



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

October 31, 2016

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

Retroactive

Requested Action

Pursuant to RSA 21-P:43, authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to **retroactively** amend the grant agreement (PO#1044018) with the Central NH Regional Planning Commission (VC#154613-B001) to update local community Hazard Mitigation Plans by extending the end date **only** from September 30, 2016 to September 30, 2017. The grant was initially approved by the Governor and Executive Council on June 10, 2015, Item #115. Effective upon the Governor and Executive Council approval. Funding source: 100% Federal Funds.

Explanation

This request for a **retroactive** extension is needed because although initial drafts of the Hazard Mitigation Plans were completed by the Central NH Regional Planning Commission for the communities of Canterbury, Hillsborough, Hopkinton, and Loudon, substantial revisions were required to ensure the Plans were approvable by the Federal Emergency Management Agency (FEMA) according to the most current federal requirements. It was agreed that an extension to September 30, 2017, approved through the Governor and Executive Council, would provide Central NH Regional Planning Commission ample time to have the plans revised, reviewed, adopted by the communities, and receive formal approval from FEMA. HSEM has reviewed this request with 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
John J. Barthelmes
Commissioner of Safety

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

Central NH Regional Planning Commission (Subrecipient)

It is hereby agreed that the grant agreement (PO#1044018) approved by the Governor and Executive Council on June 10, 2015, Item #115, between the Central NH Regional Planning Commission as “Subrecipient” and the Department of Safety, Division of Homeland Security & Emergency Management as “State” to update the Hazard Mitigation Plans for the following communities: Canterbury, Hillsborough, Hopkinton and Loudon is “Retroactively” amended as follows:

1. GENERAL PROVISIONS, Section 1.6, Completion Date;

Change the project completion date from September 30, 2016 to September 30, 2017.

2. EXHIBIT A, Scope of Work, Item 3;

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

“The Subrecipient” agrees that the period of performance ends on September 30, 2017 and that the final plan is formally approved and completed. All invoices will be sent to “the State” by October 30, 2017.”

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on June 10, 2015 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:

Central NH Regional Planning Commission (Subrecipient)

By (signature): MTM By (signature): _____
Print Name: Michael Tardiff Print Name: _____
Title: Ex. Director Title: _____

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

Subrecipient Initials MT _____

Date 10/14/16

State of: New Hampshire

County of: Merrimack

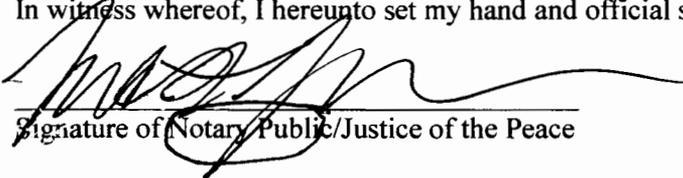
Upon this date: October 14, 2016, before me, Matthew J. Monahan,
(print name of notary/justice of the peace)

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

Michael Tardiff, _____,

_____ 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 of Notary Public/Justice of the Peace

(Seal)

April 3, 2018
Commission Expiration

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

By (signature): 
Steven R. Lavoie, Director of Administration

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

By: , Assistant Attorney General, on 11/10/2016.

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.

Subrecipient Initials MT _____

Date 10/14/16

CERTIFICATE

I, Keith Johnson, Secretary of the Central New Hampshire Regional Planning Commission (Commission), do hereby certify that: (1) I am the duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of the meetings of the Commission and its Executive Committee; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at the regular meeting held on October 13, 2016 the Executive Committee of the Commission voted to amend the FFY 2014 Pre-Disaster Mitigation Agreement between the Commission and the New Hampshire Department of Safety, Homeland Security and Emergency Management to extend the period of performance through September 30, 2017. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Michael Tardiff, Executive Director
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Commission, this 14 day of October 2016.

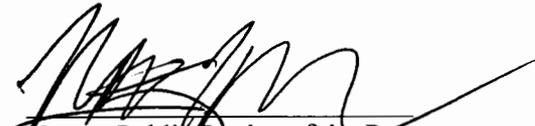


Keith Johnson, Secretary

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 14th day of October, 2016, before me, Matthew J. Monahan, [Notary Public Justice of the Peace], the undersigned officer, personally appeared Keith Johnson who acknowledged himself to be the Secretary of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Notary Public Justice of the Peace

COMMISSION EXPIRATION DATE:

April 3, 2018

SEAL



FEMA

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

OCT 04 2016

Subject: FY14 Pre-Disaster Mitigation – Competitive (PDMC) Grant Program
Award Agreement #EMB-2015-PC-0002
Amendment #1
PDMC-PI-01-NH-2014-001 – Local HMP
PDMC-MC-01-NH-2014-013 – HMA Management Costs

Dear Mr. Plummer:

This letter serves as official notification from FEMA that your request to extend the period of performance for the FY14 PDMC award, #EMB-2015-PC-0002, has been approved. The new period of performance is April 21, 2014 through September 30, 2017.

Please note that this extension is for projects previously identified and in progress and no new projects as part of this grant will be considered. Timely submission of performance reports through eGrants and financial reports through the Payment and Reporting System (PARS) are required through your extension period.

If you have any questions please feel free to contact me or Kerri-Ann Tirrell, Grants Management Specialist, at 617-956-7542 or kerri-ann.tirrell@fema.dhs.gov.

