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# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

April 9, 2014

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), requests authorization to amend the grant agreement (PO#1030079) for the City of Claremont [VC#177373-B001]. This amendment will extend the completion date only from May 31, 2014 to September 30, 2014. The grant was initially approved by the Governor and Council on June 5, 2013, Item #192. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was determined that the date extension will not affect Federal funding. Effective upon the Governor and Council's Office approval. Funding source: 100% Federal Funds.

### Explanation

The City of Claremont is requesting an amendment to extend the performance period for their communications tower and antenna grant project. The reason for this is due to extreme weather conditions that prevented site work from occurring over the winter months. Construction has resumed but is behind schedule and is not expected to be complete until July 2014. The extension request will ensure that the project can be completed within the performance period of the grant. It was agreed that a request for an extension to September 30, 2014 through the Governor and Executive Council would be the most expedient way for them to complete their project.

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

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

Emergency Management Performance Grant (EMPG) Program – CFDA #97.042  
Grant Agreement Amendment  
Extension of Performance Period

**City of Claremont (Grantee)**

It is hereby agreed that the grant agreement (PO# 1030079) approved by the Governor and Executive Council on June 5, 2013, Item #192, between the City of Claremont as “Grantee” and the Department of Safety, Division of Homeland Security & Emergency Management as “State” for a communications tower and antenna at the community’s Emergency Operations Center (EOC) is amended as follows:

1. GENERAL PROVISIONS, Section 1.6, Completion Date;

Change the project completion date from May 31, 2014 to September 30, 2014.

2. EXHIBIT A, Scope of Services, Number 2;

Delete item two (2) in its entirety and replace with:

“The Grantee” agrees that the project grant period ends September 30, 2014 and that a final performance and expenditure report will be sent to “the State” by October 31, 2014.

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on June 5, 2013 shall remain in full force and effect.

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

**City of Claremont (Grantee)**

By (signature): Guy A. Santagate

Print Name: Guy A. Santagate

Title: City Manager

Grantee Initials GS  
Date 4/14/14

State of: New Hampshire

County of: Sullivan

Upon this date: April 14, 2014, before me, Dorée M. Russell,  
*(print name of notary/justice of the peace)*

the undersigned officer, personally appeared *(print name(s) of individual(s) on 1<sup>st</sup> page)*  
Guy A. Santagate known to me (or satisfactorily proven) to be the person(s)  
whose name is subscribed to the within instrument and acknowledged that he/she executed the same  
for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

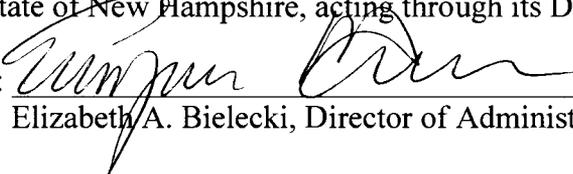
Dorée M. Russell  
Signature of Notary Public/Justice of the Peace

*(Seal)*

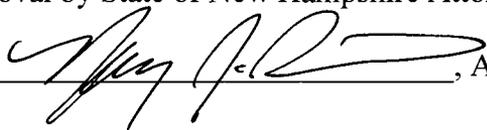
**DOREE M. RUSSELL, Notary Public**  
**My Commission Expires October 6, 2015**

Commission Expiration

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

By (signature):   
Elizabeth A. Bielecki, Director of Administration

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

By: , Assistant Attorney General, on 4/28/2014.

Approval by State of New Hampshire Governor and Executive Council:

By: \_\_\_\_\_, on \_\_\_\_\_.

