTE AUTHORIZATION

I, Sandra L. Allard, City Clerk of the City of Lebanon do hereby certify that:

1. I am the duly appointed City Clerk of the City of Lebanon, New Hampshire:
2. The City of Lebanon, NH, per vote of the Lebanon City Council on June 6, 2001 for the adoption of Grants policy #01-01-C, has authorized the City manager to execute any documents necessary for this grant agreement;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
4. Shaun Mulholland is the current duly appointed City Manager of the City of Lebanon, NH.
5. This certification is specifically related to the New Hampshire Attorney General's Drug Task Force Grant.

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Lebanon, New Hampshire this 23rd day of May 2019.




Sandra L. Allard, Lebanon City Clerk

State of New Hampshire  
County of Grafton

On this 23rd day of May 2019, before me Lori Gould, the undersigned officer, personally appeared Sandra L. Allard who acknowledged herself to be the City Clerk of the City of Lebanon, being authorized so to do, executed the following instrument for the purposes therein contained.

In witness whereof, I have set my hand and official seal.

(seal)



LORI GOULD

Commissioner of Deeds - New Hampshire  
Lori Gould, Commissioner of Deeds My Commission Expires May 16, 2023

## 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.

|   |  |                       |   |  |
|---|--|-----------------------|---|--|
| Participating Member:<br>City of Lebanon<br>51 North Park Street<br>Lebanon, NH 03766 |  | Member Number:<br>217 | Company Affording Coverage:<br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|---|--|-----------------------|---|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not:           |                        |
|--|--------------------------------|---------------------------------|---|------------------------|
| <input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2018                       | 7/1/2019                        | Each Occurrence   | \$ 5,000,000           |
|  |                                |                                 | General Aggregate   | \$ 5,000,000           |
|  |                                |                                 | Fire Damage (Any one fire)                                |                        |
|  |                                |                                 | Med Exp (Any one person)                                  |                        |
| <input checked="" type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000<br><input type="checkbox"/> Any auto   | 7/1/2018                       | 7/1/2019                        | Combined Single Limit<br>(Each Accident)                  | \$5,000,000            |
|  |                                |                                 | Aggregate   | \$5,000,000            |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 7/1/2018                       | 7/1/2019                        | <input checked="" type="checkbox"/> Statutory             |                        |
|  |                                |                                 | Each Accident   | \$2,000,000            |
|  |                                |                                 | Disease — Each Employee                                   | \$2,000,000            |
|  |                                |                                 | Disease — Policy Limit                                    |                        |
| <input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>   | 7/1/2018                       | 7/1/2019                        | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible:<br>\$1,000 |

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

|  |                          |            |   |
|--|--------------------------|------------|---|
| CERTIFICATE HOLDER:  | Additional Covered Party | Loss Payee | Primex <sup>3</sup> – NH Public Risk Management Exchange  |
| NH Department of Justice<br>33 Capitol St<br>Concord, NH 03301 |                          |            | By: <i>Mary Beth Purcell</i>  |
|  |                          |            | Date: 5/15/2019    mpurcell@nhprimex.org  |
|  |                          |            | Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE AND  
GRAFTON COUNTY SHERIFF DEPARTMENT  
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Grafton County Sheriff Department ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on November 8, 2017, item #73 the Subrecipient agreed to support drug task force program operations with the Regional Drug Task Force upon the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract

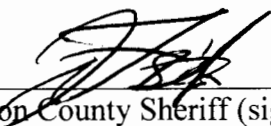
- a. Paragraph 1.7; Completion date: Change from 6/30/2019 to 9/30/2019
- b. Paragraph 1.8; Grant Limitation: Increase by \$20,000.00 from \$80,000 to \$100,000.
- c. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows:  
The Subrecipient shall be awarded an amount not to exceed \$60,000 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This final expenditure report thru 6/30/2019 must be submitted by the extended completion date of 9/30/2019.

2. Effective Date of Amendment

- a. This Amendment shall take effect upon approval of the Governor and Executive Council.

3. Continuance of Agreement

- a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

  
Grafton County Sheriff (signature)

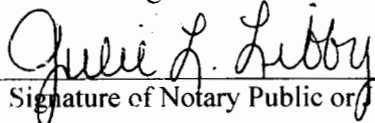
5-7-19  
Date

JEFF STIEGUEK  
Grafton County Sheriff (Print name)

5-7-19  
Date

Notary Public or Justice of the Peace Acknowledgement:

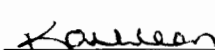
State of NH, County of Grafton On 5/7, 2019, before the undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and acknowledged that s/he executed this document in the capacity indicated.



**JULIE L. LIBBY, Notary Public**  
**My Commission Expires July 11, 2023**

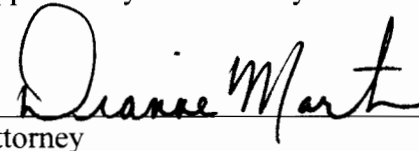
Signature of Notary Public or Justice of the Peace

Name and Title of Notary Public or Justice of the Peace

 Carr  
Kathleen B. Carr  
Director of Administration

6-4-19  
Date

Approved by the Attorney General (Form, Substance and Execution)

  
Attorney

6/6/19  
Date

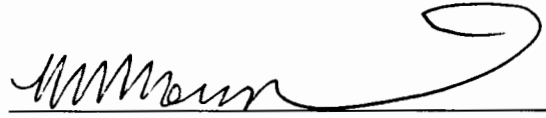
CERTIFICATE OF AUTHORITY

I, Marcia Morris, Clerk of the Grafton County Board of Commissioners do hereby certify that:

- (1) the Grafton County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Grafton County Board of Commissioners further authorizes the Grafton County Sheriff to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Jeffrey Stiegler

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the Grafton County Board of Commissioners this 7th day of May, 2019



Marcia Morris, Clerk  
Grafton County Commissioners

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

On this the 7th day of May, 2019, before me Julie L Libby, the undersigned officer, personally appeared Marcia Morris, who acknowledged their self to be the Clerk, Board of Commissioners for Grafton County, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.



Justice of the Peace/Notary Public

Commission Expiration Date: \_\_\_\_\_

**JULIE L. LIBBY, Notary Public**  
**My Commission Expires July 11, 2023**

## 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><br><br>Grafton County<br>3855 Dartmouth College Highway<br>Box #1<br>North Haverhill, NH 03774 | <b>Member Number:</b><br><br>603 | <b>Company Affording Coverage:</b><br><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |
|---|----------------------------------|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply  |              |
|--|--------------------------------|---------------------------------|---|--------------|
| <input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Claims Made               <input type="checkbox"/> Occurrence             </div> | 7/1/2018                       | 7/1/2019                        | Each Occurrence   | \$ 1,000,000 |
|  |                                |                                 | General Aggregate   | \$ 2,000,000 |
|  |                                |                                 | Fire Damage (Any one fire)  |              |
|  |                                |                                 | Med Exp (Any one person)  |              |
| <input type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000<br><br><input type="checkbox"/> Any auto  |                                |                                 | Combined Single Limit<br>(Each Accident)  |              |
|  |                                |                                 | Aggregate   |              |
| <input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>   |                                |                                 | <input type="checkbox"/> Statutory<br><input type="checkbox"/> Each Accident<br><input type="checkbox"/> Disease -- Each Employee<br><input type="checkbox"/> Disease -- Policy Limit |              |
| <input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated)   |              |

**Description:** In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

|   |                                     |                                 |                          |                   |  |
|---|-------------------------------------|---------------------------------|--------------------------|-------------------|--|
| <b>CERTIFICATE HOLDER:</b>  | <input checked="" type="checkbox"/> | <b>Additional Covered Party</b> | <input type="checkbox"/> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>   |
| New Hampshire<br>Attorney Generals Office<br>33 Capitol St<br>Concord, NH 03301 |                                     |                                 |                          |                   | <b>By:</b> Tammy Denner  |
|   |                                     |                                 |                          |                   | <b>Date:</b> 11/28/2018    tdenver@nhprimex.org  |
|   |                                     |                                 |                          |                   | Please direct inquires to:<br><b>Primex<sup>3</sup> Risk Management Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF JUSTICE AND  
MERRIMACK COUNTY SHERIFF DEPARTMENT  
FIRST CONTRACT AMENDMENT

This amendment ("Amendment") is by and between the Department of Justice and the Merrimack County Sheriff Department ("Subrecipient").

WHEREAS, pursuant to an Agreement ("Contract"), approved by the Governor and Council on November 8, 2017, item #73 the Subrecipient agreed to support drug task force program operations with the Regional Drug Task Force upon the terms and conditions specified in the contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 20 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract

- a. Paragraph 1.7; Completion date: Change from 6/30/2019 to 9/30/2019
- b. Paragraph 1.8; Grant Limitation: Increase by \$40,000.00 from \$160,000 to \$200,000.
- c. Delete Exhibit B Paragraph 3b. in its entirety and replace therein as follows:  
The Subrecipient shall be awarded an amount not to exceed \$120,000 of the total Grant Limitation from 7/1/18 to 6/30/19, with approved expenditure reports. This final expenditure report thru 6/30/2019 must be submitted by the extended completion date of 9/30/2019.

2. Effective Date of Amendment

- a. This Amendment shall take effect upon approval of the Governor and Executive Council.

3. Continuance of Agreement

- a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.



[Signature]  
Merrimack County Sheriff (signature)

5/24/2019  
Date

Scott E. Hilliard  
Merrimack County Sheriff (Print name)

5/24/2019  
Date

Notary Public or Justice of the Peace Acknowledgement:

State of New Hampshire, County of Merrimack On 5/24, 2019, before the undersigned officer, personally appeared the person identified as the Subrecipient, or satisfactorily proven to be the person whose name is associated with the Subrecipient and acknowledged that s/he executed this document in the capacity indicated.

[Signature]  
Signature of Notary Public or Justice of the Peace

Danielle D. Smith, Justice of the Peace  
Name and Title of Notary Public

**DANIELLE D. SMITH**  
Justice of the Peace, State of New Hampshire  
My Commission Expires June 10, 2020

Kathleen Carr  
Kathleen B. Carr  
Director of Administration

6/4/19  
Date

Approved by the Attorney General (Form, Substance and Execution)

[Signature]  
Attorney

6/6/19  
Date

## 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><br>Merrimack County<br>333 Daniel Webster Highway<br>Suite 2<br>Boscawen, NH 03303 |  | <b>Member Number:</b><br>604 | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|---|--|------------------------------|--|--|

| Type of Coverage                    |   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply                    |              |
|-------------------------------------|---|--------------------------------|---------------------------------|---|--------------|
| <input checked="" type="checkbox"/> | <b>General Liability (Occurrence Form)</b>  | 1/1/2019                       | 1/1/2020                        | Each Occurrence   | \$ 1,000,000 |
| <input type="checkbox"/>            | <b>Professional Liability (describe)</b>  |                                |                                 | General Aggregate   | \$ 2,000,000 |
| <input type="checkbox"/>            | Claims Made <input type="checkbox"/> Occurrence   |                                |                                 | Fire Damage (Any one fire)                                |              |
|                                     |   |                                |                                 | Med Exp (Any one person)                                  |              |
|                                     |   |                                |                                 |   |              |
| <input type="checkbox"/>            | <b>Automobile Liability</b><br>Deductible Comp and Coll: \$1,000<br><input type="checkbox"/> Any auto |                                |                                 | Combined Single Limit<br>(Each Accident)                  |              |
| <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>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated) |              |

**Description:** In regards to Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

|   |  |                   |   |
|---|--|-------------------|---|
| <b>CERTIFICATE HOLDER:</b>  | <input checked="" type="checkbox"/> Additional Covered Party | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b><br><br><b>By:</b> Mary Beth Purcell<br><br><b>Date:</b> 5/20/2019 mpurcell@nhprimex.org<br><br>Please direct inquiries to:<br><b>Primex<sup>3</sup> Risk Management Services</b><br>603-225-2841 phone<br>603-228-3833 fax |
| State of New Hampshire<br>Department of Justice<br>33 Capitol St<br>Concord, NH 03301 |  |                   |   |

## 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.

|   |  |                |  |  |
|---|--|----------------|--|--|
| Participating Member:   |  | Member Number: | Company Affording Coverage:  |  |
| Merrimack County<br>333 Daniel Webster Highway<br>Suite 2<br>Boscawen, NH 03303 |  | 604            | NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not            |             |
|--|--------------------------------|---------------------------------|---|-------------|
| <input type="checkbox"/> General Liability (Occurrence Form)<br><input type="checkbox"/> Professional Liability (describe)<br><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<br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto   |                                |                                 | Combined Single Limit<br>(Each Accident)                  |             |
|  |                                |                                 | Aggregate   |             |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability   | 1/1/2019                       | 1/1/2020                        | <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) |             |

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

|   |                          |            |   |
|---|--------------------------|------------|---|
| CERTIFICATE HOLDER:   | Additional Covered Party | Loss Payee | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b><br><br><b>By:</b> Mary Beth Purcell<br><br><b>Date:</b> 5/20/2019 mpurcell@nhprimex.org<br><br>Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |
| State of New Hampshire<br>Department of Justice<br>33 Capitol St<br>Concord, NH 03301 |                          |            |   |

## CERTIFICATE OF AUTHORITY

I, Tara Reardon, chairwoman of the Merrimack County Board of Commissioners, do hereby certify that:

- (1) The Merrimack County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Merrimack County Board of Commissioners further authorizes the Merrimack County Sheriff to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The Following now occupies the office indicated above:

Scott E. Hilliard

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairwoman this 24<sup>th</sup> day of May, 2019



Tara Reardon, Chairwoman  
Merrimack County Board of Commissioners

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this the 24<sup>th</sup> day of May, 2019, before me Melinda A. Harrison the undersigned officer, personally appeared who acknowledged their self to be the chairwoman for the Merrimack County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.



Melinda A. Harrison  
Justice of the Peace / Notary Public  
Commission Expiration Date: 2-11-2020

73 Bender

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL



ANN M. RICE  
DEPUTY ATTORNEY GENERAL

October 23, 2017

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

Your Excellency and Members of the Council:

**REQUESTED ACTION**

Authorize the Department of Justice to award subgrants with the agencies listed below in the total amount of \$720,000 from the Regional Drug Task Force appropriation to support drug task force program operations from the period of Governor and Council approval through June 30, 2019. 100% General Funds.

