



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

March 29, 2018

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

Retroactive

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), requests authorization to **retroactively** amend the grant agreement (PO#1053746) with the Town of Enfield (VC#160007-B001) increasing the grant limitation by \$9,360.00, from a total grant limitation of \$212,601.00 to \$221,961.00, for the purpose of completing the Lovejoy Road Culvert Project and extending the end date from August 2, 2017 to August 2, 2018. This grant was initially approved by the Governor and Executive Council on December 21, 2016, Item #66. Effective upon Governor and Council approval from December 1, 2017 through August 2, 2018. Funding source: 100% Federal Funds.

Funds will be budgeted in the SFY 2018 operating budget as follows:

02-23-23-236010-29210000	Dept. of Safety	Homeland Sec-Emer Mgmt	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to Local Gov't - Federal		
Activity Code: 23DR4139HM			\$9,360.00

Explanation

This request is **retroactive** due to cost overruns the Town of Enfield incurred for employee time and equipment needs during the July 1, 2017 storm event. As verified by the Federal Emergency Management Agency (FEMA), this additional funding is not duplicative of that requested under the Public Assistance program. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requested cost overruns on October 6, 2017 and received approval on December 13, 2017. Additionally, HSEM requested a period of performance extension from FEMA on January 31, 2018, and received approval on March 7, 2018. HSEM prepared the amended grant agreement and the Town of Enfield accepted the amended grant per the town's protocol and returned the signed amendment to HSEM. At that time, HSEM completed processing the amendment.

The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (subrecipients) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide subrecipients or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% federal and 25% applicant cash of in-kind match.

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

Hazard Mitigation Grant Program (HMGP) – CFDA #97.039
 Retroactive Grant Agreement Amendment
Cost Overrun and Period of Performance Extension

Town of Enfield

It is hereby agreed that the grant agreement (PO#1053746) approved by the Governor and Executive Council on December 21, 2016, Item #66, between the Town of Enfield as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management (HSEM) as "State" for the implementation of a hazard mitigation project for Lovejoy Road is "**Retroactively**" amended as follows:

1. GENERAL PROVISIONS, Section 1.8, Grant Limitation;

Change the amount of the grant limitation from \$212,601.00 to \$221,961.00.

2. EXHIBIT A, Scope of Work, Section 1;

Delete the first and third paragraphs in Section 1 in their entirety and replace with:

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Enfield (hereinafter referred to as "the Subrecipient") \$221,961.00 within the Hazard Mitigation Grant Program (HMGP) DR 4139.

"The Subrecipient" agrees that the project grant period of performance ends August 2, 2018 and that a final performance expenditure report will be sent to "the State" by September 1, 2018, 30 days after the period of performance ends.

Exhibit A, Project Review and Conditions, Paragraph 3;

Delete item in its entirety and replace with:

"The Subrecipient" is responsible for the 25% cost share, which is \$73,987.00.

Exhibit B, Grant Amount;

Delete item in its entirety and replace with:

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$73,987.00	\$221,961.00	\$295,948.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: FEMA-4139-DR-NH-5-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			
Applicant's Data Universal Numbering System (DUNS): 837249523			

Exhibit B, Fee Schedule, Paragraph 1 and 2;

"The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to, but will not exceed \$221,961.00.

Subrecipient Initials *RJA*
 Date 3/16/18

"The State" shall reimburse up to \$221,961.00 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".

- 3. All other provisions of the grant agreement, approved by the Governor and Executive Council on December 21, 2016 shall remain in full force and effect.

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

Town of Enfield (Subrecipient)

By (signature): [Signature] By (signature): _____
Print Name: Ryan J. Aylesworth Print Name: _____
Title: Town Manager Title: _____

By (signature): _____ By (signature): _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____

State of: New Hampshire
County of: Grafton

Upon this date: March 16 2018, before me, Mary Ann Crandall,
(print name of notary/justice of the peace)

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

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

[Signature]
Signature of Notary Public/Justice of the Peace
(Seal)



Subrecipient Initials RJA _____

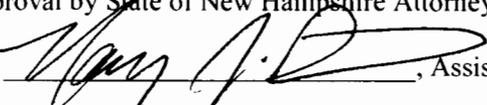
Date 3/16/18

April 3 2018
Commission Expiration

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

By (signature): 
Steven Lavoie, Director of Administration

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

By: , Assistant Attorney General, on 4/6/2018.

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.

Subrecipient Initials RJA
Date 3/16/18

U.S. Department of Homeland Security
FEMA Region I
99 High Street
Boston, MA 02110-2132



FEMA

December 13, 2017

Perry Plummer, Director
Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4139-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 5-R
Lovejoy Road Culvert, Enfield, NH

Dear Director Plummer:

Enclosed please find the obligation reports, for a cost overrun, for the following HMGP project:

4139-5-R	Town of Enfield, New Hampshire Lovejoy Road Culvert	\$ 9,360
	Total:	\$ 9,360

The grant period of performance shall remain unchanged. If you have any questions, please do not hesitate to call Ana Kerr with the FEMA Region I Mitigation Division at (617) 832-4714.

