184



COMMISSIONER

# State of New Hampshire

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

RICHARD C. BAILEY, JR. ASSISTANT COMMISSIONER

EDDIE EDWARDS ASSISTANT COMMISSIONER

May 31, 2022

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

## REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to retroactively amend the grant agreement (PO#1074399) with the Town of Greenland (VC#154735-B001) to update their Hazard Mitigation Plan (HMP). This amendment will extend the completion date only from April 1, 2022 to April 1, 2023. The grant was initially approved by the Safety Business Office on June 25, 2020. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

### **EXPLANATION**

This amendment is retroactive because FEMA approved the POP extension on February 25, 2021, but due to required internal processes, the grant agreement amendment was delayed. Governor and Council approval is being sought because the amount of previous payments by the Department of Safety to the Town of Greenland plus the \$7,500 amount of this grant yields a cumulative amount that is over the Governor and Council approval threshold. This request for an extension is needed because of continued COVID-19 response by local communities through early 2022 which precluded communities from completing the hazard mitigation plan updates in the anticipated timeframe. It was agreed that an extension to April 1, 2023 approved through Governor and Executive Council, would be necessary in order to complete their project. 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.

The PDM grant program is 75% federally funded by the Federal Emergency Management Agency with a 25% 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

# Pre-Disaster Mitigation (PDM) Program – CFDA #97.047 Grant Agreement Amendment Extension of Performance Period

# Town of Greenland (Subrecipient)

It is hereby agreed that the grant agreement (PO#1074399) approved by the Department of Safety Business Office on June 25, 2020, between the Town of Greenland as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to update the community's Local Hazard Mitigation Plan is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from April 1, 2022 to April 1, 2023.

2. EXHIBIT A, Scope of Services;

Delete item three (3) in its entirety and replace with:

"The Subrecipient" agrees that the period of performance ends on April 1, 2023 and by that date the aforementioned hazard mitigation plan must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by May 1, 2023, thirty (30) days after the period of performance ends.

4. All other provisions of the grant agreement, approved by the Department of Safety Business Office on June 25, 2020 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Department of Safety Business Office. 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 Greenland (Subrecipient)

By (signature):	By (signature): John & Suite
Print Name: Danis Co49	Print Name: Starn Smith
Title: Emergency Management Director	Title: Chair-Board of Selectmen
By (signature): /aufut	By (signature):
Print Name: Marthew Scrufon	Print Name:
Title: Town Administrator	Title:
	Subrecipient Initials
	Date

by (signature):  Director of Administrat	aver	5	-	
DASSON OF FIGHINISHED			\	
pproved by the Attorney General this _	13m	day of	Ma	, 2022.
/ A 1/2				
ssistant Attorney General				
pproved by the Governor and Council				
pproved by the Governor and Council		,		NVIII.co
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eputy Secretary of State				
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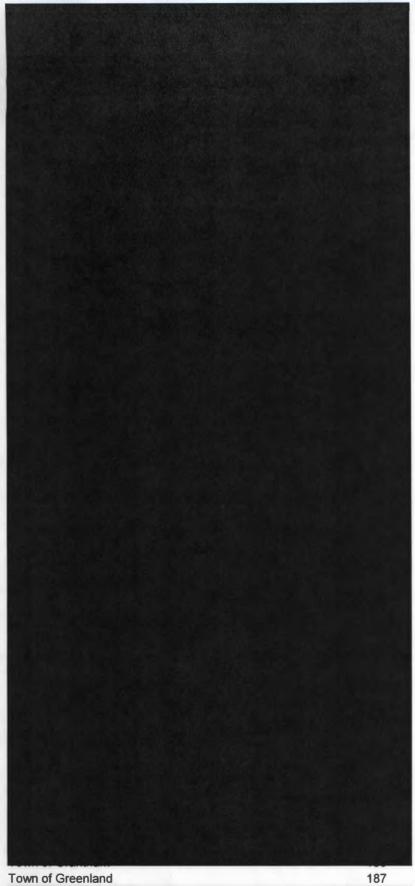


The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs 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 Benefit Liability) 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 Pnmex<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.