Grantee Initials AS  
Date 4/14/14



**RESOLUTION 2013 - 11**

**New Hampshire Department of Safety, Division of Homeland Security  
and Emergency Management Grant**

**BE IT RESOLVED** by the Claremont City Council, after a public hearing duly noticed, that:

**WHEREAS** the City of Claremont has been awarded a grant from the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management (the "State") for the purchase and installation of an air fiber communications system between the CSB Community Center and the City Hall complex in the amount of \$61,782.00; and

**WHEREAS** the City would like to accept and expend the grant funds for their intended purpose;

**NOW THEREFORE BE IT RESOLVED** that the City Council hereby authorizes the City Manager or his designees to undertake all actions and execute all documents as may be required to accept the grant funds and to implement the funded project in an amount not to exceed the grant award as stated above; and

**BE IT FURTHER RESOLVED** to raise and appropriate the sum of \$61,782.00 for the purpose of purchasing and installing an air fiber communications system between the CSB Community Center and the City Hall complex (to have no impact on the tax rate); and

**BE IT FURTHER RESOLVED** that the City Manager or his designees are hereby authorized to undertake all actions as may be required to implement this resolution. *(2/3 Vote Required)*

Dated this 10<sup>th</sup> day of April, 2013, the City of Claremont, County of Sullivan, State of New Hampshire.

AYES	<u>8</u>	ABSENT	<u>1</u>
NAYS	<u>0</u>	ABSTAIN	<u>0</u>

**CERTIFICATION**

I, Dorée Russell, the undersigned officer, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Claremont, New Hampshire, at a meeting, duly noticed, and held on April 10, 2013.

Dorée Russell  
Dorée Russell, Clerk to the Council



## CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Primex <sup>3</sup> Members as per attached Schedule of Members Property & Liability Program				NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
	<b>General Liability (Occurrence Form)</b>	1/1/2014	1/1/2015	Each Occurrence	\$ 5,000,000
	<b>Professional Liability (describe)</b>			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
	<b>Automobile Liability</b> Deductible    Comp and Coll:  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
<b>Description:</b> Proof of Primex coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
NH Dept of Safety Hazen Dr Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 1/2/2014    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-0650 fax

**Member**

**Member Number**

Bay Sewage District	558
Belknap County	607
Cheshire County	601
Cheshire County	601
→ City of Claremont ←	141
Merrimack County	604
NH Public Risk Management Exchange	573
Plainfield Village Water District	571
Rockingham County	609
Southern New Hampshire Planning Commission	525
Strafford County	605
Town of Bedford	116
Town of Croydon	148
Town of Dummer	158
Town of Exeter	170
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Hampton Falls	192
Town of Hollis	203
Town of Moultonborough	243
Town of Newfields	250
Town of Rindge	279
Town of Rye	284
Town of Stratham	301
Town of Tuftonboro	313
Town of Waterville Valley	518
Town of Weare	321



## CERTIFICATE OF COVERAGE

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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.

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<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Primex <sup>3</sup> Members as per attached Schedule of Members Property & Liability Program				NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits <i>When Applicable</i>	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence	
				General Aggregate	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto				Combined Single Limit (Each Accident)	
				Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>		1/1/2014	1/1/2015	<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)	Deductible:
<b>Description:</b> Proof of Primex coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety Hazen Dr Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 1/2/2014    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Risk Management Services</b> 603-225-2841 phone 603-228-0650 fax

## Member

## Member Number

Allenstown Sewer Commission	512
Barrington School District	838
Bay Sewage District	558
BCEP Solid Waste	510
Belknap County	607
Berlin Housing Authority	527
Bethlehem Village District	568
Campton Village Precinct	565
Campton-Thornton Fire Department	550
Capital Area Fire Compact	546
Carroll County	600
Cheshire County	601
- > City of Claremont <	141
City of Keene	210
City of Laconia	213
City of Portsmouth	275
Claremont Housing Authority	528
Clarksville School District	816
Colebrook School District	709
Columbia School District	818
Concord Housing Authority	522
Coos County	602
Derry Housing and Redevelopment Authority	530
Dover Housing Authority	551
Dunbarton School District	712
Emerald Lake Village	535
Exeter Housing Authority	503
Freedom School District	833
Goffstown School District	720
Goffstown Village Precinct	553
Governor Wentworth Regional School District	721
Greenville Estates Village District	556
Gunstock Mountain Resort	543
Hillsborough County	608
Hopkinton Village Precinct	554
Keene Housing	504
Laconia Housing Authority	555
Lamprey Regional Solid Waste	505
Lebanon Housing Authority	523
Littleton Water And Light	524
Madison School District	926
Manchester Housing Authority	520
Manchester Transit Authority	506
Merrimack County	604
Merrimack Village District	561
Milford Area Communications Center	545
Mountain Lakes District	534
Nashua Housing Authority	549
New Boston School District	740
New London/Springfield Water	539
Newfields Water & Sewer	560
NH Public Risk Management Exchange	573
North Haverhill Precinct	508
Oyster River Cooperative School District	769
Pembroke Water Works	532
Penacook Rescue Squad	531
Penacook-Boscawen Water	548
Pillsbury Lake District	540



