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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

February 19, 2015

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), requests authorization to amend the grant agreement (PO#1037351) with the Cheshire County Sheriff's Office (VC#177372-B004) in the amount of \$1,673.00, increasing the total grant amount from \$23,264.00 to \$24, 937.00 for the purchase of a three-year support package (warranty) for the server and backup system purchased with the original grant, which was approved by Governor and Council on May 8, 2014, Item #85, and amended with Governor and Council approval on September 17, 2014, Item #5F. Effective upon Governor and Council approval through September 30, 2015. Funding source: 100% Federal Funds.

Funding is available in the SFY 2015 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EM138092			\$1,673.00

Explanation

This amendment is needed because the original estimate of costs provided by the vendor did not include the three-year support package (warranty) for the servers and backup system purchased with the initial grant funds. The mission of this system is to support a 24/7 dispatch operation. Having the warranty in place is considered crucial. This grant increase of \$1,673.00, if approved by through Governor and Executive Council, would provide critical technical support to maintain the operational capability of this Dispatch Center. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was determined that the grant increase will not affect Federal funding.

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

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Emergency Management Performance Grant (EMPG) Program – CFDA #97.042
Grant Agreement Amendment
Request for Additional Funding

County of Cheshire (Grantee)

It is hereby agreed that the grant agreement (PO#1037351) originally approved by the Governor and Executive Council on May 8, 2014, Item #85, and amended on September 17, 2014, Item #5F, between the County of Cheshire as “Grantee” and the Department of Safety, Division of Homeland Security & Emergency Management as “State” to purchase and install two servers for the Sheriff’s Office Regional Dispatch Center is amended as follows:

1. GENERAL PROVISIONS, Section 1.8, Grant Limitations;

Change the amount of the grant limitation from \$23,264.00 to \$24,937.00.

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

Delete paragraph in Section 1 in its entirety and replace with:

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Cheshire County Sheriff’s Office (hereinafter referred to as “the Grantee”) \$24,937.00 to upgrade the Dispatch Center’s server and provide system management training for Information Technology (IT) personnel.

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on September 17, 2014 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:

County of Cheshire (Grantee)

By (signature): 

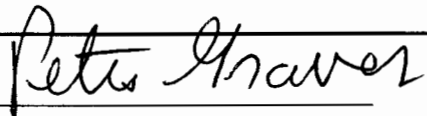
Print Name: Stillman Rogers

Title: Chair of Commissioners

By (signature): 

Print Name: Chuck Weed

Title: Commissioner

By (signature): 

Print Name: Peter Graves

Title: Commissioner

By (signature): 

Print Name: Chris F. Weed

Title: _____

Grantee Initials: SR P-G CFW

Date: 1/14/15

State of: New Hampshire

County of: Cheshire

Upon this date: 1-14-15, before me, Jacelyn B. Greene,
(print name of notary/justice of the peace)

the undersigned officer, personally appeared *(print name(s) of individual(s) on 1st page)*

Stillman Rogers, Chuck Weed,

Peter Brewes, _____ 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:

Jacelyn B. Greene
Signature of Notary Public/Justice of the Peace
(Seal)

12/14/16
Commission Expiration

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

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

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

By: [Signature], Assistant Attorney General, on 3/2/2015.

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.

Grantee Initials [Signature] [Signature]
Date 1/14/15

Emergency Management Performance Grant (EMPG) Program – CFDA #97.042
Grant Agreement Amendment
Request for Additional Funding

County of Cheshire (Grantee)

It is hereby agreed that the grant agreement (PO#1037351) originally approved by the Governor and Executive Council on May 8, 2014, Item #85, and amended on September 17, 2014, Item #5F, between the County of Cheshire as “Grantee” and the Department of Safety, Division of Homeland Security & Emergency Management as “State” to purchase and install two servers for the Sheriff’s Office Regional Dispatch Center is amended as follows:

1. GENERAL PROVISIONS, Section 1.8, Grant Limitations;

Change the amount of the grant limitation from \$23,264.00 to \$24,937.00.

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

Delete paragraph in Section 1 in its entirety and replace with:

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Cheshire County Sheriff’s Office (hereinafter referred to as “the Grantee”) \$24,937.00 to upgrade the Dispatch Center’s server and provide system management training for Information Technology (IT) personnel.