Participating Member: Me	mber Number:		Company Affording Coverage:		
Primex3 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 (mm/dd/y		Limits - NH Statutory Limits	May Apply, If Not:
X General Liability (Occurrence Form) Professional Liability (describe)  Claims Made Occurrence	7/1/2021	7/1/20		Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000
Automobile Liability Deductible Comp and Coll:  Any auto				Combined Single Limit (Each Accident) Aggregate	
Workers' Compensation & Employers' Liability			-	Statutory	
				Each Accident	
				Disease — Each Employee	
				Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)		,		Blanket Limit, Replacement Cost (unless otherwise stated)	-
Description: Proof of Primex Member coverage only.  CERTIFICATE HOLDER: Additional Covered Party	Loss F	Payee	Prim	ex³ – NH Public Risk Manage	ement Exchange
			Ву:	Mary Beth Purcell	
NH Dept of Safety			Date: 7/12/2021 mpuro		hprimex.org
33 Hazen Dr. Concord, NH 03301				Please direct inquir Primex <sup>3</sup> Claims/Coveraç 603-225-2841 ph 603-228-3833 fr	ge Services one



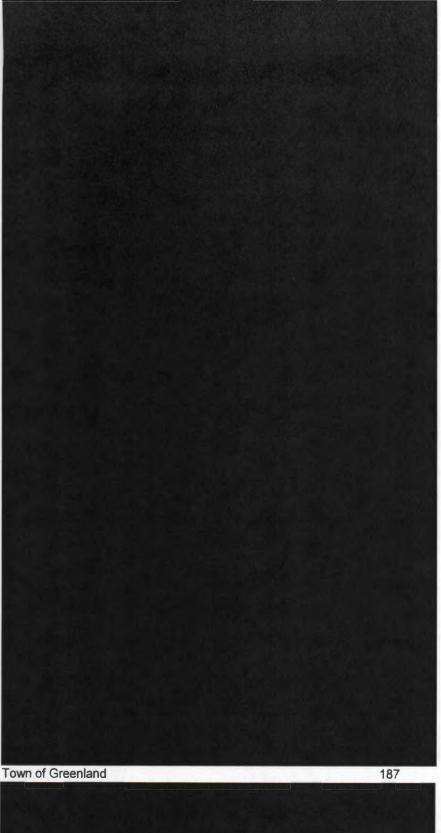


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Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, 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 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.

after the coverage afforded by the coverage categories listed be			C	pany Affording Coverage:	
Primex3 Members as per attached Schedule of Members Workers' Compensation Program		NH I Bow 46 D	Public Risk Management E Brook Place Donovan Street Cord, NH 03301-2624	exchange - Primex <sup>3</sup>	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Limit	ts May Apply, If Not:
General Liability (Occurrence Form) Professional Liability (describe)  Claims Made Occurrence				Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll:  Any auto				Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liability	7/1/2021	7/1/20	22	X Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease — Each Employee	
				Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					
CERTIFICATE HOLDER: 기 Additional Covered Party	Loss F	ayee	Prim	nex³ – NH Public Risk Manag	enank Exahlange
			Ву:	Mary Beth Purcell	
NH Dept of Safety			Date		nhprimex.org
33 Hazen Dr. Concord, NH 03301				Please direct inqu Primex <sup>3</sup> Claims/Covera 603-225-2841 pl 603-228-3833	nge Services



U.S. Department of Homeland Security FEMA Region I 99 High Street Boston, MA 02110



February 25, 2022

Jennifer Harper
Director
Homeland Security and Emergency Management
New Hampshire Department of Safety
33 Hazen Drive
Concord, NH 03305

Re: Period of Performance Extension

Program: FY 2018 Pre-Disaster Mitigation Grant Program, Assistance Listing # 97.047

Recipient: Homeland Security and Emergency Management, New Hampshire

Department of Safety

Award No.: EMB-2019-PC-0004

Amendment No.: 2

# Dear Director Harper:

The Federal Emergency Management Agency has approved the request from the Homeland Security and Emergency Management, New Hampshire Department of Safety ("Recipient") to extend the period of performance for the FY 2018 Pre-Disaster Mitigation Grant Program Award #EMB-2019-PC-0004. The new period of performance is October 1, 2018, to April 1, 2023, and the enclosed Obligating Document and updated grant agreement articles reflect this change.

Upon expiration of the period of performance, the Recipient must submit all required financial, performance, equipment, and other reports and take the other actions detailed at 2 C.F.R. § 200.343 by June 30, 2023. The Recipient must also continue to submit timely financial status and performance reports throughout the period of performance and is reminded that this extension does not change the approved scope of work or the amount of federal funding for the federal award.

