

46  
Jm



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

*Retroactive*

January 3, 2014

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

### Requested Action

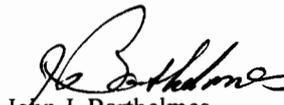
Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to **retroactively** amend the grant agreement (PO #1025738) with the Town of Woodstock (VC#177506-B001) Woodstock, NH. The grant was initially approved by the Governor and Council on September 19, 2012, Item #118. This amendment is to extend the period of performance from September 9, 2013 to September 9, 2014. No other provisions will be changed. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

### Explanation

This item is **retroactive** due to unanticipated delays in the processing of this grant amendment. After being notified by the Town of Woodstock that their contractor was unable to complete the local hazard mitigation plan project by September 9, 2013, the Division requested an extension of the FFY 2010 Pre-Disaster Mitigation Competitive (PDMC) grant's period of performance from FEMA. Once approved, HSEM worked with the Town to complete the necessary amendment. After the grant amendment had completed the preparation/approval process between HSEM and the Town, it was discovered that the amendment's extended completion date was incorrect. Upon this discovery, HSEM immediately corrected the date and returned the grant amendment for acceptance and approval per Woodstock's municipal process. A comprehensive internal review process has been established to ensure grant agreements are not only processed in a timely manner, but are 100% accurate.

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

Retroactive Grant Agreement Amendment  
Pre-Disaster Mitigation Competitive Grant CFDA # 97.047  
Period of Performance Extension

**Town of Woodstock (Sub-Grantee)**

It is hereby agreed that the initial Grant Agreement (PO#1052738), approved by the Governor and Executive Council on September 19, 2012, Item #118, between the Town of Woodstock as "Sub-Grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the update of the Local Hazard Mitigation Plan is retroactively amended as follows:

1. General Provisions, Section 1.6, Completion Date  
Delete in its entirety and replace with:  
September 9, 2014
2. Exhibit A, Scope of Services, Number 3  
Delete item three (3) in its entirety and replace with:  
The Town of Woodstock agrees that the project grant period ends September 9, 2014.
3. All other provisions of the Grant Agreement, approved by the Governor and Executive Council on September 19, 2012, shall remain in full force and effect.

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

**Town of Woodstock (Sub-grantee)**

By (signature): R. G. Rand

Print Name: R. Gil Rand

Title: Chairman, Selectman

By (signature): J. Fadden Jr.

Print Name: James Fadden Jr.

Title: Selectman

By (signature): Joel Bourassa

Print Name: Joel Bourassa

Title: Selectman

Grantee Initials R. JB  
Date 2/10/13

State of: New Hampshire County of: Grafton

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

Upon this date: December 10, 2013, before me (print full name of notary/ Justice of the

Peace) Judy L. Welch the undersigned officer, personally appeared R. Gil Rand  
James Fadden Jr. Joel Bourassa known to me (or  
satisfactory proven) to be the person(s) whose name is subscribed to the within instrument and  
acknowledged that he/she executed the same for the purposes therein contained.

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

Judy L. Welch  
Signature of Notary Public/Justice of the Peace  
(Seal)  
**JUDY L. WELCH, Notary Public**  
**My Commission Expires September 19, 2017**  
Commission Expiration

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

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

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

By: [Signature], Assistant Attorney General, on 1/24/2014.

Approval by State of New Hampshire Governor and Executive Council:

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

Grantee Initials GR  
Date 12/10/13



# FEMA

June 6, 2013

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

Subject: FY 2010 Pre-Disaster Mitigation – Competitive Grant Award (PDMC)  
Agreement #EMB-2010-PC-0005  
(PDMC-PL-01-MA-2010-007)

Dear Director Plummer:

This letter serves as official notification from FEMA that your request to extend the period of performance for the FY10 PDMC award, # EMB-2010-PC-0005, has been approved. The new period of performance is September 7, 2010 through September 9, 2014.

Please note that this extension is for projects previously identified and in progress and no new projects as part of this grant will be considered. Timely submission of financial status reports and performance reports, through E-grants are to be submitted through your extension period.

If you have any questions please feel free to contact me or Patrick Mooney, Grants Management Specialist, at 617-832-4798.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul F. Ford".