Sincerely,

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

Paul F. Ford
Regional Administrator

PFF/kat

cc: Heather Dunkerley, NH HSEM
Richard Verville, FEMA R-1



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

RQ# 155652

May 13, 2015

GC# 115
06-10-2015

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, requests authorization to enter into a grant agreement with the Central NH Regional Planning Commission (CNHRPC) (VC#154613-B001), for a total amount of \$27,000.00 to provide technical assistance to the communities of Canterbury, Hillsborough, Hopkinton, and Loudon for updating their respective local hazard mitigation plans. Effective upon Governor and Council approval through September 30, 2016. Funding source: 100% Federal Funds.

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

02-23-23-236010-43930000	Dept. of Safety	HSEM	Pre-Disaster Mitigation
072-500574 Grants to Local Gov't. - Federal			\$27,000.00
Activity Code: 23PDM14 4393			

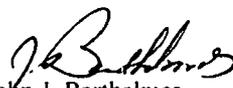
Explanation

The grant listed above is funded from the FFY 2014 Pre-Disaster Mitigation Competitive (PDMC) Grant Program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDMC Grant Program provides funding to sub-grantees for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDMC funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. Notification of this program is made to every community by email and by letter sent to the chief elected official of each community.

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

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

Respectfully submitted,

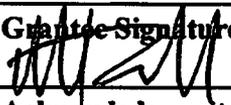
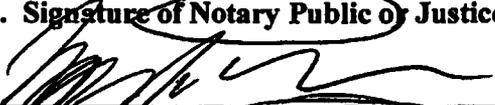
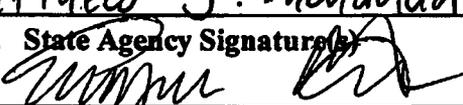
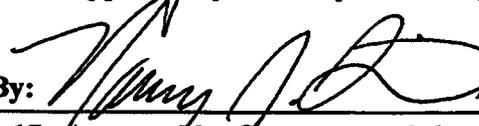

John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

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 Central NH Regional Planning Commission VC: 154613-B001		1.4. Grantee Address 28 Commercial Street, Concord, NH 03301	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2016	1.7. Audit Date N/A	1.8. Grant Limitation \$27,000.00
1.9. Grant Officer for State Agency Elizabeth R. Peck		1.10. State Agency Telephone Number (603) 223-3655	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Michael Tardiff, Ex. Director	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 4/23/15, 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 <u>he</u> 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 Matthew J. Mahan Comm Ex. 3 April, 2018			
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: 5/18/2015			
1.17. Approval by Governor and Council By: _____ On: / /			

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 107-C, 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").

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

- 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:
- 17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and 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 18.1 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 intend 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.

EXHIBIT A

SCOPE OF WORK

1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) (hereinafter referred to as "the State") is awarding the Central New Hampshire Regional Planning Commission (hereinafter referred to as "the Grantee") \$27,000.00 within the Pre-Disaster Mitigation Grant Program

"The Grantee" proposes to use the above referenced funding to provide planning support to the Towns of Canterbury, Hillsborough, Hopkinton Loudon and the update to their respective Local Hazard Mitigation Plan(s).

"The Grantee" agrees that the period of performance ends on September 30, 2016 and that the final plan(s) is/are formally approved and completed. All completed invoices will be sent to "the State" by October 29, 2016, 30 days after the period of performance ends.

2. **PROJECT REVIEW AND CONDITIONS**

"The Grantee" shall submit quarterly progress reports, a draft and final local updated hazard mitigation plan(s). The quarterly progress reports shall begin being submitted with the quarter ending June 30, 2015. These reports shall continue until the project is completed.

"The Grantee" agrees to submit a draft plan(s) to HSEM, electronically, for review and comment. HSEM will then submit the plan(s) to FEMA Region 1 for review and approval.

"The Grantee" further agrees to address all required revisions arising from HSEM and FEMA reviews and resubmitted the revised draft plan(s) to HSEM.

"The Grantee" agrees to provide the formally approved plan(s) to HSEM in electronic format, via compact disk, upon receipt of the FEMA formal approval letter.

"The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

"The Grantee" is responsible for the 25% cost share, which is \$9,000.00.

"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 "the Grantee" shall maintain documentation of the 25% cost share required by this grant and agreed upon by "The Grantee".

Grantee Initials _____ Date MT
Page 4 of 6 _____ 4/23/15

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

	<u>Applicant Share</u>	<u>Grant (Federal Funds)</u>	<u>Cost Totals</u>
Project Cost	\$9,000.00	\$27,000.00	\$36,000.00
Column Totals	\$9,000.00	\$27,000.00	\$36,000.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: PDMC-PL-01-NH-2014-001-Local HMP			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			

2. FEE SCHEDULE

The Grantee” agrees the total payment by “the State” under this grant agreement shall be up to, but will not exceed, \$27,000.00

“The State” shall reimburse up to \$27,000.00 to “the Grantee” upon “the State” receiving appropriate documentation of expended funds from “the Grantee”.

Should “the Grantee” 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 expenditures must be provided back to “the State” within thirty (30) days of receipt.

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

Grantee Initials _____

Date

MT
4/23/15

EXHIBIT C

SPECIAL PROVISIONS

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to "the Grantee" must be returned to the Department of Safety, Division of Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to "the Grantee" must be expended within thirty (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 (\$750,000). 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.

Grantee Initials _____

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Date

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4/23/15