Please keep a copy of this letter, the Obligating Document, and the updated grant agreement articles with your official grant files. If you have any questions, please contact Sandra Brazee, Grants Management Specialist, at (202) 701-6562.

Sincerely,

Richard H. Verville Chief, Hazard Mitigation Assistance Branch FEMA Region I

cc: Brian Eaton, State Hazard Mitigation Officer, Homeland Security and Emergency Management, New Hampshire Department of Safety

**Enclosures** 



# State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner Richard C. Bailey, Jr., Assistant Commissioner Perry E. Plummer, Assistant Commissioner

# Homeland Security and Emergency Management

Jennifer L. Harper, Director

May 20, 2020



Mr. Steven R. Lavoie, Director of Administration NH Department of Safety Business Office 33 Hazen Drive Concord NH 03305

### **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 Greenland (VC#154735-B001) to update their local hazard mitigation plan for a total amount of \$7,500.00. Effective upon the Safety Business Office approval through April 1, 2022. Funding source: 100% Federal Funds.

Funding is available in the SFY 2020 operating budget as follows:

02-23-23-236010-43930000 Dept. of Safety Homeland Sec-Emer Mgmt Pre-Disaster Mitigation Grant Program 072-500574 Grants to Local Gov't - Federal

Activity Code: 23PDM18 4393 \$7,500.00

# **Explanation**

The grant listed above is funded from the Pre-Disaster Mitigation Grant Program (PDM), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDM grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDM funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Hazard Mitigation Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit A and B to their grant agreement.

There are no General Funds required with this request. In the event that PDM funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program

Respectfully submitted,

Whitney Welch

Assistant Chief of Grants

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

1	Identification	and Definitions.	
в.	Idelitification	and Donning 1013.	

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305			
1.3. Subrecipient Name Town of Greenland (VC#154735-B001)		1.4. Subrecipient Tel. #/Address 603-431-7111 PO Box 100, Greenland, NH 03840			
1.5 Effective Date Business Office Approval	1.6. Account Number AU #43930000	1.7. Completion Date April 1, 2022 1.8. Grant Limits \$7,500.00			
1.9. Grant Officer for State Agency Alexx Monastiero, State Hazard Mitigation Officer		1.10. State Agency Tele (603) 223-3627	phone Number		
"By signing this form we certi- grant, including if applicable		h any public meeting require	nent for acceptance of this		
1.11 Subrecipient Signa		1.12. Name & Title of S			
Subrecipient Signature 2	2	Name & Title of Subrecipient Signer 2			
Subsecipient Signature 3	Subsecipient Signature 3 Name & Title of Subrecipient Signor 3				
1.13. Acknowledgment: //, before the unde known to me (or satisfact acknowledged that he/she	rsigned officer, persona orily proven) to be the	lly appeared the person person whose name is sig	ned in block 1.11., and		
1.13.1. Signature of Nota (Seal)	ry Public or Justice of t	he Peace			
1.13.2. Name & Title of	Notary Public or Justice	of the Peace (Com	mission Expiration)		
1.14. State Agency Signature(s)  1.15. Name & Title of State Agency Signor(s)  By: Textory On: 612520 Steven R. Lavoie, Director of Administration					
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)					
By: Assistant Attorney General, On: //					
1.17. Approval by Gover	nor and Council (if app	licable)			
By: On: / / 2 SCOPE OF WORK In exchange for grant funds provided by the State of New Hampshire, acting through the Agent					

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")

Subrecipient Initials: 1) 2) PAR 3) Date: C5-11-2020
Page 1 of 6

- 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 Hampshare.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 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").
- 5 GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS:
- 51 PAYMENT.
  - The Grant Amount is identified and more particularly described in EXHIBIT
- 5.2 B, attached hereto.
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 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. 11, 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 11.11 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.