Sincerely,

A handwritten signature in cursive script that reads "Mark F. Gallagher for".

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

cc: Whitney Welch, State Hazard Mitigation Officer, NH HSEM

Enclosures



FEMA

March 7, 2018

Perry Plummer, Director
Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4139-DR-NH
Hazard Mitigation Grant Program
Period of Performance Extension

Dear Director Plummer:

The Federal Emergency Management Agency has approved the New Hampshire Homeland Security and Emergency Management's ("Grantee") request to extend the deadline for completing Hazard Mitigation Grant Program ("HMGP") projects under major disaster declaration FEMA-4139-DR-NH. The new deadline for HMGP project completion is August 2, 2018, which makes January 29, 2019, the end date for the period of availability for management costs. The grant period of performance, therefore, currently ends on August 2, 2018. This extension does not change the approved scopes of work under any project or the amount of the federal award.

You are reminded that the Grantee must continue to submit timely financial status and performance reports through the grant period of performance. In addition, upon expiration of the grant period of performance, the Grantee is required to liquidate all obligations incurred under the award and submit the final performance and financial reports by April 29, 2019.

Please keep a copy of this letter with your official HMGP grant files. If you have any questions, please contact Ana Kerr, Mitigation Division at (617) 832-4714.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean J. Savramis".

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

cc: Whitney Welch, State Hazard Mitigation Officer, NH HSEM

Whaleback Mountain/UVSSF – Ticket and Pass Discounts for Enfield Residents:

Rob West provided a data sheet update of the program and other efforts at the mountain. He said one of the challenges the mountain was facing was how to better inform Enfield residents of the benefits available to them.

In 2015-2016, only 41 Enfield residents bought discounted passes, ranging in price from \$95 to \$199. No day ticket data was available.

He said the mountain was always looking for ways to increase use and participation. He said they call Enfield businesses first, and that the Town was well-represented on the Board of Directors.

The organization planned to launch a capital fundraising campaign, and invited input from the Board on how to increase visibility, use, and support.

Mr. Cummings commented that he thought the mountain was doing great and commended all efforts.

Mr. Kluge suggested posting at schools, and asked if the organization was non-profit.

Mrs. Smith also suggested including brochures in Town welcome packets.

Mr. Cummings added that a Valley News advertising would be good.

Mr. Kluge thanked Mr. West for the informative report and sheet, saying it was exactly what the Board had been asking for. He said he was happy that the mountain was still there.

Tentative Ordinance – Display of Fireworks:
Discussion postponed until the next meeting.

Lovejoy Brook Culvert Grant:

Mr. Schneider asked that the Board accept the terms of the grant and authorize him and/or the Assistant Town Manager to sign documents on its behalf for the project.

The Town of Enfield Board of Selectmen, in a majority vote, accepted the terms of the Hazard Mitigation Grant Program (HMGP) as presented in the amount of \$212,601.00 for the Lovejoy Brook Road culvert replacement project. Furthermore, the Board acknowledges that the total cost of this project will be \$283,468.00, in which the Town will be responsible for a 25% match (\$70,867.00).

Mr. Cummings made and Mrs. Smith seconded the motion to accept the terms as described above. The motion passed unanimously.

Further, the Board authorizes the Town Manager and/or the Assistant Town Manager to sign all documents related to the grant.

Mr. Cummings made and Mrs. Smith seconded the motion to authorize the Town Manager and/or Assistant Town Manager to sign all documents related to the grant. The motion passed unanimously.

Jerold Theis – Abatement Request:

Mrs. Smith made and Mr. Cummings seconded the motion to adjourn to Non Public session at 7:01 PM. Roll call vote: Mr. Cummings – aye, Mr. Kluge – aye, Mrs. Smith – aye, motion passed unanimously.



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.

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Town of Enfield PO Box 373 Enfield, NH 03748		166		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 Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2017	7/1/2018	Each Occurrence	\$5,000,000
			General Aggregate	\$5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Department of Safety 33 Hazen Drive Concord, NH 03305			By: <i>Tammy Denver</i>
			Date: 3/20/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



State of New Hampshire

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

RQ# 172375

GC# 66
12-21-2016

JOHN J. BARTHELME
COMMISSIONER

November 15, 2016

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the Town of Enfield (VC#160007-B001) for a total amount of \$212,601.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through August 2, 2017. Funding source: 100% Federal Funds.