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on September 17, 2014 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:

County of Cheshire (Grantee)

By (signature): 

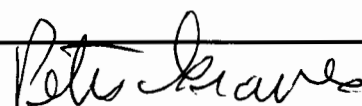
Print Name: Stillman Rogers

Title: Chair of Commissioners

By (signature): 

Print Name: Chuck Weed

Title: Commissioner

By (signature): 

Print Name: Peter Graves

Title: Commissioner

By (signature): 

Print Name: Chas. F. Weed

Title: _____

Grantee Initials   

Date 1/14/15

State of: New Hampshire

County of: Cheshire

Upon this date: 1-14-15, before me, Jacelyn B Greene,
(print name of notary/justice of the peace)

the undersigned officer, personally appeared *(print name(s) of individual(s) on 1st page)*

Stillman Rogers, Chuck Wead,
Peter Grewes, _____ 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:

Jacelyn B Greene
Signature of Notary Public/Justice of the Peace
(Seal)

12/14/16
Commission Expiration

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

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

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

By: [Signature], Assistant Attorney General, on 3/2/2015.

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.

Grantee Initials P. G. S. J. [Signature]

Date 1/14/15

MINUTES
Cheshire County Commissioners Meeting
Wednesday, January 14, 2015 09:30AM
Department of Corrections
825 Marlboro Road
Keene, NH

PRESENT: Commissioners Rogers, Weed, and Graves

STAFF: Administrator Wozmak, Finance Director Trombly, Sheriff Rivera, DOC Superintendent Van Wickler, Maplewood Administrator Kindopp, and Assistant County Administrator (ACA) Bouchard

GUESTS: Westmoreland Selectman Hammond.

Commissioner Rogers opened the meeting at 09:30AM and recognized ACA Bouchard for the purpose of providing the Weekly Operations Report.

Bouchard reported that the Finance department will be moved into their new space Thursday and Friday this week and that the building infrastructure has been made ready for the move.

Bouchard then reminded the Commissioners that the Maplewood Delegation sub-committee will be meeting on Friday the 16th in the Commissioners Conference Room at 12 Court Street.

Bouchard then said that the move of the Behavioral Health and Cooperative Extension staff to the 33 West Street building may be delayed due to FairPoint's inability to move the phone lines from their present service locations to 33 West.

Bouchard then reported that Monday the 19th was a County Holiday and that no 2015 budget review meetings with the Delegation Executive Committee were scheduled for Monday.

A meeting with MacMillin is scheduled for the end of next week and a cost recap and status should be provided by MacMillin at the meeting. Bouchard will tentatively report the results at the January 28th meeting.

Bouchard requested that Commissioners Weed and Graves provide photos and direct contact information for the Corporate Compliance posters that need to be completed and distributed throughout County buildings.

Administrator Wozmak was then recognized and said that with his departure coming up soon he has distributed some of his tasks to various County personnel and provided a recap of those changes. He also said that he has made provisions to be able to stay involved with the closeout of the Old Courthouse project until the final accounting is completed.

The Chairman then took discussion of Master Agenda item #162 – Review of standardized contractual agreements for subcontractors - Grants / Finance

Finance Director Trombly and Grants Manager Bansley reviewed the standard form that has been created for sub-contractors and discussed its' use. The Commissioners asked a number of questions concerning coverage of workers compensation issues and other employer / employee

MINUTES
Cheshire County Commissioners Meeting
Wednesday, January 14, 2015 09:30AM
Department of Corrections
825 Marlboro Road
Keene, NH

relationships that are covered under the Memorandum of Understanding (MOU) agreement.

It was decided to have S. Bansley add further elaboration of the workers compensation and mandatory insurance requirements to section 11 of the agreement to make sure that the subcontractors fully understand the County requirements in these areas.

Following discussion, Commissioner Weed moved to authorize the Finance Director to sign subcontractor agreements when needed or necessary to conduct the business of the County. Commissioner Graves seconded the motion. Upon vote the motion passed unanimously.