Funds to support this request are available in the following account: #02-20-20-200510-2905-102-500731-Contracts for Program Services; Department of Justice, Division of Public Protection, Regional Drug Task Force, as follows:

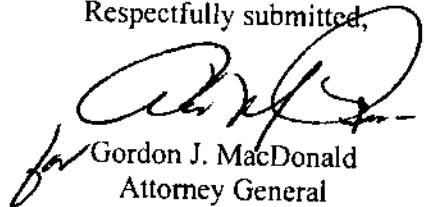
| <u>Agency</u>                           | <u>Vendor#</u> | <u>Fiscal<br/>Year<br/>2018</u> | <u>Fiscal<br/>Year<br/>2019</u> |
|---|----------------|---------------------------------|---------------------------------|
| NH State Liquor Commission              | 177913-B001    | \$40,000                        | \$40,000                        |
| <u>Conway Police Department</u>         | 177377-B002    | \$40,000                        | \$40,000                        |
| <u>Sullivan County Sheriff's Dept.</u>  | 177482-B006    | \$40,000                        | \$40,000                        |
| <u>Newport Police Department</u>        | 177450-B004    | \$40,000                        | \$40,000                        |
| Keene Police Department                 | 177417-B007    | \$40,000                        | \$40,000                        |
| <u>Lebanon Police Department</u>        | 177422-B007    | \$40,000                        | \$40,000                        |
| <u>Grafton County Sheriff's Dept.</u>   | 177397-B009    | \$40,000                        | \$40,000                        |
| <u>Merrimack County Sheriff's Dept.</u> | 177435-B008    | \$80,000                        | \$80,000                        |
|   |                | <u>\$360,000</u>                | <u>\$360,000</u>                |

**EXPLANATION**

The Department of Justice requests authorization to award subgrants to the above-listed agencies to support the ongoing operations of the NH Attorney General's Drug Task Force. The narcotics interdiction mission of the NH Drug Task Force is critically important to the State of New Hampshire and its law enforcement community. These subgrants will allow each agency to assign one or more officers to the Drug Task Force, and thereby consolidate resources to target the distribution of illegal drugs in New Hampshire.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



Gordon J. MacDonald  
Attorney General

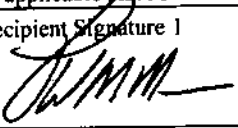
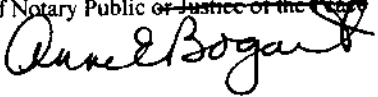
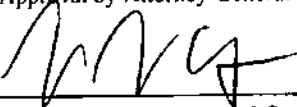
#1844501

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

|  |   |  |  |
|--|---|--|--|
| 1.1. State Agency Name<br><b>New Hampshire Department of Justice</b>   |   | 1.2. State Agency Address<br><b>33 Capitol Street, Concord, NH 03301</b>                 |  |
| 1.3. Subrecipient Name<br><b>NH State Liquor Commission</b>  |   | 1.4. Subrecipient Address<br><b>P.O. Box 1795, Concord, NH 03302-1795</b>                |  |
| 1.5 Subrecipient Phone #<br><b>603-230-7015</b>  | 1.6. Account Number<br><b>09-20-50-200810-2905 -<br/>#03-500731</b> | 1.7. Completion Date<br><b>6/30/2019</b>   | 1.8. Grant Limitation<br>\$ <b>80,000.00</b> |
| 1.9. Grant Officer for State Agency<br><b>Kathleen Carr</b>  |   | 1.10. State Agency Telephone Number<br><b>603-271-1234</b>                               |  |
| "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. Subrecipient Signature 1<br>  |   | 1.12. Name & Title of Subrecipient Signor 1<br><b>Joseph W. Mollica<br/>Chairman</b>     |  |
| Subrecipient Signature 2 If Applicable   |   | Name & Title of Subrecipient Signor 2 If Applicable                                      |  |
| 1.13. Acknowledgment: State of New Hampshire, County of _____, 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<br>  |   |  |  |
| (Seal)<br><b>ANNE E. BOGART<br/>NOTARY PUBLIC, NEW HAMPSHIRE<br/>MY COMMISSION EXPIRES 4-17-2018</b>   |   |  |  |
| 1.14. State Agency Signature(s)<br><b>Kathleen Carr</b>  |   | 1.15. Name & Title of State Agency Signor(s)<br><b>Kathleen Carr, Director of Admin.</b> |  |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)<br>By:  Assistant Attorney General, On: <b>10/4/2017</b>  |   |  |  |
| 1.17. Approval by Governor and Council (if applicable)<br>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"), 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.
  - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
  - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
  - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA, RETENTION OF DATA, ACCESS.
  - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF 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 or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her



personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and

- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## **EXHIBIT A**

### **-SCOPE OF SERVICES-**

1. The State of New Hampshire Liquor Commission as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to the Attorney General's Drug Task Force in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-7820 or Johanna.Houman@doj.nh.gov.



## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from Governor and Council approval through 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from 7/1/18 through 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.



## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.

**BYRNE JAG GRANT PROGRAM GUIDELINES AND CONDITIONS**  
**(Page One of Four)**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program, if funded by the Byrne JAG funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Byrne Justice Assistance Program pursuant to Title I of the Omnibus Crime Control and Safe Street Act of 1968, 42 U.S.C. 3711 et. seq.

2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".

3. The subgrantee agrees to implement this project within sixty (60) days following the grant award date or provide a letter outlining reasons for the delay. Grant programs not started within (90) days of the original grant award date must provide a reason for the delay and are subject to automatic cancellation of the grant. Evidence of project implementation must be outlined in the first quarterly federal expenditure report.

4. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that Byrne JAG grant funds and accompanying state funds will be expended only for purposes and activities covered by the subgrantees approved application.

5. The subgrantee agrees to provide information on the program supported with the Byrne JAG grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit and to retain grant-related documentation for a period of at least three (3) years after the close of the federal grant award period.

6. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Byrne JAG program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.

Initials: MA

Date: 8/3/17

7. The subgrantee agrees to maintain detailed time and attendance records for personnel positions partially funded with Byrne JAG grant funds. The subgrantee agrees to maintain payroll records and to complete semi-annual certifications, in a form approved by the NH Department of Justice, for any personnel positions fully funded with Byrne JAG grant funds.
8. The subgrantee agrees that all Byrne JAG grant funds will be expended on Byrne JAG allowable activities. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant start and ending dates, which were set forth in the grantee's application.
9. Equipment purchased with Byrne JAG grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Byrne JAG grant funds.
10. The subgrantee agrees that the title to any equipment purchased with Byrne JAG funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for criminal justice purposes for which it was acquired.
11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Executive Order 13279 (Equal Protection of the laws for Faith-based and Community Organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39, and Department of Justice Equal Treatment Regulations, 28 CFR Part 38.
13. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html) and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Initials: MM

Date: 8/3/17

14. If required, within 30 days from the date of the award, the subgrantee will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7<sup>th</sup> Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. Additional information on EEOP requirements may be found here: [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

15. The subgrantee must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral interpretation and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

16. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

17. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

18. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

19. Repayment of this grant may be required if the subgrantee receives a state or federal forfeiture, which exceeds the amount of the grant award.

20. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs and will prohibit texting while driving

for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

21. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs and administered through the New Hampshire Department of Justice."

22. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

23. The subgrantee agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not be perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

Head of Agency



Date: 8-3-17

Financial Officer



Date: 7-25-17

Initials: 

Date: 8/3/17



DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

CHIEF MARK C. ARMAGANTIAN  
Name and Title of Head of Agency

[Signature]  
Signature

8/3/17  
Date

NH LIQUOR ENFORCEMENT  
Name and Address of Agency

Initials: MA

Date: 8/3/17

## BYRNE JAG SUBGRANT INFORMATION SHEET

### I. Financial Issues

#### A. Cost Allowability

- Only those program activities stated in the approved application are allowable as Federal expenses against the grant
- All grant funds must be expended or obligated (via purchase order, contract, etc.) no later than the Grant End Date. Grant funds that have been obligated but not expended by the Grant End Date must be expended by the agency and reimbursed by our office no later than 45 days after the Grant End Date.
- Supplanting (replacing local funds with Federal funds) is not allowable.
- Byrne JAG funds must represent new, additional funding beyond your agency's budget for the additional grant-funded project activities you are proposing.

#### B. Grant Adjustments

- Any budgetary or goals/objectives changes to the program as outlined in the approved application must have prior written approval via a Grant Adjustment. Requests for grant adjustments may be made via letter or e-mail to your program manager. Please be specific about the proposed changes.

#### C. Summary of Expenditures Report

- Grant payment is done on a reimbursement basis only via the Summary of Expenditures Report.
- The preferred method is the use of an MS Excel based Summary of Expenditures report document.
- Quarterly Filing (by calendar quarters) is REQUIRED. Monthly filing is allowed.
- Quarterly Filing is due by 15th of the month following the end of the quarter. If you don't file within 30 days your grant is considered out of compliance.
- You must file even if you are claiming zero expenses.
- Two signatures are required on the Summary of Expenditures Form.
- Federal and match (if applicable) expenditures must be documented in your files.
- Documentation for expenses does not need to be included with filing, however all documentation must be retained for a period of at least three years from the final end date of the grant.
- Program income must be included on each expenditure report, showing both earned and expended program income.
- A copy of the Detail Transaction Register covering the reporting period shall accompany each expenditure report.

#### D. Annual Audit

- Your city/town/organization is required to send us a copy of any yearly audits complete along with any management letters.

Initials: MM

Date: 8/3/12

## **II. Programmatic Issues**

### **A. Annual Site Monitoring Visit**

- Each Byrne JAG subgrantee will receive a monitoring visit once a year, for most programs, which will be scheduled for a mutually convenient date and time. That site monitoring visit may be conducted either on-site or using an off-site monitoring document.

### **B. Quarterly Performance Report**


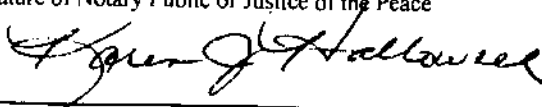
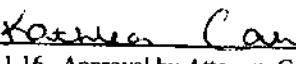
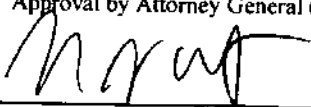
- Quarterly Progress Reporting is required. Reporting is required through the federal BJA Performance Management Tools Site within 20 days following the end of each reporting quarter, December, April, June and September.
- An additional narrative is required to be emailed to your program manager. Reports will cover activities accomplished during previous periods as well as the specific requirements of the federal report.

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

|  |   |   |  |
|--|---|---|--|
| 1.1. State Agency Name<br><b>New Hampshire Department of Justice</b>   |   | 1.2. State Agency Address<br><b>33 Capitol Street, Concord, NH 03301</b>                |  |
| 1.3. Subrecipient Name<br><b>Conway Police Department</b>  |   | 1.4. Subrecipient Address<br><b>P.O. Box 538, Center Conway, NH 03813</b>               |  |
| 1.5 Subrecipient Phone #<br><b>603-356-5715</b>  | 1.6. Account Number<br><b>02-20-20-200510-2905-103 - 500131</b> | 1.7. Completion Date<br><b>6/30/2019</b>  | 1.8. Grant Limitation<br><b>\$ 80,000.00</b> |
| 1.9. Grant Officer for State Agency<br><b>Kathleen Carr</b>  |   | 1.10. State Agency Telephone Number<br><b>603-271-1234</b>                              |  |
| "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. Subrecipient Signature<br>  |   | 1.12. Name & Title of Subrecipient Signor 1<br><b>Thomas Holmes<br/>TOWN MANAGER</b>    |  |
| Subrecipient Signature 2 If Applicable   |   | Name & Title of Subrecipient Signor 2 If Applicable                                     |  |
| 1.13. Acknowledgment: State of New Hampshire, County of _____, 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<br><br>(Seal)  |   |   |  |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace<br><b>KAREN J. HALLOWELL<br/>NOTARY PUBLIC - NEW HAMPSHIRE<br/>My Commission Expires September 17, 2019</b>  |   |   |  |
| 1.14. State Agency Signature(s)<br>   |   | 1.15. Name & Title of State Agency Signor(s)<br><b>Kathleen Carr, Director of Admin</b> |  |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)<br>By:  Assistant Attorney General, On: <b>10/4/2017</b>  |   |   |  |
| 1.17. Approval by Governor and Council (if applicable)<br>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"), 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. 9.2
4. EFFECTIVE DATE, COMPLETION OF PROJECT 9.3.
- 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"). 9.4.
- 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 9.5.
- 5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto. 10.
- 5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS 11.
- 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 11.1.
- 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 12.
- 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 12.1.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF 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.
- 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 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. **INSURANCE AND BOND**

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## EXHIBIT A

### -SCOPE OF SERVICES-

1. Conway Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to the Attorney General's Drug Task Force in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-7820 or Johanna.Houman@doj.nh.gov.

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
  - 3a. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from Governor and Council approval through 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
  - 3b. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from 7/1/18 through 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.



## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.

**BYRNE JAG GRANT PROGRAM GUIDELINES AND CONDITIONS**  
**(Page One of Four)**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program, if funded by the Byrne JAG funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Byrne Justice Assistance Program pursuant to Title I of the Omnibus Crime Control and Safe Street Act of 1968, 42 U.S.C. 3711 et. seq.
2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".
3. The subgrantee agrees to implement this project within sixty (60) days following the grant award date or provide a letter outlining reasons for the delay. Grant programs not started within (90) days of the original grant award date must provide a reason for the delay and are subject to automatic cancellation of the grant. Evidence of project implementation must be outlined in the first quarterly federal expenditure report.
4. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that Byrne JAG grant funds and accompanying state funds will be expended only for purposes and activities covered by the subgrantees approved application.
5. The subgrantee agrees to provide information on the program supported with the Byrne JAG grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit and to retain grant-related documentation for a period of at least three (3) years after the close of the federal grant award period.
6. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Byrne JAG program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.