Funding is available in the SFY 2017 operating budget as follows:

02-23-23-236010-29210000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to Local Gov't – Federal		
Activity Code: 23DR4139HM			\$212,601.00

Explanation

The Town of Enfield will use these funds to remove two (2) existing 3' diameter culverts and install a new precast concrete 38' span bridge on Lovejoy Brook Road. Fifteen hundred square feet of perennial stream bed, bank and dredge will replace the Tier 3 stream crossing over Lovejoy Brook. The proposed bridge will have an 8' high opening, which will improve hydrologic flows during storm events. In addition, a temporary bridge will be installed to retain access during construction consisting of a bailey-style bridge spanning from bank to bank. Fill will be installed to allow safe vehicular passage to the temporary bridge area. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (subrecipients) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. Federal Emergency Management Agency (FEMA) provides HMGP 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 program cost share is 75% Federal funds and a 25% applicant match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the availability of HMGP funds is made to every community by e-mail and by letters sent to the chief elected official of each community. The State of New Hampshire submits all applications received for program funding to the Federal Emergency Management Agency for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA in full 75%; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

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

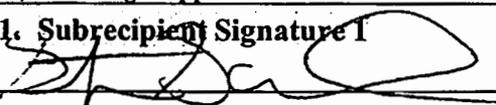
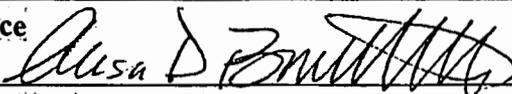
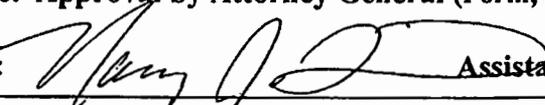
Respectfully submitted,

John J. Barthelme
Commissioner of Safety

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name 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 Enfield (VC#160007-B001)		1.4. Subrecipient Tel. #/Address 603-632-5026 PO Box 373, Enfield NH 03748	
1.5 Effective Date G&C Approval	1.6. Account Number AU #2921	1.7. Completion Date August 2, 2017	1.8. Grant Limitation \$212,601.00
1.9. Grant Officer for State Agency Heather Dunkerley, Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-3614	
"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 Steven Schneider, Town Manager	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Gratton</u> , on <u>11/14/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace		(Commission Expiration)	
<u>Alisa D. Bonnette, Notary Public</u>		<u>6/6/2017</u>	
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s)	
By:  On: <u>11/21/16</u>		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: <u>11/22/2016</u>			
1.17. Approval by Governor and Council (if applicable)			
By: _____ On: <u>1/1</u>			

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.) SB 2.) _____ 3.) _____ Date: 11-14-16

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

Subrecipient Initials: 1.) JB 2.) _____

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

Subrecipient Initials: 1.)

JB

2.)

3.)

Date:

11-14-10

EXHIBIT A

SCOPE OF WORK

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Enfield (hereinafter referred to as "the Subrecipient") \$212,601.00 within the Hazard Mitigation Program (HMGP) DR 4139.

"The Subrecipient" proposes to remove two (2) existing 3' diameter culverts and installing a new precast concrete 38' span bridge on Lovejoy Brook Road. 1,500 square feet of perennial stream bed and bank and dredge will replace the Tier 3 stream crossing over Lovejoy Brook. The proposed bridge will have an 8' high opening, which will improve hydrologic flows during storm events. In addition, a temporary bridge will be installed to retain access during construction, consisting of a bailey-style bridge spanning from bank to bank. Fill will be installed so as to allow safe vehicular passage to the temporary bridge area.

"The Subrecipient" agrees that the project grant period of performance ends August 2, 2017 and that a final performance and expenditure report will be sent to "the State" by September 1, 2017, 30 days after the period of performance ends.

2. **PROJECT REVIEW and CONDITIONS**

"The Subrecipient" shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Record of Environmental Consideration is attached to this agreement.

"The Subrecipient" shall submit quarterly progress reports beginning in the quarter in which this grant agreement is approved, shall submit quarterly reports within 15 days after the end of a quarter, and shall continue to submit quarterly reports until the project is completed.

"The Subrecipient" is responsible for the 25% cost share, which is \$ 70,867.00.

"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.) AS 2.) _____ 3.) _____

Date: 11-14-16

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$70,867.00	\$212,601.00	\$283,468.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: FEMA-4139-DR-NH-5-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			
Applicant's Data Universal Numbering System (DUNS): 837249523			

2. FEE SCHEDULE

“The Subrecipient” agrees the total payment by “the State” under this grant agreement shall be up to, but will not exceed \$212,601.00.

“The State” shall reimburse up to \$212,601.00 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”.

Should “the Subrecipient” need to make a request for an advancement of funds, upon approval of the grant agreement by the Governor and Council, this request must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and shall be expended within thirty (30) days of receipt.

Proof of expenditure must be provided back to “the State” within thirty (30) days of receipt.

“The Subrecipient” based on expenditures, will need to request necessary funds for reimbursement. Additional reimbursement request may be requested contingent upon documented expenditure of previous paid amounts.

Subrecipient Initials: 1.) SB 2.) _____ 3.) _____

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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 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.

Subrecipient Initials: 1.) AS 2.) _____ 3.) _____

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