Master Agenda Item #163: Review and sign an award amendment to increase the budget of the EMPG Grant by \$1,673; from \$23,264 to \$24,937; and consider and approving \$1,673 in matching funds to come from the sheriff's dispatch equipment budget was then taken-up for discussion. Bansley provided an overview of the grant for the Commissioners and said that the original funding for this item mistakenly did not include warranty coverage for the hardware involved in the project. The funder was contacted and they agreed to fund 50% of the additional cost as was done with the rest of the project.

Following a short discussion, Commissioner Weed moved to authorize the award amendment for the Sheriff's dispatch equipment project with \$1,673.00 in matching funds to be taken from the Sheriff's budget lines. Commissioners Graves seconded the motion and upon vote the motion passed unanimously.

Master Agenda Item #165: Review and sign three (3) award grant contracts for Highway Safety Project Grants and approve the 1:1 match for each to come from the sheriff's equipment budget was then discussed.

Bansley presented a Highway Safety Grants for the Sheriff's department for the purchase of equipment to include a tire deflation device, a hand held radar unit, and two (2) in-car cameras. She said that the original funding for these units was granted in the 2012 budget and has been rolled forward for the last two (2) years.

The Sheriff responded to questions from the Commissioners concerning the use of the equipment and Commissioner Weed moved to accept and sign the grant documentation and was seconded by Commissioner Graves. Upon vote the motion passed unanimously.

Bansley then discussed a training grant in the amount of \$3,500.00 for the Greater Monadnock Medical Reserve Corps (GMMRC). She also said that the funds to be used were from the National Association of Cities and Counties (NACO). This is an annual grant to ensure that the area Medical Reserve Corps staff are properly trained if they are needed in the event of a County-wide emergency. **Commissioner Weed moved to accept the grant and was seconded**

MINUTES
Cheshire County Commissioners Meeting
Wednesday, January 21, 2015 09:30AM
Commissioners Meeting Room
12 Court Street
Keene, NH

Master Agenda Item #170: Finance Training (Medicaid/Medicare) – S. Trombly / K. Kindopp was then taken-up for discussion.

Finance Director Trombly and MNH Administrator Kindopp reviewed a twenty-four page PowerPoint presentation with the Commissioners titled “Cheshire County Long Term Care Financing”. The purpose of the presentation is to acquaint the Commissioners with the extremely complex financing involved in long term care and to provide an overview of how the County deficit at the nursing is created and how the use of revenue enhancing services and the management review programs that are in place aim to lessen the deficit as much as possible.

The review lasted approximately ninety (90) minutes and covered how Medicaid and Medicare financing works on the Federal and State level and the role and responsibilities that County Government is obligated to perform. The methods used by the State to determine reimbursement allocations to nursing homes was addressed as was Skilled Care, the Therapeutic Living Center at Maplewood, the State cost report and how it affects revenue distribution to the provider community, how the State budget Neutrality Factor shifts costs downward to the nursing homes, and how each facility is paid by Medicaid based on Resource Utilization Group (RUG) which has sixty-six different rate categories, as well as many other topics.

The Commissioners thanked Director Trombly and Administrator Kindopp for their thorough presentation and for helping them to understand how complex and difficult it is to navigate successfully in the long-term care market.

The weekly Census was then reviewed.

Commissioner Graves moved to accept the Weekly Manifest as presented and was seconded by Commissioner Weed. Upon vote the motion passed unanimously.

The minutes of January 14, 2014 were then reviewed and Commissioner Weed moved to accept the minutes as presented. Commissioner Graves seconded the motion and upon vote the motion passed unanimously.



The Commissioner Calendar was then reviewed and no changes were made.

At 12:37PM being no further business to discuss, **Commissioner Weed moved to adjourn the meeting. The motion seconded by Commissioner Graves and upon vote the motion passed unanimously.**

Respectfully Submitted,

P. Graves, Clerk



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> Cheshire County 33 West Street Keene, NH 03431		<i>Member Number:</i> 601	<i>Company Affording Coverage:</i> 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	1/1/2015	1/1/2016	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2015	1/1/2016	Combined Single Limit (Each Accident)	\$5,000,000
				Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease – Each Employee	\$2,000,000
				Disease – Policy Limit	\$
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	1/1/2015	1/1/2016	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Tammy Denver</i> Date: 1/9/2015 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