7. The subgrantee agrees to maintain detailed time and attendance records for personnel positions partially funded with Byrne JAG grant funds. The subgrantee agrees to maintain payroll records and to complete semi-annual certifications, in a form approved by the NH Department of Justice, for any personnel positions fully funded with Byrne JAG grant funds.

8. The subgrantee agrees that all Byrne JAG grant funds will be expended on Byrne JAG allowable activities. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant start and ending dates, which were set forth in the grantee's application.

9. Equipment purchased with Byrne JAG grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Byrne JAG grant funds.

10. The subgrantee agrees that the title to any equipment purchased with Byrne JAG funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for criminal justice purposes for which it was acquired.

11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Executive Order 13279 (Equal Protection of the laws for Faith-based and Community Organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39, and Department of Justice Equal Treatment Regulations, 28 CFR Part 38.

13. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html) and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Initials: tan AKS

Date: 7/24/17

14. If required, within 30 days from the date of the award, the subgrantee will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7<sup>th</sup> Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. Additional information on EEOP requirements may be found here: [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

15. The subgrantee must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral interpretation and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

16. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

17. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

18. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

19. Repayment of this grant may be required if the subgrantee receives a state or federal forfeiture, which exceeds the amount of the grant award.

20. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs and will prohibit texting while driving

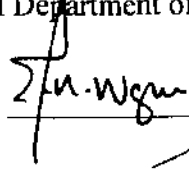
for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

21. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs and administered through the New Hampshire Department of Justice."

22. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

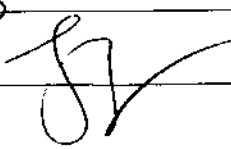
23. The subgrantee agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not be perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

Head of Agency



Date: 7/24/17

Financial Officer



Date: 8/2/17

Initials: EW hct

Date: 7/24/17

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

Edward K. Wagner Jr. Chief of Police  
Name and Title of Head of Agency

E.K. Wagner 7/24/17  
Signature Date

Conway P.D. 35 E. Conway Rd. Ctr. Conway NH 03813  
Name and Address of Agency

Initials: EW lata

Date: 7/29/17

## BYRNE JAG SUBGRANT INFORMATION SHEET

### I. Financial Issues

#### A. Cost Allowability

- Only those program activities stated in the approved application are allowable as Federal expenses against the grant
- All grant funds must be expended or obligated (via purchase order, contract, etc.) no later than the Grant End Date. Grant funds that have been obligated but not expended by the Grant End Date must be expended by the agency and reimbursed by our office no later than 45 days after the Grant End Date.
- Supplanting (replacing local funds with Federal funds) is not allowable.
- Byrne JAG funds must represent new, additional funding beyond your agency's budget for the additional grant-funded project activities you are proposing.

#### B. Grant Adjustments

- Any budgetary or goals/objectives changes to the program as outlined in the approved application must have prior written approval via a Grant Adjustment. Requests for grant adjustments may be made via letter or e-mail to your program manager. Please be specific about the proposed changes.

#### C. Summary of Expenditures Report

- Grant payment is done on a reimbursement basis only via the Summary of Expenditures Report.
- The preferred method is the use of an MS Excel based Summary of Expenditures report document.
- Quarterly Filing (by calendar quarters) is REQUIRED. Monthly filing is allowed.
- Quarterly Filing is due by 15th of the month following the end of the quarter. If you don't file within 30 days your grant is considered out of compliance.
- You must file even if you are claiming zero expenses.
- Two signatures are required on the Summary of Expenditures Form.
- Federal and match (if applicable) expenditures must be documented in your files.
- Documentation for expenses does not need to be included with filing, however all documentation must be retained for a period of at least three years from the final end date of the grant.
- Program income must be included on each expenditure report, showing both earned and expended program income.
- A copy of the Detail Transaction Register covering the reporting period shall accompany each expenditure report.

#### D. Annual Audit

- Your city/town/organization is required to send us a copy of any yearly audits complete along with any management letters.

Initials: EW SLH

Date: 7/24/17

## **II. Programmatic Issues**

### **A. Annual Site Monitoring Visit**

- Each Byrne JAG subgrantee will receive a monitoring visit once a year, for most programs, which will be scheduled for a mutually convenient date and time. That site monitoring visit may be conducted either on-site or using an off-site monitoring document.

### **B. Quarterly Performance Report**

- Quarterly Progress Reporting is required. Reporting is required through the federal BJA Performance Management Tools Site within 20 days following the end of each reporting quarter, December, April, June and September.
- An additional narrative is required to be emailed to your program manager. Reports will cover activities accomplished during previous periods as well as the specific requirements of the federal report.

Initials: Emu LATA

Date: 7/24/17





# TOWN OF CONWAY

1634 EAST MAIN ST. • CTR. CONWAY, NEW HAMPSHIRE 03813

(603) 447-3811  
FAX (603) 447-5012  
WWW.CONWAYNH.ORG

## CERTIFICATE OF AUTHORITY

I, Thomas Holmes, Town Manager of the Town of Conway do hereby certify that:

1. The Town of Conway Board of Selectmen voted on 8/8/17 to accept funds in the amount of \$80,000 (\$40,000 a year for two years) and enter into a grant agreement with the New Hampshire Department of Justice;
2. The Town of Conway Board of Selectmen further authorizes the Town Manager to execute any documents which may be necessary for this contract;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following now occupies the offices of the Town Manager and Chief of Police of the Town of Conway.

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Manager this 9 day of August 2017

Thomas Holmes, Town Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF CARROLL

On this the 9<sup>th</sup> day of August 2017, before me Karen Hallowell, the undersigned officer, personally appeared Thomas Holmes, who acknowledged their self to be the Town Manager for the Town of Conway, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Justice of the Peace/Notary Public  
Commission Expiration Date \_\_\_\_\_

KAREN J. HALLOWELL  
NOTARY PUBLIC - NEW HAMPSHIRE  
My Commission Expires September 17, 2019



## 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><br>Town of Conway<br>1634 East Main Street<br>Center Conway, NH 03813 |  | <b>Member Number:</b><br>146 | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|--|--|------------------------------|--|--|

|   | Coverage Category   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply (if not)  |   |              |                   |              |                            |             |                          |  |
|---|---|--------------------------------|---------------------------------|--|---|--------------|-------------------|--------------|----------------------------|-------------|--------------------------|--|
| <input checked="" type="checkbox"/>                       | <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claims Made           <input type="checkbox"/> Occurrence         </div> | 1/1/2017                       | 1/1/2018                        | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Each Occurrence</td> <td style="width: 30%; text-align: right;">\$ 5,000,000</td> </tr> <tr> <td>General Aggregate</td> <td style="text-align: right;">\$ 5,000,000</td> </tr> <tr> <td>Fire Damage (Any one fire)</td> <td></td> </tr> <tr> <td>Med Exp (Any one person)</td> <td></td> </tr> </table>  | Each Occurrence   | \$ 5,000,000 | General Aggregate | \$ 5,000,000 | Fire Damage (Any one fire) |             | Med Exp (Any one person) |  |
| Each Occurrence   | \$ 5,000,000  |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| General Aggregate   | \$ 5,000,000  |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| Fire Damage (Any one fire)                                |   |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| Med Exp (Any one person)                                  |   |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| <input type="checkbox"/>                                  | <b>Automobile Liability</b><br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto  |                                |                                 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Combined Single Limit (Each Accident)</td> <td style="width: 30%;"></td> </tr> <tr> <td>Aggregate</td> <td></td> </tr> </table>  | Combined Single Limit (Each Accident)                     |              | Aggregate         |              |                            |             |                          |  |
| Combined Single Limit (Each Accident)                     |   |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| Aggregate   |   |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| <input checked="" type="checkbox"/>                       | <b>Workers' Compensation &amp; Employers' Liability</b>   | 1/1/2017                       | 1/1/2018                        | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"> <input checked="" type="checkbox"/> Statutory           </td> <td style="width: 30%;"></td> </tr> <tr> <td>Each Accident</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Disease - Each Employee</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Disease - Policy Limit</td> <td></td> </tr> </table> | <input checked="" type="checkbox"/> Statutory             |              | Each Accident     | \$2,000,000  | Disease - Each Employee    | \$2,000,000 | Disease - Policy Limit   |  |
| <input checked="" type="checkbox"/> Statutory             |   |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| Each Accident   | \$2,000,000   |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| Disease - Each Employee                                   | \$2,000,000   |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| Disease - Policy Limit                                    |   |                                |                                 |  |   |              |                   |              |                            |             |                          |  |
| <input type="checkbox"/>                                  | <b>Property (Special Risk Includes Fire and Theft)</b>  |                                |                                 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Blanket Limit, Replacement Cost (unless otherwise stated)</td> <td style="width: 30%;"></td> </tr> </table>  | Blanket Limit, Replacement Cost (unless otherwise stated) |              |                   |              |                            |             |                          |  |
| Blanket Limit, Replacement Cost (unless otherwise stated) |   |                                |                                 |  |   |              |                   |              |                            |             |                          |  |

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

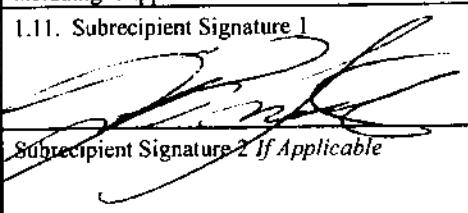
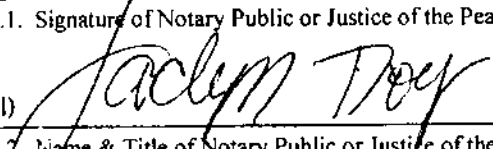
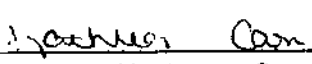
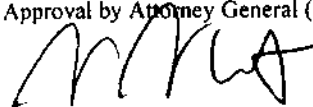
|   |                                 |                   |   |
|---|---------------------------------|-------------------|---|
| <b>CERTIFICATE HOLDER:</b><br><br>State of New Hampshire<br>Department of Justice<br>33 Capitol St<br>Concord, NH 03301 | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b><br><br><b>By:</b> <i>Tammy Dowser</i><br><br><b>Date:</b> 7/25/2017    tdenver@nhprimex.org<br><br>Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |
|---|---------------------------------|-------------------|---|

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

|  |   |   |  |
|--|---|---|--|
| 1.1. State Agency Name<br><b>New Hampshire Department of Justice</b>   |   | 1.2. State Agency Address<br><b>33 Capitol Street, Concord, NH 03301</b>                |  |
| 1.3. Subrecipient Name<br><b>Sullivan County Sheriff's Department</b>  |   | 1.4. Subrecipient Address<br><b>P.O. Box 27, Newport, NH 03773</b>                      |  |
| 1.5 Subrecipient Phone #<br><b>603-863-4200</b>  | 1.6. Account Number<br><b>02-20-20-200510-2945</b><br><b>102 500731</b> | 1.7. Completion Date<br><b>6/30/2019</b>  | 1.8. Grant Limitation<br><b>\$ 80,000.00</b> |
| 1.9. Grant Officer for State Agency<br><b>Kathleen Carr</b>  |   | 1.10. State Agency Telephone Number<br><b>603-271-1234</b>                              |  |
| "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. Subrecipient Signature 1<br>   |   | 1.12. Name & Title of Subrecipient Signor 1<br><b>JOHN P. SIMONAS - HIGH SHERIFF</b>    |  |
| Subrecipient Signature 2 If Applicable   |   | Name & Title of Subrecipient Signor 2 If Applicable                                     |  |
| 1.13. Acknowledgment: State of New Hampshire, County of <b>SULLIVAN</b><br>on <b>6/20/17</b> , 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<br>(Seal)    |   |   |  |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace<br><b>Notary Public</b>  |   |   |  |
| 1.14. State Agency Signature(s)<br>   |   | 1.15. Name & Title of State Agency Signor(s)<br><b>Kathleen Carr, Director of Admin</b> |  |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)<br>By:  Assistant Attorney General, On: <b>10/4/17</b>  |   |   |  |
| 1.17. Approval by Governor and Council (if applicable)<br>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"), 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## **EXHIBIT A**

### **-SCOPE OF SERVICES-**

1. The Sullivan County Sheriff's Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to the Attorney General's Drug Task Force in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-7820 or Johanna.Houman@doj.nh.gov.

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
  - 3a. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from Governor and Council approval through 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
  - 3b. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from 7/1/18 through 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.

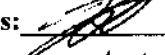


**BYRNE JAG GRANT PROGRAM GUIDELINES AND CONDITIONS**

**(Page One of Four)**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program, if funded by the Byrne JAG funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Byrne Justice Assistance Program pursuant to Title I of the Omnibus Crime Control and Safe Street Act of 1968, 42 U.S.C. 3711 et. seq.
2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".
3. The subgrantee agrees to implement this project within sixty (60) days following the grant award date or provide a letter outlining reasons for the delay. Grant programs not started within (90) days of the original grant award date must provide a reason for the delay and are subject to automatic cancellation of the grant. Evidence of project implementation must be outlined in the first quarterly federal expenditure report.
4. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that Byrne JAG grant funds and accompanying state funds will be expended only for purposes and activities covered by the subgrantees approved application.
5. The subgrantee agrees to provide information on the program supported with the Byrne JAG grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit and to retain grant-related documentation for a period of at least three (3) years after the close of the federal grant award period.
6. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Byrne JAG program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.

Initials:   
Date: 10/2/17

7. The subgrantee agrees to maintain detailed time and attendance records for personnel positions partially funded with Byrne JAG grant funds. The subgrantee agrees to maintain payroll records and to complete semi-annual certifications, in a form approved by the NH Department of Justice, for any personnel positions fully funded with Byrne JAG grant funds.

8. The subgrantee agrees that all Byrne JAG grant funds will be expended on Byrne JAG allowable activities. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant start and ending dates, which were set forth in the grantee's application.

9. Equipment purchased with Byrne JAG grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Byrne JAG grant funds.

10. The subgrantee agrees that the title to any equipment purchased with Byrne JAG funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for criminal justice purposes for which it was acquired.