  In connection with the performance of the Project, the Subrecipient shall comply with all statutes, have regulations, and orders of federal, state, county or municipal authorities which shall impose any obligations or duty upon the
- 7 Subreupient, 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 11.2.4 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 personnet, data (as that term is hereinafter defined), and other information relating to all natters covered by this Agreement. As used in this paragraph, "Subrecipient includes all persons, natural or fictional, alfiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3
- 8 of these provisions 8.1. PERSONNEL.
  - The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient courants that all personnel engaged in 12.2 the Project shall be qualified to perform such Project, and shall be properly
- 8.2. licensed and authorized 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 42.3 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 bereunder. 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 I 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 13 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,
    - Subrecipient Initials: 1.)
- 2.) PX

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
  - On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement shall be the property of the State and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
  - The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
  - CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuouse of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in to 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 termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
- 1. EVENT OF DEFAULT: REMEDIES.
- Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of 1.1 Default"):
- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder, or
- 11.1.4 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
- 11.2.1 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
- requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 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 acque to the Subrecipient during the period from the date of such notice until such time as the State 11.2.3 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 or in equity, or both.
- 2. TERMINATION.
- 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 filteen (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.
- 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 carned 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 DYTERIST. 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 A.

3.)

Date: 0511 2020

Page 2 of 6

any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, purtnership, or association in which he or she is directly or indirectly interested, nor shall be 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 for which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this 22. agreement.

INSURANCE AND BOND. 17

The Subrecipient shall, at its own expense, obtain and maintain in force, or shall 171 require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following

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

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

IHIRD PARTIES. The parties hereto do not intend to benefit any third purties

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.

Subrecipient Initials: 1.

2.) RAH 3.) AR

Date: 05.11. 2020

Page 3 of 6

# **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 Greenland (hereinafter referred to as "the Subrecipient") \$7,500.00 within the Federal Fiscal Year 2018 Pre-Disaster Mitigation Grant Program (PDM) to update their Local Hazard Mitigation Plan.
- "The Subrecipient" agrees to submit quarterly progress reports within fifteen (15) days after 2. each quarter (April 15th, July 15th, October 15th, and January 15th) until all activities associated with the grant award have been completed.
- "The Subrecipient" agrees that the project grant period ends April 1, 2022 and that a final 3. performance and expenditure report will be sent to "the State" by May 1, 2022.
- 4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
- 5. "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 Subrecipient" shall maintain documentation of the 25% cost share required by this grant.

Subrecipient Initials: 1.

2.) PXH 3.) (R

Date: 0511.2020

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# EXHIBIT B

# Grant Amount and Method of Payment

#### GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$2,500.00	\$7,500.00	\$10,000.00
	Project Cost is 75%	Federal Funds, 25% Applic	eant Share
Awarding Agency:	Federal Emergency N	Management Agency (FEMA	A)
Award Title & #: P	re-Disaster Mitigation	Grant (PDM) EMB-2019-	PC-0004
Catalog of Federal	Domestic Assistance	(CFDA) Number: 97.047	(PDM)
Applicant's Data U	niversal Numbering	System (DUNS): 0451313	232

#### 2. PAYMENT SCHEDULE

- "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$7,500.00.
- b. "The State" shall reimburse up to \$7,500.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".
- c. Upon State Business Office 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 April 1, 2022.

Subrecipient Initials: 1.)

2.) RXX 3.) JR

Date: 05.11.2020

Page 5 of 6

# EXHIBIT C

# Special Provisions

- This grant agreement may be terminated upon thirty (30) days written notice by either party. 1.
- Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is 2. 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.
- "The Subrecipient" will be required to provide the formally approved Local Hazard Mitigation 4. Plan electronically (via email or CD) at the completion of the project.
- 5. "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.

2.)

Date: 05.11. 2021

Page 6 of 6

# DRAFT: SUBJECT TO CHANGE

- R. Winsor asked D. Cote what the Board could do to help, was there anything he needed urgently to take advantage of what was available to the Town or provide any guidance. D. Cote responded that many of the processes for vetting the grants have been changed. The first responders grant must be handled by the department heads and there is no acceptance required by the Board. He asked that department heads inform the Finance Director if they filed, or were planning to file, for the grant.
- R. Winsor stated that D. Cote had been doing a great job. He had every confidence that Chief Laurent and Chief Cresta would reach out to the Finance Director. D. Cote will take the lead on the Public Assistance Grant and work with the Finance Director.
- J. Connelly voiced concern over opening the tennis and basketball courts if surrounding towns had not opened their facilities: would those townspeople come to Greenland? D. Cote stated it was happening now with the influx of out-of-staters into New Hampshire. He offered to check neighboring communities on their status of opening facilities.