HSEM-EMPG-07-2014-18



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

GC#5F
09-17-2014

August 13, 2014

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

Requested Action


Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), requests authorization to amend the grant agreement (PO#1037351) with the Cheshire County Sheriff's Office (VC#177372-B004) for the purchase and installation of two (2) servers for the Sheriff's Office Regional Dispatch Center and provide system management training for Information Technology (IT) personnel. This amendment will extend the completion date only from September 30, 2014 to September 30, 2015. The grant was initially approved by the Governor and Executive Council on May 8, 2014, Item #85. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

This request for an extension is needed because the County's IT department is finishing a series of projects and tasks to prepare for a new server installation. Their IT director is beginning the process of finalizing the specifications and scope of work with the vendor for the servers. No purchases have been made to date; however, project coordination efforts are well underway. Completing the installation by September 30, 2014 would be extremely difficult for their IT department as they are coordinating with multiple individuals and departments not only for the installation, but also for a number of tasks that must precede it. It was agreed that an extension to September 30, 2015 would allow the County Sheriff's Office sufficient time 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.

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

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

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

County of Cheshire (Grantee)

It is hereby agreed that the grant agreement (PO#1037351) approved by the Governor and Executive Council on May 8, 2014, Item #85, between the County of Cheshire as "Grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to purchase and install two servers for the Sheriff's Office Regional Dispatch Center is amended as follows:

1. GENERAL PROVISIONS, Section 1.6, Completion Date;

Change the project completion date from September 30, 2014 to September 30, 2015.

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


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

"The Grantee" agrees that the project grant period ends September 30, 2015 and that a final performance and expenditure report will be sent to "the State" by October 31, 2015.

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on May 8, 2014 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:

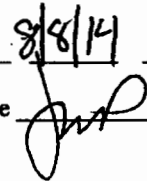
County of Cheshire (Grantee)

By (signature): 
Print Name: John F. Pratt
Title: Quorum of Commissioners

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

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

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

Grantee Initials _____ Date 8/8/14


State of: New Hampshire

County of: Cheshire

Upon this date: August 8, 2014, before me, Rodney A. Bouchard,
(print name of notary/justice of the peace)

the undersigned officer, personally appeared *(print name(s) of individual(s) on 1st page)*

John Pratt, _____,

_____ 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:

Rodney A. Bouchard
Signature of Notary Public/Justice of the Peace

(Seal)
RODNEY A. BOUCHARD, Justice of the Peace
My Commission Expires February 9, 2015
Commission Expiration

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

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

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

By: [Signature], Assistant Attorney General, on 8/28/2014

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____

Grantee Initials [Signature] Date 8/28/14



County of Cheshire

33 West Street, Keene, NH 03431

Website: www.co.cheshire.nh.us

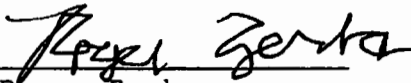
County of Cheshire, New Hampshire CERTIFICATE OF AUTHORITY August 13, 2014

I, Roger Zerba, Clerk of the Commissioners, Keene, NH, hereby certify that John Pratt, Chairman of the Commissioners, had authority to sign and enter into a grant agreement amendment with the State of NH Department of Safety, Division of Homeland Security and Emergency Management on August 8, 2014, for the County of Cheshire, and, further, hereby authorize John Pratt to execute any and all contract and agreements related to the N.H. Emergency Management Performance Grant Agreement.

I further attest that John Pratt was granted authority prior to the day the grant agreement amendment was signed (August 8, 2014) and it has not been amended or repealed as of the day the amendment was signed.

A True Copy of the Record,

ATTEST:

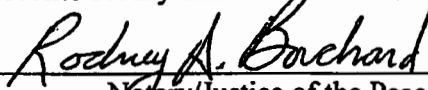


Roger Zerba
Clerk of the Commissioners

State: New Hampshire
County: Cheshire

On this thirteenth day of August 2014, before me, Rodney A. Bouchard (notary's name), the undersigned officer, personally appeared Roger Zerba known to me to be the person whose name is signed on the foregoing document and acknowledged to me that he signed voluntarily for its stated purpose and that it was his/her free act and deed.

In witness thereof, I hereunto set my hand and official seal.