# State of New Hampshire

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

RQ# 137280

JOHN J. BARTHELMES  
COMMISSIONER

May 2, 2013

B+C # 192

06-05-2013

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the City of Claremont (VC#177373-B001) for the installation of a free standing radio tower and a pair of air fiber antennas for a total amount of \$61,782.00. Effective upon Governor and Council approval through May 31, 2014. Funding source: 100% Federal Funds.

Funding is available in the SFY 2013 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EM128092			\$61,782.00

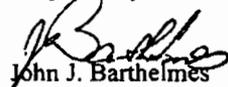
### Explanation

The purpose of this project is to provide the City of Claremont with a sound communications system in the community center that is now under construction, which will house the community's new Emergency Operations Center (EOC) as well as their emergency shelter facility. The equipment mentioned above will provide wireless communication of voice and data from/to the EOC to other emergency services locations as well as to the mobile EOC and its subordinate units. The system will provide voice over internet as well as a wireless connection to the city's server that carries both the fire and police databases which are necessary to manage emergency incident information. Another function of this communications network will allow for a line of data communication between the EOC and the cloud server that interfaces with the fire department's StreetWise CADlink® (tablet-based response software) program and the mobile tablets in responding apparatus. The grant listed above is funded from the FFY'12 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are sent out to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed and approved by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives. The criteria for approval are based on grant eligibility in accordance with FFY'12 grant guidance and the documented needs of the local jurisdictions; a copy of this guidance is attached.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the grantee. The grantee acknowledges their match obligation as part of Exhibit A to their grant agreement.

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

Respectfully submitted,

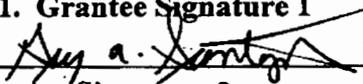
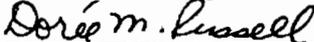
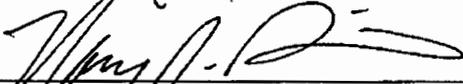
  
John J. Barthelmes  
Commissioner of Safety

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

### GENERAL PROVISIONS

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> City of Claremont (VC#177373-B001)		<b>1.4. Grantee Address</b> 58 Opera House Square, Claremont, NH 03743	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> May 31, 2014	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$ 61,782.00
<b>1.9. Grant Officer for State Agency</b> Cindy Richard		<b>1.10. State Agency Telephone Number</b> (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> x 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Guy A. Santagate, City Manager	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <i>Sullivan</i> , on <i>4/12/13</i> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<small>DOREE M. RUSSELL, Notary Public My Commission Expires October 6, 2015</small>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John T. Beardmore, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <i>5/17/2013</i>			
<b>1.17. Approval by Governor and Council</b> By: _____ On: <i>1/1</i>			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of 10. the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 8.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. 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 Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
  - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
  - 11.1.2 Failure to submit any report required hereunder; or
  - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
  - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
  - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damage the State suffers by reason of any Event of Default; and
  - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Claremont (hereinafter referred to as "the Grantee") \$61,782.00 for the installation of a free standing radio tower and a pair of air fiber antennas that will provide wireless communication of voice and data from/to the local Emergency Operations Center (EOC) to other emergency services locations as well as to the mobile EOC and its subordinate units.
2. "The Grantee" agrees that the project grant period ends May 31, 2014 and that a final performance and expenditure report will be sent to "the State" by June 30, 2014.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials

  
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Date 4-12-13

**EXHIBIT B**

Grant Amount and Method of Payment

1. **GRANT AMOUNT**

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$61,782.00	\$61,782.00	\$123,564.00
The Project Cost is 50% Federal Funds, 50% Applicant Share.			