Paul F. Ford  
Acting Regional Administrator

PFF/pwm

cc: Beth Peck, NH HSEM  
Stephanie Leydon, FEMA R-1



U.S. Department of Homeland Security  
Grant Programs Directorate

**GRANT ADJUSTMENT NOTICE**

1. <b>GRANTEE NAME AND ADDRESS (Including Zip Code)</b> New Hampshire Department of Safety Homeland Security and Emergency Management 33 Hazen Drive Concord, NH 03305		3. <b>GRANT NUMBER</b> EMB-2010-PC-0005	
1A. <b>GRANTEE IRS/VENDOR NUMBER</b> 026000618		4. <b>ADJUSTMENT NUMBER</b> 1	
2. <b>PROJECT TITLE</b> FY 2010 PreDisaster Mitigation Grant		5. <b>DATE</b> 06/06/13	
		6. <b>GRANT MANAGER</b> Stephanie Leydon	

**SECTION I. DEOBLIGATIONS & REOBLIGATIONS**

7. <b>ACCOUNTING CLASSIFICATION CODE</b>		9. <b>PREVIOUS GRANT AWARD AMOUNT</b> \$ 751,965.95	
FISCAL YEAR	FUND CODE	BUD. ACT.	OFC. DIV.REG. SUB. MBO
DOCUMENT CONTROL NUMBER		10. <b>DEOBLIGATION AMOUNT</b> \$	
		11. <b>ADJUSTED AWARD AMOUNT</b> \$ 751,965.95	

**SECTION II. CHANGES**

12. <b>CHANGE GRANT MANAGER</b>	FROM: _____	TO: _____
13. <b>CHANGE GRANT PERIOD</b>	FROM: _____	TO: _____

**SECTION III. OTHER ADJUSTMENTS & INFORMATION**

14

This grant adjustment notice extends the grant period as indicated above.

The grantee is reminded to submit all financial status reports and project progress reports to facilitate the drawdown of funds.

15. <b>TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL</b> Paul F. Ford, Acting Regional Administrator	16. <b>SIGNATURE OF AUTHORIZED OFFICIAL</b> 
---	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Noyes Insurance Agency Inc P.O. Box 420 63 Main Street Plymouth NH 03264	CONTACT NAME: Ashley Desjardins
	PHONE (A/C No. Ext): (603) 536-1735 FAX (A/C No.): (603) 536-4298
	E-MAIL ADDRESS: adesjardins@noyesins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A Argonaut Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1381302045 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MGL700043505	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MBA700043505	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			MXS700043505	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER  NH HSEM 33 Hazen Dr Concord, NH 03305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Ashley Desjardins/ATD <i>Ashley Desjardins</i>



## 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> Primex <sup>3</sup> Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits: NH Statutory Limits May Apply		
<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			<input type="checkbox"/> Each Occurrence		
			<input type="checkbox"/> General Aggregate		
			<input type="checkbox"/> Fire Damage (Any one fire)		
			<input type="checkbox"/> Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident)		
			<input type="checkbox"/> Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> Statutory		
			<input type="checkbox"/> Each Accident	\$2,000,000	
			<input type="checkbox"/> Disease - Each Employee	\$2,000,000	
			<input type="checkbox"/> Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			<input type="checkbox"/> 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>	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 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

Town of Plaistow	273
Town of Plymouth	274
Town of Raymond	277
Town of Rindge	279
Town of Roxbury	282
Town of Rumney	283
Town of Rye	284
Town of Salem	285
Town of Salisbury	286
Town of Sanbornton	287
Town of Sandown	288
Town of Sandwich	289
Town of Seabrook	290
Town of Shelburne	292
Town of South Hampton	294
Town of Strafford	299
Town of Stratford	300
Town of Stratham	301
Town of Sullivan	303
Town of Sunapee	304
Town of Surry	305
Town of Tamworth	308
Town of Temple	309
Town of Thornton	320
Town of Tuftonboro	313
Town of Unity	314
Town of Wakefield	315
Town of Warren	318
Town of Washington	319
Town of Waterville Valley	518
Town of Weare	321
Town of Westmoreland	324
Town of Whitefield	325
Town of Wilmot	326
Town of Wilton	327
Town of Windham	329
Town of Windsor	323
Town of Wolfeboro	331
* [REDACTED]	332
Village District of Eidelweiss	502
Warner Village Water District	513
Woodsville Fire District	515
Woodsville Water & Light	516

HSEM-PDM-05-2012-04



# State of New Hampshire

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

G+C # 118  
09-19-2012

JOHN J. BARTHELMES  
COMMISSIONER

August 6, 2012

RQ# 129811

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Pursuant to RSA 21-P:43 the Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to enter into a grant agreement with the Town of Woodstock (VC#177506-B001), Woodstock, NH for a total amount of \$5,000.00 for updating their local hazard mitigation plan. Effective upon Governor and Council approval through September 9, 2013. Funding source: 100% Federal Funds.