11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Executive Order 13279 (Equal Protection of the laws for Faith-based and Community Organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39, and Department of Justice Equal Treatment Regulations, 28 CFR Part 38.

13. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://doj.nh.gov/grants/civilrights.html> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Initials: 

Date: 10/2/17

14. If required, within 30 days from the date of the award, the subgrantee will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7<sup>th</sup> Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. Additional information on EEOP requirements may be found here: [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

15. The subgrantee must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral interpretation and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).


16. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

17. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

18. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

19. Repayment of this grant may be required if the subgrantee receives a state or federal forfeiture, which exceeds the amount of the grant award.

20. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs and will prohibit texting while driving

Initials:   
Date: 10/2/17

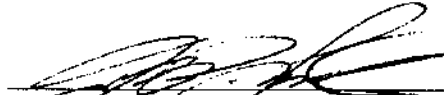
for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

21. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs and administered through the New Hampshire Department of Justice."

22. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

23. The subgrantee agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not be perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

Head of Agency



Date:

10/2/17

Financial Officer



Date:

2 OCT 2017

Initials:



Date:

10/2/17

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

JOHN P. SIMONDS, HIGH SHERIFF  
Name and Title of Head of Agency

[Signature]  
Signature

10/2/17  
Date

SULLIVAN COUNTY SHERIFF'S OFFICE 14 MAIN ST, NEWPORT NH 03773  
Name and Address of Agency

Initials:

Dater

10/2/17

## BYRNE JAG SUBGRANT INFORMATION SHEET

### I. Financial Issues

#### A. Cost Allowability

- Only those program activities stated in the approved application are allowable as Federal expenses against the grant
- All grant funds must be expended or obligated (via purchase order, contract, etc.) no later than the Grant End Date. Grant funds that have been obligated but not expended by the Grant End Date must be expended by the agency and reimbursed by our office no later than 45 days after the Grant End Date.
- Supplanting (replacing local funds with Federal funds) is not allowable.
- Byrne JAG funds must represent new, additional funding beyond your agency's budget for the additional grant-funded project activities you are proposing.

#### B. Grant Adjustments

- Any budgetary or goals/objectives changes to the program as outlined in the approved application must have prior written approval via a Grant Adjustment. Requests for grant adjustments may be made via letter or e-mail to your program manager. Please be specific about the proposed changes.

#### C. Summary of Expenditures Report

- Grant payment is done on a reimbursement basis only via the Summary of Expenditures Report.
- The preferred method is the use of an MS Excel based Summary of Expenditures report document.
- Quarterly Filing (by calendar quarters) is REQUIRED. Monthly filing is allowed.
- Quarterly Filing is due by 15th of the month following the end of the quarter. If you don't file within 30 days your grant is considered out of compliance.
- You must file even if you are claiming zero expenses.
- Two signatures are required on the Summary of Expenditures Form.
- Federal and match (if applicable) expenditures must be documented in your files.
- Documentation for expenses does not need to be included with filing, however all documentation must be retained for a period of at least three years from the final end date of the grant.
- Program income must be included on each expenditure report, showing both earned and expended program income.
- A copy of the Detail Transaction Register covering the reporting period shall accompany each expenditure report.

#### D. Annual Audit

- Your city/town/organization is required to send us a copy of any yearly audits complete along with any management letters.

## **II. Programmatic Issues**

### **A. Annual Site Monitoring Visit**

- Each Byrne JAG subgrantee will receive a monitoring visit once a year, for most programs, which will be scheduled for a mutually convenient date and time. That site monitoring visit may be conducted either on-site or using an off-site monitoring document.

### **B. Quarterly Performance Report**

- Quarterly Progress Reporting is required. Reporting is required through the federal BJA Performance Management Tools Site within 20 days following the end of each reporting quarter, December, April, June and September.
- An additional narrative is required to be emailed to your program manager. Reports will cover activities accomplished during previous periods as well as the specific requirements of the federal report.

Initials: 

Date: 10/2/17

CERTIFICATE OF AUTHORITY

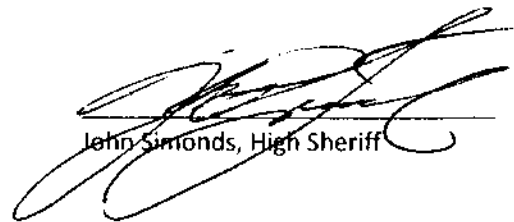
I, John P. Simonds, High Sheriff of Sullivan County do hereby certify that:

- (1) the Sullivan County Commissioners vote to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Sullivan County Commissioners further authorizes the Sullivan County High Sheriff to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:



Derek Ferland, County Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the High Sheriff this 12 day of September 2017

  
John Simonds, High Sheriff

STATE OF NEW HAMPSHIRE  
COUNTY OF SULLIVAN

On this the 12 day of September 2017 before me John Simonds, the undersigned officer, personally appeared John P. Simonds, who acknowledged their self to be the High Sheriff for the County of Sullivan, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.

JACLYN TROY, Notary Public  
State of New Hampshire  
~~My Commission Expires May 27, 2020~~

Justice of the Peace/Notary Public

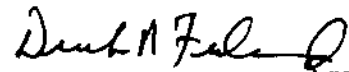
Commission Expiration Date: May 27 2020



CERTIFICATE OF AUTHORITY

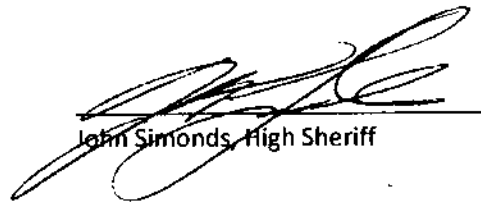
I, John P. Simonds, High Sheriff of Sullivan County do hereby certify that:

- (1) the Sullivan County Commissioners vote to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Sullivan County Commissioners further authorizes the Sullivan County High Sheriff to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:



Derek Ferland, County Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the High Sheriff this 6 day of October 2017

  
John Simonds, High Sheriff

STATE OF NEW HAMPSHIRE  
COUNTY OF SULLIVAN

On this the 6 day of October 2017 before me John Simonds, the undersigned officer, personally appeared John P. Simonds, who acknowledged their self to be the High Sheriff for the County of Sullivan, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.



Justice of the Peace/Notary Public

Commission Expiration Date: May 27 2020

JACLYN TROY, Notary Public  
State of New Hampshire  
My Commission Expires May 27, 2020



## 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.

|   |  |                       |   |  |
|---|--|-----------------------|---|--|
| Participating Member:<br>Sullivan County<br>14 Main Street<br>Newport, NH 03773 |  | Member Number:<br>606 | Company Affording Coverage:<br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|---|--|-----------------------|---|--|

|                                     | Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not            |              |
|-------------------------------------|--|--------------------------------|---------------------------------|---|--------------|
| <input checked="" type="checkbox"/> | General Liability (Occurrence Form)<br>Professional Liability (describe)<br><div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made                         <input type="checkbox"/> Occurrence                     </div> | 7/1/2017                       | 7/1/2018                        | Each Occurrence   | \$ 5,000,000 |
|                                     |  |                                |                                 | General Aggregate   | \$ 5,000,000 |
|                                     |  |                                |                                 | Fire Damage (Any one fire)                                |              |
|                                     |  |                                |                                 | Med Exp (Any one person)                                  |              |
|                                     | Automobile Liability<br>Deductible    Comp and Coll:<br><div style="border: 1px solid black; width: 40px; height: 20px; margin-top: 5px; display: flex; align-items: center; justify-content: center;">Any auto</div>  |                                |                                 | Combined Single Limit<br>(Each Accident)                  |              |
|                                     |  |                                |                                 | Aggregate   |              |
| <input checked="" type="checkbox"/> | Workers' Compensation & Employers' Liability   | 7/1/2017                       | 7/1/2018                        | <input checked="" type="checkbox"/> Statutory             |              |
|                                     |  |                                |                                 | Each Accident   | \$2,000,000  |
|                                     |  |                                |                                 | Disease - Each Employee                                   | \$2,000,000  |
|                                     |  |                                |                                 | Disease - Policy Limit                                    |              |
|                                     | Property (Special Risk Includes Fire and Theft)  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated) |              |

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

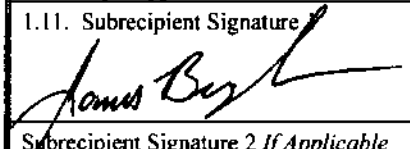
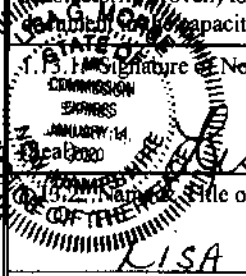
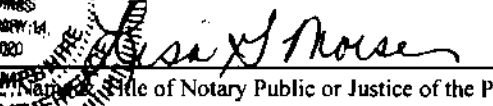
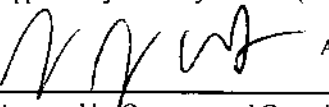
|   |                          |            |   |
|---|--------------------------|------------|---|
| CERTIFICATE HOLDER:   | Additional Covered Party | Loss Payee | Primex <sup>3</sup> - NH Public Risk Management Exchange  |
| State of New Hampshire<br>Department of Justice<br>33 Capitol St<br>Concord, NH 03301 |                          |            | By: <i>Tammy Deaver</i>   |
|   |                          |            | Date: 7/26/2017    tdenver@nhprimex.org   |
|   |                          |            | Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

|   |  |  |  |
|---|--|--|--|
| 1.1. State Agency Name<br><b>New Hampshire Department of Justice</b>  |  | 1.2. State Agency Address<br><b>33 Capitol Street, Concord, NH 03301</b>                 |  |
| 1.3. Subrecipient Name<br><b>Newport Police Department</b>  |  | 1.4. Subrecipient Address<br><b>59 Main Street, Newport, NH 03773</b>                    |  |
| 1.5 Subrecipient Phone #<br><b>603-863-3240</b>   | 1.6. Account Number<br><b>02-20-20-200510-2905</b><br><b>100-50731</b> | 1.7. Completion Date<br><b>6/30/2019</b>   | 1.8. Grant Limitation<br>\$ <b>80,000.00</b> |
| 1.9. Grant Officer for State Agency<br><b>Kathleen Carr</b>   |  | 1.10. State Agency Telephone Number<br><b>603-271-1234</b>                               |  |
| "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. Subrecipient Signature<br>  |  | 1.12. Name & Title of Subrecipient Signor 1<br><b>Chief of Police</b>                    |  |
| Subrecipient Signature 2 If Applicable  |  | Name & Title of Subrecipient Signor 2 If Applicable                                      |  |
| 1.13. Acknowledgment: State of New Hampshire, County of <b>Sullivan</b><br>on <b>9/20/17</b> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or known to me to be) (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. |  |  |  |
| 1.14. Signature of Notary Public or Justice of the Peace<br><br>  |  |  |  |
| 1.15. Name & Title of Notary Public or Justice of the Peace<br><b>LISA G. MORSE</b>   |  |  |  |
| 1.14. State Agency Signature(s)<br><b>Kathleen Carr</b>   |  | 1.15. Name & Title of State Agency Signor(s)<br><b>Kathleen Carr, Director of Admin.</b> |  |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)<br>By:  Assistant Attorney General, On: <b>10/4/2017</b>   |  |  |  |
| 1.17. Approval by Governor and Council (if applicable)<br>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"), 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

*for*  
 9/20/17

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

for  
9/20/17

## EXHIBIT A

### -SCOPE OF SERVICES-

1. The Newport Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to the Attorney General's Drug Task Force in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-7820 or Johanna.Houman@doj.nh.gov.

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
  - 3a. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from Governor and Council approval through 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
  - 3b. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from 7/1/18 through 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.



**BYRNE JAG GRANT PROGRAM GUIDELINES AND CONDITIONS**  
**(Page One of Four)**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program, if funded by the Byrne JAG funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Byrne Justice Assistance Program pursuant to Title I of the Omnibus Crime Control and Safe Street Act of 1968, 42 U.S.C. 3711 et. seq.

2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".

3. The subgrantee agrees to implement this project within sixty (60) days following the grant award date or provide a letter outlining reasons for the delay. Grant programs not started within (90) days of the original grant award date must provide a reason for the delay and are subject to automatic cancellation of the grant. Evidence of project implementation must be outlined in the first quarterly federal expenditure report.

4. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that Byrne JAG grant funds and accompanying state funds will be expended only for purposes and activities covered by the subgrantees approved application.

5. The subgrantee agrees to provide information on the program supported with the Byrne JAG grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit and to retain grant-related documentation for a period of at least three (3) years after the close of the federal grant award period.

6. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Byrne JAG program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.

7. The subgrantee agrees to maintain detailed time and attendance records for personnel positions partially funded with Byrne JAG grant funds. The subgrantee agrees to maintain payroll records and to complete semi-annual certifications, in a form approved by the NH Department of Justice, for any personnel positions fully funded with Byrne JAG grant funds.
8. The subgrantee agrees that all Byrne JAG grant funds will be expended on Byrne JAG allowable activities. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant start and ending dates, which were set forth in the grantee's application.
9. Equipment purchased with Byrne JAG grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Byrne JAG grant funds.
10. The subgrantee agrees that the title to any equipment purchased with Byrne JAG funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for criminal justice purposes for which it was acquired.
11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Executive Order 13279 (Equal Protection of the laws for Faith-based and Community Organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39, and Department of Justice Equal Treatment Regulations, 28 CFR Part 38.
13. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html) and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Initials: JSR

Date: 7-28-17

14. If required, within 30 days from the date of the award, the subgrantee will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7<sup>th</sup> Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. Additional information on EEOP requirements may be found here: [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

15. The subgrantee must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral interpretation and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

16. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

17. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

18. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

19. Repayment of this grant may be required if the subgrantee receives a state or federal forfeiture, which exceeds the amount of the grant award.

20. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs and will prohibit texting while driving

Initials: 137R

Date: 7-28-17

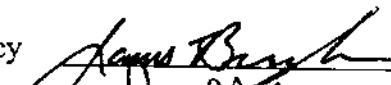
for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

21. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs and administered through the New Hampshire Department of Justice."

22. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

23. The subgrantee agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not be perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

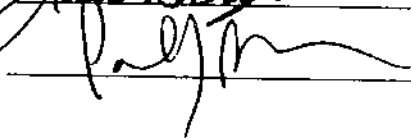
Head of Agency



Date:

7/24/17

Financial Officer



Date:

7/24/17

Initials:

HJR

Date:

7-28-17

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

James C. Burroughs, Chief of Police  
Name and Title of Head of Agency

James Burroughs 7/24/17  
Signature Date

Newport Police Dept. 59 Main St. Newport NH 03773  
Name and Address of Agency

Initials: HJR

Date: 7-28-17

## BYRNE JAG SUBGRANT INFORMATION SHEET

### I. Financial Issues

#### A. Cost Allowability

- Only those program activities stated in the approved application are allowable as Federal expenses against the grant
- All grant funds must be expended or obligated (via purchase order, contract, etc.) no later than the Grant End Date. Grant funds that have been obligated but not expended by the Grant End Date must be expended by the agency and reimbursed by our office no later than 45 days after the Grant End Date.
- Supplanting (replacing local funds with Federal funds) is not allowable.
- Byrne JAG funds must represent new, additional funding beyond your agency's budget for the additional grant-funded project activities you are proposing.

#### B. Grant Adjustments

- Any budgetary or goals/objectives changes to the program as outlined in the approved application must have prior written approval via a Grant Adjustment. Requests for grant adjustments may be made via letter or e-mail to your program manager. Please be specific about the proposed changes.

#### C. Summary of Expenditures Report

- Grant payment is done on a reimbursement basis only via the Summary of Expenditures Report.
- The preferred method is the use of an MS Excel based Summary of Expenditures report document.
- Quarterly Filing (by calendar quarters) is REQUIRED. Monthly filing is allowed.
- Quarterly Filing is due by 15th of the month following the end of the quarter. If you don't file within 30 days your grant is considered out of compliance.
- You must file even if you are claiming zero expenses.
- Two signatures are required on the Summary of Expenditures Form.
- Federal and match (if applicable) expenditures must be documented in your files.
- Documentation for expenses does not need to be included with filing, however all documentation must be retained for a period of at least three years from the final end date of the grant.
- Program income must be included on each expenditure report, showing both earned and expended program income.
- A copy of the Detail Transaction Register covering the reporting period shall accompany each expenditure report.

#### D. Annual Audit

- Your city/town/organization is required to send us a copy of any yearly audits complete along with any management letters.

Initials: HJE

Date: 7-28-17

## **II. Programmatic Issues**

### **A. Annual Site Monitoring Visit**

- Each Byrne JAG subgrantee will receive a monitoring visit once a year, for most programs, which will be scheduled for a mutually convenient date and time. That site monitoring visit may be conducted either on-site or using an off-site monitoring document.

### **B. Quarterly Performance Report**

- Quarterly Progress Reporting is required. Reporting is required through the federal BJA Performance Management Tools Site within 20 days following the end of each reporting quarter, December, April, June and September.
- An additional narrative is required to be emailed to your program manager. Reports will cover activities accomplished during previous periods as well as the specific requirements of the federal report.

### CERTIFICATE OF AUTHORITY

I, Hunter F. Rieseberg, Town Manager of the Town of Newport do hereby certify that:

- 1) The Newport Board of Selectmen voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- 2) The Newport Board of Selectmen further authorizes the Town Manager to execute any documents which may be necessary for this contract;
- 3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 4) The following now occupies the office indicated above;

Hunter F. Rieseberg, Town Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Manager this 4 day of October 2017

Hunter F. Rieseberg  
Hunter F. Rieseberg, Town Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF SULLIVAN

On this the 4 day of October 2017, before me JENNIFER SOULIOTIS, the undersigned officer, personally appeared Hunter F. Rieseberg, who acknowledged their self to be the Town Manager for the Town of Newport, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jennifer Souliotis JP  
ASST. CLERK







## 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.

|  |  |                       |   |  |
|--|--|-----------------------|---|--|
| Participating Member:<br>Town of Newport<br>15 Sunapee Street<br>Newport, NH 03773 |  | Member Number:<br>255 | Company Affording Coverage:<br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|--|--|-----------------------|---|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits: NH Statutory Limits May Apply, if Not             |              |
|--|--------------------------------|---------------------------------|---|--------------|
| <input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2017                       | 7/1/2018                        | Each Occurrence   | \$ 5,000,000 |
|  |                                |                                 | General Aggregate   | \$ 5,000,000 |
|  |                                |                                 | Fire Damage (Any one fire)                                |              |
|  |                                |                                 | Med Exp (Any one person)                                  |              |
| <input type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto  |                                |                                 | Combined Single Limit<br>(Each Accident)                  |              |
|  |                                |                                 | Aggregate   |              |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 1/1/2017                       | 1/1/2018                        | <input checked="" type="checkbox"/> Statutory             |              |
|  |                                |                                 | Each Accident   | \$2,000,000  |
|  |                                |                                 | Disease - Each Employee                                   | \$2,000,000  |
|  |                                |                                 | Disease - Policy Limit                                    |              |
| <input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated) |              |

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

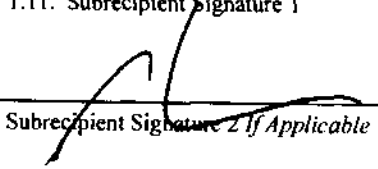
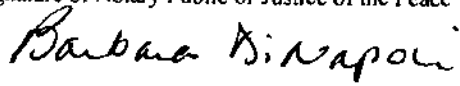
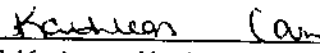
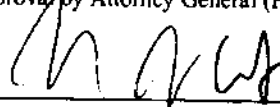
|   |                                 |                   |  |
|---|---------------------------------|-------------------|--|
| <b>CERTIFICATE HOLDER:</b><br><br>State of New Hampshire<br>Department of Justice<br>33 Capitol St<br>Concord, NH 03301 | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b><br><br><b>By:</b> <i>Tammy Denver</i><br><br><b>Date:</b> 8/2/2017    tdenver@nhprimex.org<br><br>Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |
|---|---------------------------------|-------------------|--|

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

|  |  |  |                                       |
|--|--|--|---------------------------------------|
| 1.1. State Agency Name<br>New Hampshire Department of Justice  |  | 1.2. State Agency Address<br>33 Capitol Street, Concord, NH 03301                |                                       |
| 1.3. Subrecipient Name<br>Keene Police Department  |  | 1.4. Subrecipient Address<br>400 Marlboro St., Keene, NH 03431                   |                                       |
| 1.5 Subrecipient Phone #<br>603-357-9815   | 1.6. Account Number<br><del>02-20-20-20510-205</del><br>102-500371 | 1.7. Completion Date<br>6/30/2019  | 1.8. Grant Limitation<br>\$ 80,000.00 |
| 1.9. Grant Officer for State Agency<br>Kathleen Carr   |  | 1.10. State Agency Telephone Number<br>603-271-1234                              |                                       |
| "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. Subrecipient Signature 1<br>   |  | 1.12. Name & Title of Subrecipient Signor 1<br>Michael Kopeczynski, City Manager |                                       |
| Subrecipient Signature 2 If Applicable   |  | Name & Title of Subrecipient Signor 2 If Applicable                              |                                       |
| 1.13. Acknowledgment: State of New Hampshire, County of <u>Cheshire</u><br>on <u>8/24/17</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<br><br>(Seal)  |  |  |                                       |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace<br><u>BARBARA DINAPOLI, Notary Public</u><br>My Commission Expires <u>October 21, 2020</u>   |  |  |                                       |
| 1.14. State Agency Signature(s)<br>   |  | 1.15. Name & Title of State Agency Signor(s)<br>Kathleen Carr, Director of Admin |                                       |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)<br>By:  Assistant Attorney General, On: <u>10/4/2017</u>  |  |  |                                       |
| 1.17. Approval by Governor and Council (if applicable)<br>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"), 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date")
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date")
5. GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final
9. DATA RETENTION OF DATA ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever
- No data shall be subject to copyright in the United States or any other country by anyone other than the State
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data
10. CONDITIONAL NATURE OF 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 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

16  
9.24.17

personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof

14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE AND BOND**

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

ML  
8.24.07

## **EXHIBIT A**

### **-SCOPE OF SERVICES-**

1. The Keene Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to the Attorney General's Drug Task Force in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-7820 or Johanna.Houman@doj.nh.gov.

AL

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
  - 3a. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from Governor and Council approval through 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
  - 3b. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from 7/1/18 through 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials



Date

8.24.17

## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.



8.24.17

## **BYRNE JAG GRANT PROGRAM GUIDELINES AND CONDITIONS**

(Page One of Four)

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program, if funded by the Byrne JAG funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Byrne Justice Assistance Program pursuant to Title I of the Omnibus Crime Control and Safe Street Act of 1968, 42 U.S.C. 3711 et. seq.
2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".
3. The subgrantee agrees to implement this project within sixty (60) days following the grant award date or provide a letter outlining reasons for the delay. Grant programs not started within (90) days of the original grant award date must provide a reason for the delay and are subject to automatic cancellation of the grant. Evidence of project implementation must be outlined in the first quarterly federal expenditure report.
4. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that Byrne JAG grant funds and accompanying state funds will be expended only for purposes and activities covered by the subgrantees approved application.
5. The subgrantee agrees to provide information on the program supported with the Byrne JAG grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit and to retain grant-related documentation for a period of at least three (3) years after the close of the federal grant award period.
6. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Byrne JAG program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.

Initials: AL

Date: 8.24.17



7. The subgrantee agrees to maintain detailed time and attendance records for personnel positions partially funded with Byrne JAG grant funds. The subgrantee agrees to maintain payroll records and to complete semi-annual certifications, in a form approved by the NH Department of Justice, for any personnel positions fully funded with Byrne JAG grant funds.

8. The subgrantee agrees that all Byrne JAG grant funds will be expended on Byrne JAG allowable activities. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant start and ending dates, which were set forth in the grantee's application.

9. Equipment purchased with Byrne JAG grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Byrne JAG grant funds.

10. The subgrantee agrees that the title to any equipment purchased with Byrne JAG funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for criminal justice purposes for which it was acquired.

11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Executive Order 13279 (Equal Protection of the laws for Faith-based and Community Organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39, and Department of Justice Equal Treatment Regulations, 28 CFR Part 38.

13. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html) and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

14. If required, within 30 days from the date of the award, the subgrantee will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7<sup>th</sup> Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. Additional information on EEOP requirements may be found here: [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

15. The subgrantee must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral interpretation and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

16. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

17. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

18. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

19. Repayment of this grant may be required if the subgrantee receives a state or federal forfeiture, which exceeds the amount of the grant award.

20. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs and will prohibit texting while driving

Initials:                     

Date: 8/24/17

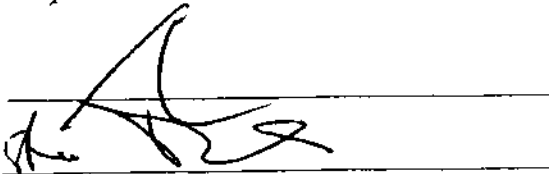
for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

21. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs and administered through the New Hampshire Department of Justice."

22. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

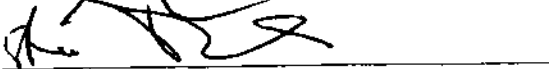
23. The subgrantee agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not be perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

Head of Agency



Date: 8.24.17

Financial Officer



Date: 8/24/17

Initials: L  
Date: 8.24.17

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

Medard Kapezynski, City Manager  
Name and Title of Head of Agency

Signature

Date

8-24-17

City of Keene, NH, 3 Washington St. Keene, NH  
Name and Address of Agency

Initials:

Date:

8-24-17

## BYRNE JAG SUBGRANT INFORMATION SHEET

### I. Financial Issues

#### A. Cost Allowability

- Only those program activities stated in the approved application are allowable as Federal expenses against the grant
- All grant funds must be expended or obligated (via purchase order, contract, etc.) no later than the Grant End Date. Grant funds that have been obligated but not expended by the Grant End Date must be expended by the agency and reimbursed by our office no later than 45 days after the Grant End Date.
- Supplanting (replacing local funds with Federal funds) is not allowable.
- Byrne JAG funds must represent new, additional funding beyond your agency's budget for the additional grant-funded project activities you are proposing.

#### B. Grant Adjustments

- Any budgetary or goals/objectives changes to the program as outlined in the approved application must have prior written approval via a Grant Adjustment. Requests for grant adjustments may be made via letter or e-mail to your program manager. Please be specific about the proposed changes.

#### C. Summary of Expenditures Report

- Grant payment is done on a reimbursement basis only via the Summary of Expenditures Report.
- The preferred method is the use of an MS Excel based Summary of Expenditures report document.
- Quarterly Filing (by calendar quarters) is REQUIRED. Monthly filing is allowed.
- Quarterly Filing is due by 15th of the month following the end of the quarter. If you don't file within 30 days your grant is considered out of compliance.
- You must file even if you are claiming zero expenses.
- Two signatures are required on the Summary of Expenditures Form.
- Federal and match (if applicable) expenditures must be documented in your files.
- Documentation for expenses does not need to be included with filing, however all documentation must be retained for a period of at least three years from the final end date of the grant.
- Program income must be included on each expenditure report, showing both earned and expended program income.
- A copy of the Detail Transaction Register covering the reporting period shall accompany each expenditure report.

#### D. Annual Audit

- Your city/town/organization is required to send us a copy of any yearly audits complete along with any management letters.

Initials: 

Date: 08.24.17

## II. Programmatic Issues

### A. Annual Site Monitoring Visit

- Each Byrne JAG subgrantee will receive a monitoring visit once a year, for most programs, which will be scheduled for a mutually convenient date and time. That site monitoring visit may be conducted either on-site or using an off-site monitoring document.

