



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

June 25, 2020

His Excellency, Governor Christopher T. Sünunu 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 enter into a grant agreement with the Town of Hooksett (VC#177412-B002) to purchase and install access security to benefit the community's Emergency Operations Center (EOC) for a total amount of \$37,000.00. Effective upon Governor and Council approval through August 31, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 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: 23EMPG 2019

\$37,000.00

Explanation

This grant provides funds for the Town of Hooksett to purchase and install access security in the community's Emergency Operations Center (EOC) to protect all personnel. The grant listed above is funded from the FFY 2019 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 available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B 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.

Robert L. Quinn

Commissioner of Safety

GRANT AGREEMENT

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

GENERAL PROVISIONS 1. Identification and Definitions. 1.1. State Agency Name 1.2. State Agency Address NH Department of Safety, Homeland 33 Hazen Drive Security and Emergency Management Concord, NH 03305 1.3. Subrecipient Name 1.4. Subrecipient Tel. #/Address 603-485-8432 Town of Hooksett (VC#177412-B002) 35 Main Street Hooksett, NH 03106 1.5 Effective Date 1.8. Grant Limitation 1.6. Account Number 1.7. Completion Date \$37,000.00 Upon State Approval AU #80920000 August 31, 2021 1.9. Grant Officer for State Agency 1.10. State Agency Telephone Number Olivia Bourque, EMPG Program Coordinator (603) 223-3639 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 1.12. Name & Title of Subrecipient Signor 1 Andie L Convers Town allows whole Name & Title of Subrecipient Signor 2 Subrecipient Signature 2 Name & Title of Subrecipient Signor 3 Subrecipient Signature 3 1.13. Acknowledgment: State of New Hampshire, County of Merrima CK 6/8/20 before the undersigned officer, personally appeared the person identified in block 1.12., knowy, to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and 2013. And the control of Notary Public or Justice of the Peace And half by being that he'she executed this document in the capacity indicated in block 1.12. NAME & Title of Notary Public or Justice of the Peace Regina M. Howard JP <u>/û. 3. 2</u>633 HIME State Agoncy Signature(s) 1.15. Name & Title of State Agency Signor(s) On: 6 129 20 Steven R. Lavoie, Director of Administration 1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) Assistant Attorney General, On: 1 1010 1.17. Appropriat by Governor and Council (if applicable) By: On: 1 1

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 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 Hamoshire.
- 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 9.3, 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 9.4 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").
- GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS,
- 51 PAYMENT
 - The Grant Amount is identified and more particularly described in EXHIBIT
- 5.2 B, anached hereto
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT 8. 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.
- 5.4. required, or permitted, to be withheld pursuant to N.H. RSA 80.7 through 7-c. 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. If and the complete, compensation to the Subrecipient for the Project. The State 11.1.
- 5.5. shall have no liabilities to the Subrecipient other than the Grant Amount.

 Notwithstanding anything in this Agreement to the contrary, and 11 1.1 notwithstanding unexpected circumstances, in no event shall the total of all 11 1.2 payments authorized, or actually made, hereunder exceed the Grant limitation 11.1.3 set forth in block 1 8 of these general provisions.
 - COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.2. 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.
- 7.1 RECORDS and ACCOUNTS

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 11.2.2 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.

Between the Effective Date and the date three (3) years after the Completion 11.2.3 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 natters covered by this Agreement. As used in this paragraph, "Subrecipient" 12. 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
- 81 PERSONNEL

7 2.

The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in 12.2 the Project shall be qualified to perform such Project, and shall be properly

- 82. licensed and nuthorized to perform such Project under all applicable laws
 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 123, 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.

 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 12.4.
- Grant Officer, and his/her decision on any dispute, shall be final.
- 9.1. DATA: RETENTION OF DATA: ACCESS.

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

Subrecipient Initials: 1.)

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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 dots 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.
 - 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 appropriate funds. In the event of a reduction or tennination of those funds, the State shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
- EVENT OF DEFAULT: REMEDIES.