TA Scruton stated that the Conservation Commission will be doing their annual seedling give-away on Saturday, May 16, 2020 in the Town Office parking lot. D. Cote did not have any concerns as long as they did not have a meeting. It will not be an issue if face masks are worn and they practice social distancing.

## 2. Hazard Mitigation Plan Update: Dennis Cote, Emergency Management Director

- D. Cote discussed the Hazard Mitigation Plan with the Board, which was signed by three Board members earlier in the day. The Hazard Mitigation Plan is a \$10,000 grant; \$7,500 will be paid directly to the plan contractor who will re-write the Hazard Mitigation Plan for Greenland. This is done every few years by a contractor chosen by the Town. The \$2,500 cost share is an in-kind payment; the time spent by the Town reviewing the plan is considered an in-kind payment. When the Mitigation Grant comes through and the re-write is in process, the Selectmen will need to review their portion to ensure the community is covered for all hazards. One section of the grant is the Highway Department; someone with knowledge of the drainage system and flood plains will need to review that section. The Hazard Mitigation Plan has been a very useful tool with events over the past several years. It is a necessity and allows the Town to operate very smoothly in the event of an emergency specific to Greenland.
- D. Cote clarified that the grant was being resubmitted because it was not discussed with the previous Board during a recorded meeting. There are also new members on the Board of Selectmen; it would not be fair to have them accept a plan approved by a previous Board without the full understanding of the grant.

MOTION: Chair Smith moved to approve the Hazard Mitigation Plan as prepared by Dennis Cote, Emergency Management Director, and to accept the terms and conditions of the grant as well as match requirements. The total cost of the grant is \$10,000; 25% (\$2,500) will be paid by the Town in-kind. Second – J. Rolston; roll call vote: J. Connelly - aye, R. Hussey – aye, J. Rolston - aye, R. Winsor – aye, S. Smith – aye. All in favor. MOTION CARRIED

#### 3. SAFER Grant: Chief Cresta

Chief Cresta updated the Board on the SAFER Grant, stating he would not make the deadline with the amount of paperwork involved and COVID-19. They would be unable to meet the deadline of Friday, May 15, 2020 but have a head start on applying next year.



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 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.

Participating Member: Member Number:  Primex3 Members as per attached Schedule of Members  Property & Liability Program			Company Affording Coverage:  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 (mm/dd/y		Limits - NH Statutory Limits	May Apply, If Not
General Liability (Occurrence Form)	71/1/2020	7/1/20		Each Occurrence	\$ 5,000,000
Professional Liability (describe)	7 17 172020	171720	- '	General Aggregate	\$ 5,000,000
Claims Occurrence				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll:  Any auto				Combined Single Limit (Each Accident) Aggregate	
Workers' Compensation & Employers' Liability				Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	
Pescription: Proof of Primex Member coverage only.  ERTIFICATE HOLDER:   Additional Covered Party	/ Loss F	Payee	Prim	ೂಸೆ - NH Public Risk Manage	eme: A Sachange
			Ву:	Mary Beth Purcell	
NH Dept of Safety			Date		
33 Hazen Dr. Concord, NH 03301				Please direct inqui Primex <sup>3</sup> Claims/Coverage 603-225-2841 ph 603-228-3833 f	ge Services ione