### B. Quarterly Performance Report

- Quarterly Progress Reporting is required. Reporting is required through the federal BJA Performance Management Tools Site within 20 days following the end of each reporting quarter, December, April, June and September.
- An additional narrative is required to be emailed to your program manager. Reports will cover activities accomplished during previous periods as well as the specific requirements of the federal report.

Initials: AL

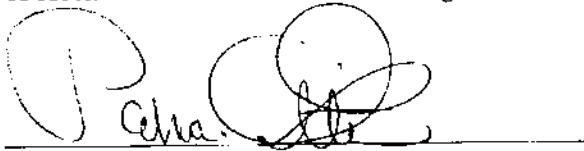
Date: 10-24-17

### CERTIFICATE OF VOTE

I, Patricia A. Little, do hereby certify that I am the City Clerk of the City of Keene, a municipality in the State of New Hampshire, County of Cheshire, in the United States of America.

I do hereby certify that Medard Kopczynski is the City Manager of the municipality and is duly authorized by the by-laws and the laws of the State of New Hampshire to execute and deliver for and on behalf of the municipality any contracts with the State of New Hampshire relative to a grant of \$80,000.00, from the New Hampshire Department of Justice and the City's participation in the New Hampshire Drug Task Force. This authority was given during an official meeting of the City Council of Keene on the following date: August 3, 2017. I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of Keene on this the 25th date of August 2017.



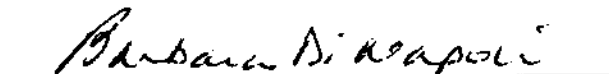
Patricia A. Little  
City Clerk

Seal

### NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the State of New Hampshire, County of Cheshire, upon this date August 25, 2017, appeared before me, Barbara DiNapoli, the undersigned officer, personally appeared Patricia A. Little, who acknowledged herself to be the City Clerk of the City of Keene, New Hampshire, and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing herself in the name of the City of Keene, New Hampshire.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Signature of Notary Public or ~~Justice of the Peace~~

BARBARA DINAPOLI, Notary Public  
My Commission Expires October 21, 2020

\_\_\_\_\_  
Name of Notary Public or ~~Justice of the Peace~~

\_\_\_\_\_  
Date of Expiration of Commission



## 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.

|   |  |                       |   |  |
|---|--|-----------------------|---|--|
| Participating Member:<br>City of Keene<br>3 Washington Street<br>Keene, NH 03431-3191 |  | Member Number:<br>210 | Company Affording Coverage:<br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|---|--|-----------------------|---|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, if Not            |              |
|--|--------------------------------|---------------------------------|---|--------------|
| <input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2017                       | 7/1/2018                        | Each Occurrence   | \$ 5,000,000 |
|  |                                |                                 | General Aggregate   | \$ 5,000,000 |
|  |                                |                                 | Fire Damage (Any one fire)                                |              |
|  |                                |                                 | Med Exp (Any one person)                                  |              |
| <input type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto  |                                |                                 | Combined Single Limit (Each Accident)                     |              |
|  |                                |                                 | Aggregate   |              |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 1/1/2017                       | 1/1/2018                        | <input checked="" type="checkbox"/> Statutory             |              |
|  |                                |                                 | Each Accident   | \$2,000,000  |
|  |                                |                                 | Disease - Each Employee                                   | \$2,000,000  |
|  |                                |                                 | Disease - Policy Limit                                    |              |
| <input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated) |              |

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

|   |                                 |                   |  |
|---|---------------------------------|-------------------|--|
| <b>CERTIFICATE HOLDER:</b><br><br>State of New Hampshire<br>Department of Justice<br>33 Capitol St<br>Concord, NH 03301 | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b><br><br>By: <i>Tammy Davis</i><br><br>Date: 8/18/2017    tdenver@nhprimex.org<br><br>Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |
|---|---------------------------------|-------------------|--|

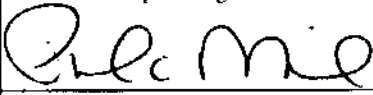



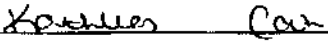
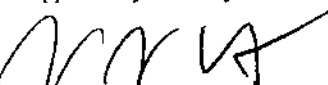


## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

|   |   |  |  |
|---|---|--|--|
| 1.1. State Agency Name<br><b>New Hampshire Department of Justice</b>  |   | 1.2. State Agency Address<br><b>33 Capitol Street, Concord, NH 03301</b>                           |  |
| 1.3. Subrecipient Name<br><b>Lebanon Police Department</b>  |   | 1.4. Subrecipient Address<br><b>36 Poverty Lane, Lebanon, NH 03766</b>                             |  |
| 1.5 Subrecipient Phone #<br><b>603-448-1212</b>   | 1.6. Account Number<br><b>CO-20-20-200510-2905</b><br><b>108-500731</b> | 1.7. Completion Date<br><b>6/30/2019</b>   | 1.8. Grant Limitation<br>\$ <b>80,000.00</b> |
| 1.9. Grant Officer for State Agency<br><b>Kathleen Carr</b>   |   | 1.10. State Agency Telephone Number<br><b>603-271-1234</b>   |  |
| "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. Subrecipient Signature 1<br>   |   | 1.12. Name & Title of Subrecipient Signor 1<br><b>Paula Maville</b><br><b>Interim City Manager</b> |  |
| Subrecipient Signature 2 If Applicable<br>   |   | Name & Title of Subrecipient Signor 2 If Applicable<br><b>Richard Melh</b> <b>Chief of Police</b>  |  |
| 1.13. Acknowledgment: State of New Hampshire, County of <b>Grafton</b><br>on <b>9/21/17</b> , 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<br>(Seal)   |   |  |  |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace   |   |                |  |
| 1.14. State Agency Signature(s)<br>  |   | 1.15. Name & Title of State Agency Signor(s)<br><b>Kathleen Carr, Director of Admin.</b>           |  |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)<br>By:  Assistant Attorney General, On: <b>10/4/2017</b>   |   |  |  |
| 1.17. Approval by Governor and Council (if applicable)<br>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"), 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS  
In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished
- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
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 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

*PM* *Sh*  
9/21/17

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

AM for  
9/21/17

## EXHIBIT A

### -SCOPE OF SERVICES-

1. The Lebanon Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to the Attorney General's Drug Task Force in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-7820 or Johanna.Houman@doj.nh.gov.

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from Governor and Council approval through 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from 7/1/18 through 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.

AM R

9/21/17

## **BYRNE JAG GRANT PROGRAM GUIDELINES AND CONDITIONS**

**(Page One of Four)**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program, if funded by the Byrne JAG funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Byrne Justice Assistance Program pursuant to Title I of the Omnibus Crime Control and Safe Street Act of 1968, 42 U.S.C. 3711 et. seq.
2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".
3. The subgrantee agrees to implement this project within sixty (60) days following the grant award date or provide a letter outlining reasons for the delay. Grant programs not started within (90) days of the original grant award date must provide a reason for the delay and are subject to automatic cancellation of the grant. Evidence of project implementation must be outlined in the first quarterly federal expenditure report.
4. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that Byrne JAG grant funds and accompanying state funds will be expended only for purposes and activities covered by the subgrantees approved application.
5. The subgrantee agrees to provide information on the program supported with the Byrne JAG grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit and to retain grant-related documentation for a period of at least three (3) years after the close of the federal grant award period.
6. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Byrne JAG program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.

Initials: DM R

Date: 9/21/17

7. The subgrantee agrees to maintain detailed time and attendance records for personnel positions partially funded with Byrne JAG grant funds. The subgrantee agrees to maintain payroll records and to complete semi-annual certifications, in a form approved by the NH Department of Justice, for any personnel positions fully funded with Byrne JAG grant funds.

8. The subgrantee agrees that all Byrne JAG grant funds will be expended on Byrne JAG allowable activities. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant start and ending dates, which were set forth in the grantee's application.

9. Equipment purchased with Byrne JAG grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Byrne JAG grant funds.

10. The subgrantee agrees that the title to any equipment purchased with Byrne JAG funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for criminal justice purposes for which it was acquired.

11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Executive Order 13279 (Equal Protection of the laws for Faith-based and Community Organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39, and Department of Justice Equal Treatment Regulations, 28 CFR Part 38.

13. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html) and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Initials: AM SR  
Date: 9/01/17



14. If required, within 30 days from the date of the award, the subgrantee will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7<sup>th</sup> Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. Additional information on EEOP requirements may be found here: [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

15. The subgrantee must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral interpretation and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

16. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

17. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

18. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

19. Repayment of this grant may be required if the subgrantee receives a state or federal forfeiture, which exceeds the amount of the grant award.

20. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs and will prohibit texting while driving

Initials: PM R  
Date: 9/21/17

for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

21. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs and administered through the New Hampshire Department of Justice."

22. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

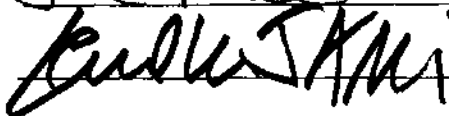
23. The subgrantee agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not be perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

Head of Agency



Date: 9/01/17

Financial Officer



Date: 9-21-17

Initials: AM Le

Date: 9/21/17

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

Paula Maville, Interim City Manager  
Name and Title of Head of Agency

[Signature] 9/21/17  
Signature Date

City of Lebanon, 51 N. Park Street, Lebanon  
Name and Address of Agency  
NH 03766

Initials: PM

Date: 9/21/17

## BYRNE JAG SUBGRANT INFORMATION SHEET

### I. Financial Issues

#### A. Cost Allowability

- Only those program activities stated in the approved application are allowable as Federal expenses against the grant
- All grant funds must be expended or obligated (via purchase order, contract, etc.) no later than the Grant End Date. Grant funds that have been obligated but not expended by the Grant End Date must be expended by the agency and reimbursed by our office no later than 45 days after the Grant End Date.
- Supplanting (replacing local funds with Federal funds) is not allowable.
- Byrne JAG funds must represent new, additional funding beyond your agency's budget for the additional grant-funded project activities you are proposing.

#### B. Grant Adjustments

- Any budgetary or goals/objectives changes to the program as outlined in the approved application must have prior written approval via a Grant Adjustment. Requests for grant adjustments may be made via letter or e-mail to your program manager. Please be specific about the proposed changes.

#### C. Summary of Expenditures Report

- Grant payment is done on a reimbursement basis only via the Summary of Expenditures Report.
- The preferred method is the use of an MS Excel based Summary of Expenditures report document.
- Quarterly Filing (by calendar quarters) is REQUIRED. Monthly filing is allowed.
- Quarterly Filing is due by 15th of the month following the end of the quarter. If you don't file within 30 days your grant is considered out of compliance.
- You must file even if you are claiming zero expenses.
- Two signatures are required on the Summary of Expenditures Form.
- Federal and match (if applicable) expenditures must be documented in your files.
- Documentation for expenses does not need to be included with filing, however all documentation must be retained for a period of at least three years from the final end date of the grant.
- Program income must be included on each expenditure report, showing both earned and expended program income.
- A copy of the Detail Transaction Register covering the reporting period shall accompany each expenditure report.

#### D. Annual Audit

- Your city/town/organization is required to send us a copy of any yearly audits complete along with any management letters.

Initials: PM fr  
Date: 9/20/17

## **II. Programmatic Issues**

### **A. Annual Site Monitoring Visit**

- Each Byrne JAG subgrantee will receive a monitoring visit once a year, for most programs, which will be scheduled for a mutually convenient date and time. That site monitoring visit may be conducted either on-site or using an off-site monitoring document.

### **B. Quarterly Performance Report**

- Quarterly Progress Reporting is required. Reporting is required through the federal BJA Performance Management Tools Site within 20 days following the end of each reporting quarter, December, April, June and September.
- An additional narrative is required to be emailed to your program manager. Reports will cover activities accomplished during previous periods as well as the specific requirements of the federal report.

Initials: PM fu  
Date: 9/21/17

# City Clerk's Office

51 North Park Street  
Lebanon, NH 03766



# City of Lebanon

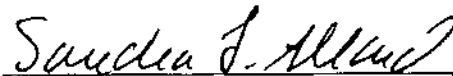
New Hampshire

## CERTIFICATE OF VOTE AUTHORIZATION

I, Sandra L. Allard, City Clerk of the City of Lebanon do hereby certify that:

1. I am the duly appointed City Clerk of the City of Lebanon, New Hampshire;
2. The City of Lebanon, NH, per vote of the Lebanon City Council on June 6, 2001 for the adoption of Grants Policy #01-01-C, has authorized the City Manger to execute any documents necessary for this grant agreement;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
4. Paula Maville is the current duly appointed Interim City Manager of the City of Lebanon, NH.

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Lebanon, New Hampshire this 21st of September, 2017.

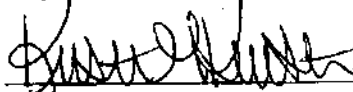


Sandra L. Allard, Lebanon City Clerk

State of New Hampshire  
County of Grafton

On this 21st day of September, 2017, before me Kristin Kenniston, the undersigned officer, personally appeared Sandra L. Allard who acknowledged herself to be the City Clerk of the City of Lebanon, being authorized so to do, executed the following instrument for the purposes therein contained.

In witness whereof, I have set my hand and official seal.