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- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinalter referred to as "Events of 11.1.1 Default"):
- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
 - 1.1.3 Failure to submit any report required hereunder; or
- 11.14 Failure to maintain, or permit access to, the records required hereunder; or
- 11.2. Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or
- 1.2.1 more, or all, of the following actions: 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 considered terminate this. A greenest effective (vo. (2))
- of Default is not timely remedied, terminate this Agreement, effective two (2)

 1.2.2 days after giving the Subrecipient notice of termination; and

 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 1.2.3 determines that the Subrecipient has cured the Event of Default shall never be
- paid to the Subrecipient; and

 11.2.4 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
 - Treat the agreement as breached and pursue any of its remedies at law of in equity, or both
 - TERMINATION.
- 21. 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.
- 1.2. 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.
- 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.
 - 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

Date: <u> 37 -)</u> (

- 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,
- SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee 18 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.
- ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, 19 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.
- INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold 16. 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 21 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 Norwithstanding 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 22. agreement.
- INSURANCE AND BOND.
- The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance.
- 17.1.1 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

- approval of the undertaking or carrying out of such Project, shall participate in 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hamps hire, 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
 - WAIVER OF BREACH. No failure by the State to emforce any provisions hercof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express walver 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. 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.
 - 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 A gency.
 - 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 intend of the parties hereto.
 - 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.
 - 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.
 - 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 Town of Hooksett (hereinafter referred to as "the Subrecipient") \$37,000.00 to purchase and install access security to benefit the community's Emergency Operations Center (EOC).
- 2. "The Subrecipient" agrees that the project grant period ends August 31, 2021 and that a final performance and expenditure report will be sent to "the State" by September 30, 2021.
- 3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
- 4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.)	2.)	3.)	Date: 5-27-20	Page 4 of 6
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EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant		
	Share	(Federal Funds)	Cost Totals	
Project Cost	\$37,000.00	\$37,000.00	\$74,000.00	
•	Project Cost is 50%	Federal Funds, 50% Appli	cant Share	
Awarding Agency:	Federal Emergency N	lanagement Agency (FEM.	A)	
			PG) EMB-2019-EP-00003-S01	
		(CFDA) Number: 97.042		
Applicant's Data Universal Numbering System (DUNS): 040229601				

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$37,000.00.
- b. "The State" shall reimburse up to \$37,000.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).
- c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2018, to the identified completion date (block 1.7).

Subrecipient Initials: 1.)	2.)	3.)	Date: <u>15.27-26</u> Page 5 of 6
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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 Subrecipient" 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 Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
- 4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

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Subrecipient Initials: 1.)	2.)	ز.ز	Date: 5-27-20
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Town Council

STAFF REPORT



To:

Town Council

Title:

Public hearing for the Town Council to accept the \$37,000.00 Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire-Rescue Department under RSA 31:95-b III (a); grant funds to

update the EOC Security System at the Hooksett Safety Center.

Meeting:

Town Council - 27 May 2020

Department:

Fire and Rescue

Staff Contact: James Burkush, Chief of Hooksett Fire&Rescue

BACKGROUND INFORMATION:

The EOC Security System at the Safety Center is failing and needs to be replaced. This system will integrate with the security system currently operating at the Police Department

FINANCIAL IMPACT:

EMPG match requirement fulfilled by renovations at Police Department. No Town funds required for the EOC.

POLICY IMPLICATIONS:

Due to connectivity requirements, may be sole source.

RECOMMENDATION:

Open public hearing, listen to public input, close public hearing, go to new business section of this agenda and discuss this item same night and vote.

SUGGESTED MOTION:

See new business item.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

EMPG-Public Hearing

Town of Hooksett Public Hearing Notice

The Hooksett Town Council will be holding a public hearing on Wednesday, May 27th @ 6:00pm at the Hooksett Town Hall chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept the \$37,000.00 from the Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire Rescue Department under RSA 31:95-b III (a). For documentation or questions, contact the Hooksett Fire Rescue Department at 603-623-7272.

Pursuant to the Governor's Emergency Order, the Town will be conducting meetings remotely until further notice. The Public will be able to telephonic access. The specific instructions for accessing this meeting (and any changes to Governor's Emergency Orders) are posted on the Town website, http://www.hooksett.org.

NEW BUSINESS

Town Council to accept the \$37,000.00 Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire-Rescue Department under RSA 31:95-b III (a); grant funds to update the EOC Security System at the Hooksett Safety Center.

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Chair Sullivan closed the Public Hearing on this item.

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J. Levesque motioned to waive Town Council Rules of Procedure and vote the same night as the public hearing and to accept the \$37,00.00 Emergency Management Performance Grant (EMPG) to the Town of Hooksett for the Hooksett Fire-Rescue Department under RSA 31:95-b, III (a). T. Tsantoulis seconded the motion.

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Roll Call Vote #8

- 17 J. Levesque Aye
- 18 R. Duhaime Not present
- 19 T. Tsantoulis Aye
- 20 A. Walczyk Aye
- 21 J. Durand Aye
- 22 C. Jones Not present
- 23 A. Comai Aye
- 24 C. Karolian Aye
- 25 J. Sullivan Aye
- 26 Voted unanimously in favor (7-0).