2. **PAYMENT SCHEDULE**

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$61,782.00.
- b. "The Grantee" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting documentation, "the State" will forward the funds to "the Grantee". "The Grantee" shall expend the grant funds within 30 days. "The Grantee" will continue this process until they have drawn down the 50% match for their project.

Grantee Initials AA

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Date 4-12-13

**EXHIBIT C**

**Special Provisions**

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Grantee" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Grantee" must be expended within 30 days of receiving the advanced funds.
4. The "Grantee" agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period "the Grantee" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

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

Grantee Initials Des

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Date 4-12-13



**RESOLUTION 2013 - 11**

**New Hampshire Department of Safety, Division of Homeland Security  
and Emergency Management Grant**

**BE IT RESOLVED** by the Claremont City Council, after a public hearing duly noticed, that:

**WHEREAS** the City of Claremont has been awarded a grant from the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management (the "State") for the purchase and installation of an air fiber communications system between the CSB Community Center and the City Hall complex in the amount of \$61,782.00; and

**WHEREAS** the City would like to accept and expend the grant funds for their intended purpose;

**NOW THEREFORE BE IT RESOLVED** that the City Council hereby authorizes the City Manager or his designees to undertake all actions and execute all documents as may be required to accept the grant funds and to implement the funded project in an amount not to exceed the grant award as stated above; and

**BE IT FURTHER RESOLVED** to raise and appropriate the sum of \$61,782.00 for the purpose of purchasing and installing an air fiber communications system between the CSB Community Center and the City Hall complex (to have no impact on the tax rate); and

**BE IT FURTHER RESOLVED** that the City Manager or his designees are hereby authorized to undertake all actions as may be required to implement this resolution. *(2/3 Vote Required)*

Dated this 10<sup>th</sup> day of April, 2013, the City of Claremont, County of Sullivan, State of New Hampshire.

AYES	<u>8</u>	ABSENT	<u>1</u>
NAYS	<u>0</u>	ABSTAIN	<u>0</u>

**CERTIFICATION**

I, Dorée Russell, the undersigned officer, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Claremont, New Hampshire, at a meeting, duly noticed, and held on April 10, 2013.

Dorée Russell  
Dorée Russell, Clerk to the Council

Council Meeting  
April 10, 2013



Resolution 2013-11 to Accept and Expend \$61,782 EMPG Grant from Homeland Security & Emergency Management for Air Fiber Communications System – Public Hearing

Chief Bergeron said this is for a 100-foot tower with wireless communication equipment that will service between City Hall and CSBCC. It will provide communication in the event we have to open the EOC (Emergency Operation Center) at the CSBCC. After Council approval, this still has to be approved by FEMA in Boston.

Ms. Messier asked where the tower will be. Chief Bergeron said it is free-standing (with no guy wires) and will be by the CSBCC, where the new generator and the trail are. It is a line-of-sight communicator, so it has to be tall enough to reach over the trees.

Mr. Austin asked if it will have a light on top. Chief Bergeron said no. It has FAA (Federal Aviation Administration) approval that it won't interfere with air traffic.

**A motion was made by Mr. Koloski and seconded by Mr. Raymond to adopt Resolution 2013-11 to Accept and Expend \$61,782 EMPG Grant from Homeland Security & Emergency Management for Air Fiber Communications System.**

Mr. Koloski read the resolution into the record.

Mayor Neilsen opened the public hearing. No one spoke. He closed it.

**Roll call vote: motion carried 8-0.**

# TITLE I THE STATE AND ITS GOVERNMENT

## CHAPTER 21-P DEPARTMENT OF SAFETY

### Homeland Security and Emergency Management

#### Section 21-P: 43

**21-P: 43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans.** – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.