Justice of the Peace/Notary Public

Commission Expiration Date: March 20, 2018



KRISTIN M. KENNISTON  
Notary Public - New Hampshire  
My Commission Expires March 20, 2018



## 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><br>City of Lebanon<br>51 North Park Street<br>Lebanon, NH 03766 |  | <b>Member Number:</b><br>217 | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|--|--|------------------------------|--|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not            |              |
|--|--------------------------------|---------------------------------|---|--------------|
| <input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b><br><input type="checkbox"/> <b>Professional Liability (describe)</b><br><div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><input type="checkbox"/> Claims Made</span> <span><input type="checkbox"/> Occurrence</span> </div> | 7/1/2017                       | 7/1/2018                        | Each Occurrence   | \$ 5,000,000 |
|  |                                |                                 | General Aggregate   | \$ 5,000,000 |
|  |                                |                                 | Fire Damage (Any one fire)                                |              |
|  |                                |                                 | Med Exp (Any one person)                                  |              |
| <input type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll:<br><div style="border: 1px solid black; padding: 2px; margin-top: 5px; display: inline-block;">Any auto</div>   |                                |                                 | Combined Single Limit<br>(Each Accident)                  |              |
|  |                                |                                 | Aggregate   |              |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 7/1/2017                       | 7/1/2018                        | <input checked="" type="checkbox"/> Statutory             |              |
|  |                                |                                 | Each Accident   | \$2,000,000  |
|  |                                |                                 | Disease - Each Employee                                   | \$2,000,000  |
|  |                                |                                 | Disease - Policy Limit                                    |              |
| <input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated) |              |

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

|   |                                 |                   |   |
|---|---------------------------------|-------------------|---|
| <b>CERTIFICATE HOLDER:</b><br><br>State of New Hampshire<br>Department of Justice<br>33 Capitol St<br>Concord, NH 03301 | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b><br><br><b>By:</b> <i>Tammy Denver</i><br><br><b>Date:</b> 7/25/2017    tdenver@nhprimex.org<br><br>Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |
|---|---------------------------------|-------------------|---|

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

|  |   |  |  |
|--|---|--|--|
| 1.1. State Agency Name<br><b>New Hampshire Department of Justice</b>   |   | 1.2. State Agency Address<br><b>33 Capitol Street, Concord, NH 03301</b>                           |  |
| 1.3. Subrecipient Name<br><b>Grafton County Sheriff's Department</b>   |   | 1.4. Subrecipient Address<br><b>3785 Dartmouth Coll Hwy N. Haverhill, NH 03774</b>                 |  |
| 1.5 Subrecipient Phone #<br><b>603-787-2111 x104<br/>5001</b>  | 1.6. Account Number<br><b>02-20-20-200510 -<br/>2005-102-800731</b> | 1.7. Completion Date<br><b>6/30/2019</b>   | 1.8. Grant Limitation<br><b>\$ 80,000.00</b> |
| 1.9. Grant Officer for State Agency<br><b>Kathleen Carr</b>  |   | 1.10. State Agency Telephone Number<br><b>603-271-1234</b>   |  |
| "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. Subrecipient Signature 1<br><br><b><i>D. R. Dutile</i></b>   |   | 1.12. Name & Title of Subrecipient Signor 1<br><br><b>Douglas R. Dutile      High Sheriff</b>      |  |
| Subrecipient Signature 2 If Applicable   |   | Name & Title of Subrecipient Signor 2 If Applicable  |  |
| 1.13. Acknowledgment: State of New Hampshire, County of <b>Grafton</b><br>on <b>9/5/17</b> 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<br><br><b><i>Sabrah Stephens</i></b> My comm. exp. 10/3/17<br>(Seal)  |   |  |  |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace<br><br><b><i>Sabrah K. Stephens - NH Justice of the Peace</i></b>  |   |  |  |
| 1.14. State Agency Signature(s)<br><br><b><i>Kathleen Carr</i></b>   |   | 1.15. Name & Title of State Agency Signor(s)<br><br><b><i>Kathleen Carr ; Director of Adm.</i></b> |  |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)<br><br>By: <b><i>[Signature]</i></b> Assistant Attorney General, On: <b>10/17/2017</b>   |   |  |  |
| 1.17. Approval by Governor and Council (if applicable)<br><br>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"), 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT/ LIMITATION ON AMOUNT/ VOUCHERS/ PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80.7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA/RETENTION OF DATA/ ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT/ REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. Failure to submit any report required hereunder; or
- 11.1.3. Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2. Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3. Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the 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. **INSURANCE AND BOND.**

- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and

- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## **EXHIBIT A**

### **-SCOPE OF SERVICES-**

1. The Grafton County Sheriff's Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to the Attorney General's Drug Task Force in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-7820 or Johanna.Houman@doj.nh.gov.

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.
  - 3a. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from Governor and Council approval through 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
  - 3b. The Subrecipient shall be awarded an amount not to exceed \$40,000 of the total Grant Limitation from 7/1/18 through 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.

**BYRNE JAG GRANT PROGRAM GUIDELINES AND CONDITIONS**  
**(Page One of Four)**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program, if funded by the Byrne JAG funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Byrne Justice Assistance Program pursuant to Title I of the Omnibus Crime Control and Safe Street Act of 1968, 42 U.S.C. 3711 et. seq.
2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".
3. The subgrantee agrees to implement this project within sixty (60) days following the grant award date or provide a letter outlining reasons for the delay. Grant programs not started within (90) days of the original grant award date must provide a reason for the delay and are subject to automatic cancellation of the grant. Evidence of project implementation must be outlined in the first quarterly federal expenditure report.
4. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that Byrne JAG grant funds and accompanying state funds will be expended only for purposes and activities covered by the subgrantees approved application.
5. The subgrantee agrees to provide information on the program supported with the Byrne JAG grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit and to retain grant-related documentation for a period of at least three (3) years after the close of the federal grant award period.
6. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Byrne JAG program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.

7. The subgrantee agrees to maintain detailed time and attendance records for personnel positions partially funded with Byrne JAG grant funds. The subgrantee agrees to maintain payroll records and to complete semi-annual certifications, in a form approved by the NH Department of Justice, for any personnel positions fully funded with Byrne JAG grant funds.

8. The subgrantee agrees that all Byrne JAG grant funds will be expended on Byrne JAG allowable activities. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant start and ending dates, which were set forth in the grantee's application.

9. Equipment purchased with Byrne JAG grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Byrne JAG grant funds.

10. The subgrantee agrees that the title to any equipment purchased with Byrne JAG funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for criminal justice purposes for which it was acquired.

11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Executive Order 13279 (Equal Protection of the laws for Faith-based and Community Organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39, and Department of Justice Equal Treatment Regulations, 28 CFR Part 38.

13. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html) and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Initials: D. R. D.

Date: 09-05-17

14. If required, within 30 days from the date of the award, the subgrantee will submit for approval, an acceptable Equal Employment Opportunity Plan (EEO) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7<sup>th</sup> Street, NW, Washington, DC 20531. Failure to submit an approved EEO or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. Additional information on EEO requirements may be found here: [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

15. The subgrantee must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral interpretation and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

16. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

17. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

18. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

19. Repayment of this grant may be required if the subgrantee receives a state or federal forfeiture, which exceeds the amount of the grant award.

20. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs and will prohibit texting while driving



for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

21. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs and administered through the New Hampshire Department of Justice."

22. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

23. The subgrantee agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not be perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

Head of Agency O. R. Dutilleul Date: 09-05-17  
Financial Officer Julie L. Libby Date: 9/5/17

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

Sheriff Douglas R. Dutile                      High Sheriff  
Name and Title of Head of Agency  
D. R. Dutile                      09-05-17  
Signature                      Date  
GRAFTON COUNTY SHERIFF'S DEPT.  
3785 DARTMOUTH COLLEGE HWY BOX 6  
NORTH HAVERHILL, NH 03774  
Name and Address of Agency

## BYRNE JAG SUBGRANT INFORMATION SHEET

### I. Financial Issues

#### A. Cost Allowability

- Only those program activities stated in the approved application are allowable as Federal expenses against the grant
- All grant funds must be expended or obligated (via purchase order, contract, etc.) no later than the Grant End Date. Grant funds that have been obligated but not expended by the Grant End Date must be expended by the agency and reimbursed by our office no later than 45 days after the Grant End Date.
- Supplanting (replacing local funds with Federal funds) is not allowable.
- Byrne JAG funds must represent new, additional funding beyond your agency's budget for the additional grant-funded project activities you are proposing.

#### B. Grant Adjustments

- Any budgetary or goals/objectives changes to the program as outlined in the approved application must have prior written approval via a Grant Adjustment. Requests for grant adjustments may be made via letter or e-mail to your program manager. Please be specific about the proposed changes.

#### C. Summary of Expenditures Report

- Grant payment is done on a reimbursement basis only via the Summary of Expenditures Report.
- The preferred method is the use of an MS Excel based Summary of Expenditures report document.
- Quarterly Filing (by calendar quarters) is REQUIRED. Monthly filing is allowed.
- Quarterly Filing is due by 15th of the month following the end of the quarter. If you don't file within 30 days your grant is considered out of compliance.
- You must file even if you are claiming zero expenses.
- Two signatures are required on the Summary of Expenditures Form.
- Federal and match (if applicable) expenditures must be documented in your files.
- Documentation for expenses does not need to be included with filing, however all documentation must be retained for a period of at least three years from the final end date of the grant.
- Program income must be included on each expenditure report, showing both earned and expended program income.
- A copy of the Detail Transaction Register covering the reporting period shall accompany each expenditure report.

#### D. Annual Audit

- Your city/town/organization is required to send us a copy of any yearly audits complete along with any management letters.

## **II. Programmatic Issues**

### **A. Annual Site Monitoring Visit**

- Each Byrne JAG subgrantee will receive a monitoring visit once a year, for most programs, which will be scheduled for a mutually convenient date and time. That site monitoring visit may be conducted either on-site or using an off-site monitoring document.

### **B. Quarterly Performance Report**

- Quarterly Progress Reporting is required. Reporting is required through the federal BJA Performance Management Tools Site within 20 days following the end of each reporting quarter, December, April, June and September.
- An additional narrative is required to be emailed to your program manager. Reports will cover activities accomplished during previous periods as well as the specific requirements of the federal report.



# GRAFTON COUNTY COMMISSIONERS

603-787-6941  
603-787-2656 Fax

3855 Dartmouth College Highway Box 1  
North Haverhill, NH 03774

## CERTIFICATE OF AUTHORITY

I, Linda D Lauer, Chairman of the Grafton County Board of Commissioners do hereby certify that:

- (1) the Grafton County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Grafton County Board of Commissioners further authorizes the Grafton County Sheriff to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (4) The following now occupies the office indicated above:

Douglas R Dutile

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Grafton County Board of Commissioners this 5th day of September, 2017

Linda D. Lauer, Chairman  
Grafton County Commissioners

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

On this the 5th day of September, 2017, before me Julie Libby the undersigned officer, personally appeared Linda D Lauer who acknowledged their self to be the Chairman for the Grafton County, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.

Justice of the Peace/Notary Public  
Commission Expiration Date: 8/14/18

JULIE L. LIBBY, Notary Public  
My Commission Expires August 14, 2018



## COMMISSIONERS

Wendy A. Piper ★ P.O. Box 311 • Enfield, NH 03748 • (603) 632-7179  
Linda D. Lauer ★ P.O. Box 147 • Bath, NH 03740 • (603)-747-4001  
Omer C. Ahern Jr. ★ 97 Cummings Hill Road • Plymouth, NH 03264 • (603)-536-2224

# STATE OF NEW HAMPSHIRE

## Oath of Office - Certification

**COPY**

I, Douglas R. Dutile

of Haverhill, NH

do solemnly swear, that I will bear faith and true allegiance to the United States of America and the State of New Hampshire, and will support the constitutions thereof. So help me God.

Signature D. R. Dutile

I, Douglas R. Dutile

do solemnly and sincerely swear and affirm that I will faithfully and impartially discharge and perform all duties incumbent on me as:

Grafton County Sheriff

according to the best of my abilities, agreeably to the rules and regulations of this constitution and laws of the State of New Hampshire. So help me God.

Signature D. R. Dutile

Town/City: North Haverhill, New Hampshire

Date: January 4, 2017

### Certification

I, Hon. Lawrence A. MacLeod, Jr

hereby certify that I have administered the Oath of Office to the above named official on the date entered above. I will forthwith return this certification to the electing or appointing authority. (County Officials - Submit to the Secretary of State, State House, Room 204, Concord, New Hampshire 03301; Town Officials - Submit to the Town Clerk.)

Signature Lawrence A. MacLeod, Jr

Date Commission Expires:



## 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><br>Grafton County<br>3855 Dartmouth College Highway<br>Box #1<br>North Haverhill, NH 03774 |  | <b>Member Number:</b><br>603 | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |  |
|---|--|------------------------------|--|--|

| Type of Coverage   | Effective Date<br>(mm/dd/yyyy) | Expiration Date<br>(mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not            |              |
|--|--------------------------------|---------------------------------|---|--------------|
| <input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b><br><b>Professional Liability (describe)</b><br><input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2017                       | 7/1/2018                        | Each Occurrence   | \$ 5,000,000 |
|  |                                |                                 | General Aggregate   | \$ 5,000,000 |
|  |                                |                                 | Fire Damage (Any one fire)                                |              |
|  |                                |                                 | Med Exp (Any one person)                                  |              |
| <input type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll:<br><input type="checkbox"/> Any auto  |                                |                                 | Combined Single Limit<br>(Each Accident)                  |              |
|  |                                |                                 | Aggregate   |              |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 7/1/2017                       | 7/1/2018                        | <input checked="" type="checkbox"/> Statutory             |              |
|  |                                |                                 | Each Accident   | \$2,000,000  |
|  |                                |                                 | Disease - Each Employee                                   | \$2,000,000  |
|  |                                |                                 | Disease - Policy Limit                                    |              |
| <input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>  |                                |                                 | Blanket Limit, Replacement Cost (unless otherwise stated) |              |

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

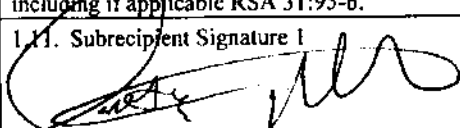
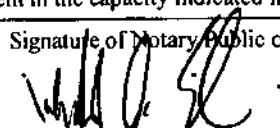
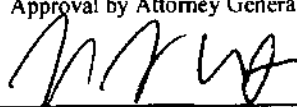
|   |                                 |                   |   |
|---|---------------------------------|-------------------|---|
| <b>CERTIFICATE HOLDER:</b>  | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>  |
| State of New Hampshire<br>Department of Justice<br>33 Capitol St<br>Concord, NH 03301 |                                 |                   | By: <i>Tammy Denver</i>   |
|   |                                 |                   | Date: 7/25/2017    tdenver@nhprimex.org   |
|   |                                 |                   | Please direct inquiries to:<br><b>Primex<sup>3</sup> Claims/Coverage Services</b><br>603-225-2841 phone<br>603-228-3833 fax |