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	Member Number:			Company Alfording Coverage:		
Primex3 Members as per attached Sc Property & Liability Program	hedule of Members			Bow 46 D	Public Risk Management Ex Brook Place onovan Street cord, NH 03301-2624	cchange - Primex ³
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Limits	May Apply, If Not:
X General Liability (Occurrence Formula) Professional Liability (describ) Claims Made		71/1/2020	7/1/202	21	Each Occurrence General Aggregate Fire Damage (Any one fire)	\$ 5,000,000 \$ 5,000,000
					Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto					Combined Single Limit (Each Accident) Aggregate	
Workers' Compensation & Em	ployers' Liability				Statutory	
				-	Each Accident	
					Disease — Each Employee	
					Disease - Policy Limit	:
Property (Special Risk includes F	ire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member	r coverage only.	,				
CERTIFICATE HOLDER: Addi	tional Covered Party	Loss P	ayee	Prime	ex ³ – NH Public Risk Manage	ment Exchange
	<u> </u>		-	Ву:	Mary Beth Purcell	·
NH Dept of Safety			Į	Date:	6/23/2020 mpurcell@nh	primex.org
33 Hazen Dr. Concord, NH 03301					Please direct inquire Primex ³ Clalms/Coverag 603-225-2841 pho 603-228-3833 fa	e Services one

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CERTIFICATE OF COVERAGE

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

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

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

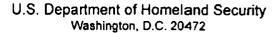
This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or after the coverage afforded by the coverage categories listed below.

rticipating Member: Member Number:			Company Affording Coverage:			
Workers' Compensation Program B		NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624				
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limi	rs - NH Statutory Limits	May Apply, If Not:
General Liability (Occurrence Form)				Eacl	Occurrence	
Professional Liability (describe)					eral Aggregate	
Claims Occurrence				Fire (ire)	Damage (Any one	
				Med	Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto				(Each	ibined Single Limit Accident)	
X Workers' Compensation & Employers' Liability	7/1/2020	7/1/20	21	х	Statutory	\$2,000,000
	17 172020	77 172021		Each	n Accident	\$2,000,000
			ļ		ase - Each Employee	
				Dise	ase — Policy Limit	
Property (Special Risk includes Fire and Theft)					ket Limit, Replacement (unless otherwise stated)	
Description: Proof of Primex Member coverage only.						
CONTINUE TO LOCATE LA LEGISTRA DE LA LEGISTRA DEL LA LEGISTRA DE LA LEGISTRA DEL LA LEGISTRA DE		D	D :	3	CUD. EP. D. CAA	
CERTIFICATE HOLDER: Additional Covered Part	y Loss	rayee .	Prime		IH Public Risk Manage	ment Exchange
			By:	m	ary Beth Purcell	
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date:		23/2020 mpurcell@nh Please direct inquire rimex ³ Claims/Coverag 603-225-2841 pho	es to: e Services

SAU 44 Office	804
SAU 46 Office	753
SAU 48 Office	754
SAU 50 Office	800
SAU 53 Office	755
SAU 55 Office	777
SAU 56 Office	794
SAU 58 Office	830
SAU 67 Office	869
SAU 70 Office	845
Seabrook Beach Village District	448
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Somersworth School District	784
Souhegan Cooperative School District	778
Souhegan Regional Landfill District	590
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Strafford School District	944
Stratford School District	832 821
Stratham School District Strong Foundations Charter School	1213
Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Amherst	106
Town of Barnstead	112
Town of Benton	121
Town of Bradford	124
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Columbia	144
Town of Danbury	150
Town of Derry	154
Town of Dorchester	155
Town of Enfield	166
Town of Fitzwilliam	172
Town of Grandhad	185
Town of Greenland	187 191
Town of Hampton Town of Hanover	194
Town of Haverhill	196
Town of Hebron	197
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hudson	206
Town of Landaff	215
Town of Lee	218
Town of Lisbon	221
Town of Londonderry	224
Town of Lyme	227
Town of Marlow	233
Town of Merrimack	236
Town of New Castle	248
Town of New Durham	249

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Jennifer Harper
NH Dept. of Safety, Div. of Homeland Security & Emergency Management
33 Hazen Drive
Concord, NH 03305 - 0011

Re: Grant No.EMB-2019-EP-00003

Dear Jennifer Harper:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2019 Emergency Management Performance Grants has been approved in the amount of \$3,486,269.00. As a condition of this award, you are required to contribute a cost match in the amount of \$3,486,269.00 of non-Federal funds, or 50.00 percent of the total approved project costs of \$6,972,538.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2019 Emergency Management Performance Grants Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.



PAUL FRANCIS FORD Regional Administrator