Notary/Justice of the Peace

Commission Expires: RODNEY A. BOUCHARD, Justice of the Peace
My Commission Expires February 9, 2015

Area Code 603

HSEM-EMPG-02-2014-05



State of New Hampshire

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

RQ # 145481

JOHN J. BARTHELMES
COMMISSIONER

March 21, 2014

BC # 85

05-08-2014

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the County of Cheshire (VC#177372-B004) to purchase and install two (2) servers for the Sheriff's Office Regional Dispatch Center and provide system management training for Information Technology (IT) personnel for a total amount of \$23,264.00. Effective upon Governor and Council approval through September 30, 2014. Funding source: 100% Federal Funds.

Funding is available in the SFY 2014 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574	Grants to Local Gov't - Federal		
Activity Code: 23EM138092			\$23,264.00

Explanation

The Cheshire County Sheriff's Office Regional Dispatch Center provides emergency communications to the twenty-three (23) jurisdictions it covers. The two (2) servers will allow for uninterrupted emergency communication capabilities which are critical for emergency response. The system management training for the Information Technology (IT) personnel will allow the Sheriff's Office to maintain the equipment internally. The grant listed above is funded from the FFY'13 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are sent out to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed and approved by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives. The criteria for approval are based on grant eligibility in accordance with FFY'13 grant guidance and the documented needs of the local jurisdictions; a copy of this guidance is attached.

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

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

Respectfully submitted,

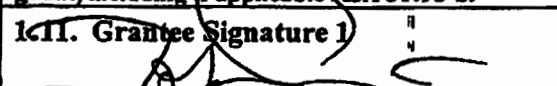

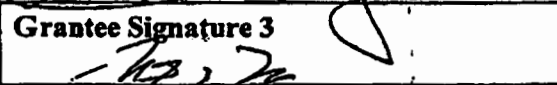
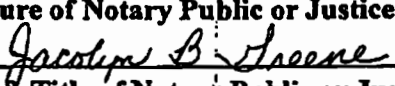
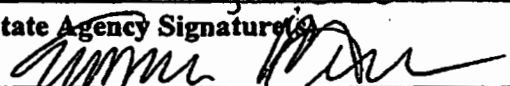
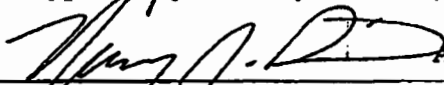
John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

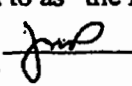
The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

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. Grantee Name Cheshire County (VC#177372-B004)		1.4. Grantee Address 33 West Street, Keene, NH 03431	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2014	1.7. Audit Date N/A	1.8. Grant Limitation \$ 23,264.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 John M. Pratt, Chairman	
Grantee Signature 2 		Name & Title of Grantee Signor 2 Shilman Rogers, Vice	
Grantee Signature 3 		Name & Title of Grantee Signor 3 Roger Zerba, Clerk	
1.13. Acknowledgment: State of New Hampshire, County of Cheshire, on 3/19/14, 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 Jacquelyn B. Greene Exp. 12/14/16			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth A. Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 4/7/2014			
1.17. Approval by Governor and Council By: _____ On: 1/1			

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

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

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

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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 Cheshire County Sheriff's Office (hereinafter referred to as "the Grantee") \$23,264.00 to upgrade the Dispatch Center's server and provide system management training for Information Technology (IT) personnel.
2. "The Grantee" agrees that the project grant period ends September 30, 2014 and that a final performance and expenditure report will be sent to "the State" by October 31, 2014.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

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EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT.

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$23,264.00	\$23,264.00	\$46,528.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) 2013-EP-00057-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			

2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$23,264.00.
- b. "The State" shall reimburse up to \$23,264.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

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

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

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CERTIFICATE OF VOTE

I, Roger Zerba, of County of Cheshire, do hereby certify that:

1. I am the duly elected Clerk of the Cheshire County Board of Commissioners;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on March 19, 2014;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Homeland Security and Emergency Management Division

RESOLVED: That the Chairman of the Board of Commissioners is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. John M. Pratt is the duly elected Chairman of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 19, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the corporation this 19th day of March 2014.



Roger Zerba, Clerk

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

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

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