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

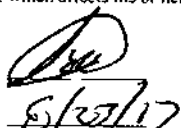
#### 1. Identification and Definitions.

|   |  |   |   |
|---|--|---|---|
| 1.1. State Agency Name<br><b>New Hampshire Department of Justice</b>  |  | 1.2. State Agency Address<br><b>33 Capitol Street, Concord, NH 03301</b>                |   |
| 1.3. Subrecipient Name<br><b>Merrimack County Sheriff's Department</b>  |  | 1.4. Subrecipient Address<br><b>333 Daniel Webster Hwy, Boscawen, NH 03303</b>          |   |
| 1.5 Subrecipient Phone #<br><b>603-796-6600</b>   | 1.6. Account Number<br><b>02-20-20-20550-2905-102-500731</b> | 1.7. Completion Date<br><b>6/30/2019</b>  | 1.8. Grant Limitation<br><b>\$ 160,000.00</b> |
| 1.9. Grant Officer for State Agency<br><b>Kathleen Carr</b>   |  | 1.10. State Agency Telephone Number<br><b>603-271-1234</b>                              |   |
| "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. Subrecipient Signature 1<br>   |  | 1.12. Name & Title of Subrecipient Signor 1<br><b>Scott E. Hilliard - Sheriff</b>       |   |
| Subrecipient Signature 2 <i>If Applicable</i>   |  | Name & Title of Subrecipient Signor 2 <i>If Applicable</i>                              |   |
| 1.13. Acknowledgment: State of New Hampshire, County of _____, 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/it executed this document in the capacity indicated in block 1.12. |  |   |   |
| 1.13.1. Signature of Notary Public or Justice of the Peace<br><br>(Seal)   |  |   |   |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace<br><b>Wyatt J. Sinclair - Justice of the Peace</b>  |  |   |   |
| 1.14. State Agency Signature(s)<br><b>Kathleen Carr</b>   |  | 1.15. Name & Title of State Agency Signor(s)<br><b>Kathleen Carr, Director of Admin</b> |   |
| 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)<br>By:  Assistant Attorney General, On: <b>10/4/2017</b>   |  |   |   |
| 1.17. Approval by Governor and Council (if applicable)<br>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"), 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT.
- 5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1 Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2 Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. PERSONNEL.
- 8.1 The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2 The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2 Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OF 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 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. **INSURANCE AND BOND.**

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident, and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

  
8/23/17

## **EXHIBIT A**

### **-SCOPE OF SERVICES-**

1. The Merrimack County Sheriff's Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to the Attorney General's Drug Task Force in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
6. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-7820 or Johanna.Houman@doj.nh.gov.

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.


3a. The Subrecipient shall be awarded an amount not to exceed \$80,000 of the total Grant Limitation from Governor and Council approval through 6/30/18, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. The Subrecipient shall be awarded an amount not to exceed \$80,000 of the total Grant Limitation from 7/1/18 through 6/30/19, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions as Appendix 1 which is subject to annual review.

  
8/23/17

## **BYRNE JAG GRANT PROGRAM GUIDELINES AND CONDITIONS**

**(Page One of Four)**

I, the below-named individual, on behalf of the below-named agency (hereinafter referred to as "subgrantee"), am legally authorized to submit and accept grants on behalf of the applicant agency, and hereby certify that the grant program, if funded by the Byrne JAG funds, will adhere to the following guidelines and conditions:

1. The subgrantee assures that it will comply with the regulations, policies, and guidelines to satisfy requirements of the Byrne Justice Assistance Program pursuant to Title I of the Omnibus Crime Control and Safe Street Act of 1968, 42 U.S.C. 3711 et. seq.

2. The subgrantee agrees to adhere to the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs "Financial Guide".

3. The subgrantee agrees to implement this project within sixty (60) days following the grant award date or provide a letter outlining reasons for the delay. Grant programs not started within (90) days of the original grant award date must provide a reason for the delay and are subject to automatic cancellation of the grant. Evidence of project implementation must be outlined in the first quarterly federal expenditure report.

4. The subgrantee assures that federal funds received for this grant program will not be used to supplant State and local funds that would otherwise be available for the program's purpose. The subgrantee further assures that Byrne JAG grant funds and accompanying state funds will be expended only for purposes and activities covered by the subgrantee's approved application.

5. The subgrantee agrees to provide information on the program supported with the Byrne JAG grant funds as requested by the United States Department of Justice and the New Hampshire Department of Justice, Grants Management Unit and to retain grant-related documentation for a period of at least three (3) years after the close of the federal grant award period.

6. The subgrantee authorizes representatives from the United States Department of Justice and the New Hampshire Department of Justice to access and examine all records, books, papers, and/or documents related to this Byrne JAG program. Further, the subgrantee agrees to submit to performance monitoring visits by the New Hampshire Department of Justice and/or the United States Department of Justice on a periodic basis.

Initials: 

Date: 8/23/17

7. The subgrantee agrees to maintain detailed time and attendance records for personnel positions partially funded with Byrne JAG grant funds. The subgrantee agrees to maintain payroll records and to complete semi-annual certifications, in a form approved by the NH Department of Justice, for any personnel positions fully funded with Byrne JAG grant funds.

8. The subgrantee agrees that all Byrne JAG grant funds will be expended on Byrne JAG allowable activities. The subgrantee must obtain prior written approval from the New Hampshire Department of Justice in order to make any changes in program activities, designs, budget plans or the grant start and ending dates, which were set forth in the grantee's application.

9. Equipment purchased with Byrne JAG grant funds shall be listed by the subgrantee on the agency inventory. The inventory must include the item description, serial number, cost, location, and percentage of federal Byrne JAG grant funds.

10. The subgrantee agrees that the title to any equipment purchased with Byrne JAG funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for criminal justice purposes for which it was acquired.

11. The subgrantee and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Executive Order 13279 (Equal Protection of the laws for Faith-based and Community Organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discriminations, 28 CFR Part 35 and Part 39, and Department of Justice Equal Treatment Regulations, 28 CFR Part 38.

13. The subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the subgrantee on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7<sup>th</sup> Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html) and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Initials: 

Date: 8/2/17

14. If required, within 30 days from the date of the award, the subgrantee will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7<sup>th</sup> Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the subgrantee is in compliance. Additional information on EEOP requirements may be found here: [http://doj.nh.gov/grants/civil\\_rights.html](http://doj.nh.gov/grants/civil_rights.html).

15. The subgrantee must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral interpretation and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

16. The subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the subgrantee to verify that persons employed by the subgrantee are eligible to work in the United States.

17. The subgrantee assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

18. Grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

19. Repayment of this grant may be required if the subgrantee receives a state or federal forfeiture, which exceeds the amount of the grant award.

20. Pursuant to 23 USC §§402, 403 and 29 USC §668, the subgrantee agrees to encourage on-the-job seat belt policies and programs and will prohibit texting while driving

Initials: 

Date: 8/23/17



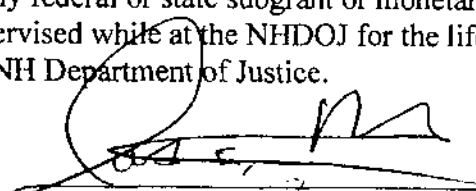
for their employees and contractors when operating company-owned, rented, or personally owned vehicles.

21. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs and administered through the New Hampshire Department of Justice."

22. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by Grant No. 2014-DJ-BX-0750 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

23. The subgrantee agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not be perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH Department of Justice.

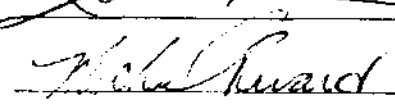
Head of Agency



Date:

8/23/17

Financial Officer



Date:

9/8/17

Initials



Date:

8/20/17

DEPARTMENT OF JUSTICE  
STATE OF NEW HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no recipient of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

If you are unable to sign this certification, you must attach an explanation to this certification.

Scott E. Howard Sheriff  
Name and Title of Head of Agency

[Signature] 8/23/17  
Signature Date

Merrimack County Sheriff 333 Daniel Webster Hwy Portsmouth 03303  
Name and Address of Agency

Initials: [Signature]  
Date: 8/23/17

## BYRNE JAG SUBGRANT INFORMATION SHEET

### I. Financial Issues

#### A. Cost Allowability

- Only those program activities stated in the approved application are allowable as Federal expenses against the grant
- All grant funds must be expended or obligated (via purchase order, contract, etc.) no later than the Grant End Date. Grant funds that have been obligated but not expended by the Grant End Date must be expended by the agency and reimbursed by our office no later than 45 days after the Grant End Date.
- Supplanting (replacing local funds with Federal funds) is not allowable.
- Byrne JAG funds must represent new, additional funding beyond your agency's budget for the additional grant-funded project activities you are proposing.

#### B. Grant Adjustments

- Any budgetary or goals/objectives changes to the program as outlined in the approved application must have prior written approval via a Grant Adjustment. Requests for grant adjustments may be made via letter or e-mail to your program manager. Please be specific about the proposed changes.

#### C. Summary of Expenditures Report

- Grant payment is done on a reimbursement basis only via the Summary of Expenditures Report.
- The preferred method is the use of an MS Excel based Summary of Expenditures report document.
- Quarterly Filing (by calendar quarters) is REQUIRED. Monthly filing is allowed.
- Quarterly Filing is due by 15th of the month following the end of the quarter. If you don't file within 30 days your grant is considered out of compliance.
- You must file even if you are claiming zero expenses.
- Two signatures are required on the Summary of Expenditures Form.
- Federal and match (if applicable) expenditures must be documented in your files.
- Documentation for expenses does not need to be included with filing, however all documentation must be retained for a period of at least three years from the final end date of the grant.
- Program income must be included on each expenditure report, showing both earned and expended program income.
- A copy of the Detail Transaction Register covering the reporting period shall accompany each expenditure report.

#### D. Annual Audit

- Your city/town/organization is required to send us a copy of any yearly audits complete along with any management letters.

Initials: 

Date: 8/27/17

## **II. Programmatic Issues**

### **A. Annual Site Monitoring Visit**

- Each Byrne JAG subgrantee will receive a monitoring visit once a year, for most programs, which will be scheduled for a mutually convenient date and time. That site monitoring visit may be conducted either on-site or using an off-site monitoring document.

### **B. Quarterly Performance Report**

- Quarterly Progress Reporting is required. Reporting is required through the federal BJA Performance Management Tools Site within 20 days following the end of each reporting quarter, December, April, June and September.
- An additional narrative is required to be emailed to your program manager. Reports will cover activities accomplished during previous periods as well as the specific requirements of the federal report.

Initials: 

Date: 8/23/17

## CERTIFICATE OF AUTHORITY

I, Tara Reardon, chairwoman of the Merrimack County Board of Commissioners, do hereby certify that:

- (1) The Merrimack County Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Department of Justice;
- (2) The Merrimack County Board of Commissioners further authorizes the Chairwoman of the Board to execute any documents which may be necessary for this contract;
- (3) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; an
- (4) The Following now occupies the office indicated above:

Tara Reardon

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairwoman this 20<sup>th</sup> day of Sept, 2017




Tara Reardon, Chairwoman  
Merrimack County Board of Commissioners

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this the 20 day of SEPT. 2017 (~~month and year~~), before me TARA REARDON, the undersigned officer, personally appeared who acknowledged their self to be the chairwoman for the Merrimack County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.



~~Justice of the Peace~~ / Notary Public  
Commission Expiration Date:  
KELLI M. CICIRELLI, Notary Public  
My Commission Expires October 2, 2018



## 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><br>Merrimack County<br>333 Daniel Webster Highway<br>Suite 2<br>Boscawen, NH 03303 |  | <b>Member Number:</b><br>604 | <b>Company Affording Coverage:</b><br>NH Public Risk Management Exchange - Primex <sup>3</sup><br>Bow Brook Place<br>46 Donovan Street<br>Concord, NH 03301-2624 |
|---|--|------------------------------|--|

| Type of Coverage   | Effective Date<br>(month/day/year) | Expiration Date<br>(month/day/year) | Limits - NH Statutory Limits May Apply, If Not:           |                     |
|--|------------------------------------|-------------------------------------|---|---------------------|
| <input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b><br><input checked="" type="checkbox"/> <b>Professional Liability (describe)</b><br><div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made           <input type="checkbox"/> Occurrence         </div> | 1/1/2017                           | 1/1/2018                            | Each Occurrence   | \$ 5,000,000        |
|  |                                    |                                     | General Aggregate   | \$ 5,000,000        |
|  |                                    |                                     | Fire Damage (Any one fire)                                |                     |
|  |                                    |                                     | Med Exp (Any one person)                                  |                     |
| <input checked="" type="checkbox"/> <b>Automobile Liability</b><br>Deductible    Comp and Coll: \$1,000<br><div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Any auto</div>   | 1/1/2017                           | 1/1/2018                            | Combined Single Limit (Each Accident)                     | \$5,000,000         |
|  |                                    |                                     | Aggregate   | \$5,000,000         |
| <input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>  | 1/1/2017                           | 1/1/2018                            | <input checked="" type="checkbox"/> Statutory             |                     |
|  |                                    |                                     | Each Accident   | \$2,000,000         |
|  |                                    |                                     | Disease - Each Employee                                   | \$2,000,000         |
|  |                                    |                                     | Disease - Policy Limit                                    |                     |
| <input checked="" type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>   | 1/1/2017                           | 1/1/2018                            | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: \$1,000 |

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

|   |                                 |                   |   |
|---|---------------------------------|-------------------|---|
| <b>CERTIFICATE HOLDER:</b><br><br>Merrimack County<br>333 Daniel Webster Highway<br>Suite 2<br>Boscawen, NH 03303 | <b>Additional Covered Party</b> | <b>Loss Payee</b> | <b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b><br><br><b>By:</b> <i>Tammy Dumas</i><br><br><b>Date:</b> 8/17/2017 <a href="mailto:tdumas@nhprimex.org">tdumas@nhprimex.org</a><br><br>Please direct inquiries to:<br>Primex <sup>3</sup> Claims/Coverage Services<br>803-225-2841 phone<br>803-225-3833 fax |
|---|---------------------------------|-------------------|---|