Sullivan County	606	
Sullivan School District	964	
Sunapee School District	955	
Surry School District	965	
Swains Lake Village District	552	
Tamworth School District	836	
Thornton School District	758	
Tilton Northfield Fire	567	
Timberlane Regional School District	775	
Town of Albany	101	
Town of Alexandria	102	
Town of Alstead	104	
Town of Amherst	106	
Town of Andover	107	
Town of Antrim	108	
Town of Auburn	111	
Town of Barnstead	112	
Town of Barrington	113	
Town of Bartlett	114	
Town of Bath	115	
Town of Belmont	117	
Town of Bennington	118	
Town of Benton	121	
Town of Bow	123	
Town of Bradford	124	
Town of Brookfield	128	
Town of Campton	130	
Town of Canaan	131	
Town of Carroll	134	
Town of Charlestown	136	
Town of Chatham	137	
Town of Chester	138	
Town of Clarksville	142	
Town of Colebrook	143	
Town of Columbia	144	
Town of Cornish	147	
Town of Dalton	149	
Town of Danbury	150	
Town of Deering	153	
Town of Derry	154	
Town of Dorchester	155	
Town of Durham	160	
Town of Eaton	163	
Town of Enfield	166	
Town of Epping	167	
Town of Errol	169	
Town of Farmington	171	
Town of Fitzwilliam	172	
Town of Gilsum	180	
Town of Gorham	182	
Town of Goshen	183	
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Town of Hanover Town of Harrisville	194	
Town of Harrisville Town of Haverhill	195	
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Participating Member: Mei	Participating Member: Member Number:		Comp	pany Affording Coverage:	-
Primex3 Members as per attached Schedule of Members Workers' Compensation Program		NH Public Risk Management Exchange - Prim Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Lin	mits May Apply, if Not:
General Liability (Occurrence Form) Professional Liability (describe)  Claims Made Occurrence				Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person	on)
Automobile Liability Deductible Comp and Coll: Any auto				Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liability	7/1/2020	7/1/202	21	X Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease - Each Employee	
				Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise state	ed)
Description: Proof of Primex Member coverage only.  CERTIFICATE HOLDER: Additional Covered Party	Loss F	Payee	Prim	ex³ – NH Public Risk Man	agement Exchange
			Ву:	Mary Beth Procedl	
NH Dept of Safety			Date	: 6/23/2020 mpurcell	@nhprimex.org
33 Hazen Dr. Concord, NH 03301				Please direct in Primex <sup>3</sup> Claims/Cove 603-225-2841 603-228-383	quires to: erage Services phone

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
Stratham School District	821
Strong Foundations Charter School	1213
Sullivan County	606 964
Sullivan School District	955
Sunapee School District Surry School District	965
Tamworth School District	836
Thomton 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 Grantham	185 187
Town of Greenland	
Town of Hampton Town of Hanover	191 194
Town of Haverhill	194
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

U.S. Department of Homeland Security FEMA Region I 99 High Street Boston, MA 02110



September 19, 2019

Jennifer Harper
Director
Homeland Security and Emergency Management
New Hampshire Department of Safety
33 Hazen Drive
Concord, NH 03305

FY 2018 Pre-Disaster Mitigation Grant Program Catalog of Federal Domestic Assistance No. 97,047

Award No. EMB-2019-PC-0004

# Dear Director Harper:

Re:

The Federal Emergency Management Agency ("FEMA") has approved the New Hampshire Department of Public Safety, Homeland Security and Emergency Management's ("HSEM") application for financial assistance under the FY 2018 Pre-Disaster Mitigation Grant Program in the amount of \$371,248.35. As a condition of the federal award, HSEM is required to contribute a nonfederal match in the amount of \$123,749.49, or 25% of the total approved project cost of \$494,997.84. This award, numbered EMB-2019-PC-0004, currently includes the following approved projects as further detailed in the agreement articles:

Project Number: PDMC-PL-01-NH-2018-001
Description: Local Hazard Mitigation Plan Updates

Project Cost: S217,999.00 (federal award \$163,499.25, nonfederal match \$54,499.75)

Subapplicant: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

Project Number: PDMC-PL-01-NH-2018-002

Description: Local Hazard Mitigation Plan Updates 2

Project Cost: \$231,999.00 (federal award \$173,999.25, nonfederal match \$57,999.75)

Subapplicant: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

Project Number: PDMC-MC-01-NH-2018-003

**Description**: Management Costs

<u>Project Cost</u>: \$44,999.84 (federal award \$33,749.85, nonfederal match \$11,249.99) <u>Subapplicant</u>: New Hampshire Homeland Security and Emergency Management

Award Date: September 19, 2019

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of this award:

- Grant agreement articles (attached to this award letter)
- Obligating document, FEMA Form 76-10A (attached to this award letter)
- Record of Environmental Consideration (attached to this award letter)
- FY 2018 Pre-Disaster Mitigation Grant Program Notice of Funding Opportunity

If you have any questions, please contact Jason Kennedy, Grants Management Specialist, at (617) 956-7678.

Sincerely,

Captain W. Russ Webster, USCG (Ret.), CEM

Regional Administrator FEMA Region I

WRW:tan

cc: Fallon Reed, Planning Chief, NH HSEM

Whitney Welch, Assistant Planning Chief, NH HSEM

Kayla Henderson, State Hazard Mitigation Planner, NH HSEM

**Enclosures**