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

02-23-23-236010-43930000	Dept. of Safety	HSEM	Pre-Disaster Mitigation
072-500574 Grants to Local Gov't. - Federal			\$5,000.00
Activity Code: 23PDM10 4393			

### Explanation

Communities receiving funding to update their hazard mitigation plans through the Pre-Disaster Mitigation Competitive (PDMC) Grant Program are identified based on the communities' current hazard mitigation plan expiration date, and is made solely by HSEM. The State Hazard Mitigation Planner will be responsible for the administration of the program.

The grant listed above is funded from the FFY 2010 Pre-Disaster Mitigation Competitive (PDMC) Grant Program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDMC Grant Program provides funding to sub-grantees for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDMC funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. Notification of this program is made to every community by email and by letter sent to the chief elected official of each community.

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

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

Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety

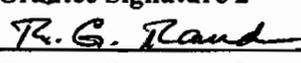
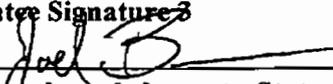
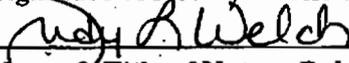
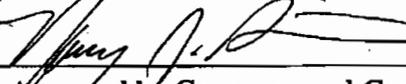
**GRANT AGREEMENT**

RDX: 129811

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> Town of Woodstock, NH		<b>1.4. Grantee Address</b> 165 Lost River Road, North Woodstock, NH 03262	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 9, 2013	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$5,000.00
<b>1.9. Grant Officer for State Agency</b> Lance D. Harbour		<b>1.10. State Agency Telephone Number</b> (603) 223-3633	
"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> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> James Fallon Jr. Selectman	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> R. G. RAND SELECTMAN	
<b>Grantee Signature 3</b> 		<b>Name &amp; Title of Grantee Signor 3</b> Joel Bourassa Selectman	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Grafton, on 5/8/12, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 		<b>JUDYL WELCH, Notary Public</b> My Commission Expires October 31, 2012	
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Judy L. Welch			
<b>1.14. State Agency Signature(s)</b>  8-10-12		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> <del>John Beardmore</del> Wesley J. Colby, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: 8/16/2012			
<b>1.17. Approval by Governor and Council</b> By: _____ On: 11			

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

Grantee Initials   
Page 1 of 6

 Date 5/8/12



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.



 Date 5/18/12

**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is awarding the Town of Woodstock \$5,000.00 to update their Local Hazard Mitigation Plan.
2. Products will include quarterly project progress reports, a draft and final local updated hazard mitigation plan. The draft plan will be submitted to HSEM electronically for review and comment. HSEM will then submit the plan to FEMA Region 1 for review and comment.

Comments resulting from these reviews shall be addressed by the Town and resubmitted to HSEM for FEMA conditional approval prior to local adoption of the final plan. The Town of Woodstock agrees to provide the above final adopted plan to HSEM in the following format: 1 printed copy and 1 electronic copy, via compact disk.

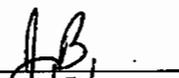
3. The Town of Woodstock agrees that the project grant period ends September 9, 2013.
4. The Town of Woodstock agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. The Town of Woodstock shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, the Town of Woodstock shall maintain documentation of the 25% cost share required by this grant and agreed upon by the Town.

Grantee Initials

  
Page 4 of 6



Date

  
5/8/12

**EXHIBIT B**

**Grant Amount and Method of Payment**

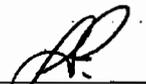
**1. GRANT AMOUNT**

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$1,667.00	\$5,000.00	\$6,667.00
The Project Cost is 75% Federal Funds, 25% Applicant Share.			

**2. PAYMENT SCHEDULE**

- a. The Town of Woodstock agrees the total payment by HSEM under this grant agreement shall be \$5,000.00.
- b. HSEM shall reimburse \$5,000.00 to the Town of Woodstock upon HSEM receiving appropriate documentation of expended funds from the Town of Woodstock.
- c. HSEM may advance funds to the Town of Woodstock in accordance with the procedures outlined in the Grant Administration Plan.

Grantee Initials

  
Page 5 of 6

Date

   
5/8/12

**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 Department of Safety, Division of Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. Both parties agree to amending section 17.1.2 of the grant agreement amount of insurance to agree with the vendors coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence. This is deemed to be sufficient given the nature of the contract.
4. The Town of Woodstock 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 Town of Woodstock will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

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

Grantee Initials

RF

Page 6 of 6

CR

Date

JB  
5/8/12

# 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.