



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 25, 2019

His Excellency, Governor Christopher T. Sununu
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 **retroactively** amend the grant agreement (PO#1052071) with the Town of Gorham (VC#177396-B002)) by changing the end date **only** from March 24, 2019, to March 24, 2020, for completion of the project replacing an undersized culvert on Spring Road. The grant was initially approved by the Governor and Executive Council on August 24, 2016, Item #62. Effective upon Governor and Council approval through March 24, 2020. Funding source: 100% Federal Funds.


Explanation

This amendment is **retroactive** due to an unavoidable delay in receipt of the extension approval letter from the Federal Emergency Management Agency (FEMA). Consequently, the grant amendment was received from the community after the deadline for the Governor and Executive Council meeting agenda prior to the original period of performance end date of March 24, 2019.

This request for an extension is needed due to the occurrence of two severe storm events in 2017 and key personnel turnover, which resulted in a delay of project completion. It was determined that an extension to March 24, 2020, approved by Governor and Executive Council, would be necessary in order to complete their project. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was agreed 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

Grant Agreement Amendment
Hazard Mitigation Grant Program – CFDA #97.039
Extension of Performance Period

Town of Gorham (Subrecipient)

It is hereby agreed that the grant agreement (PO#1052071) approved by the Governor and Executive Council on August 24, 2016, Item #62, between the Town of Gorham as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for implementation of projects identified through the evaluation of natural hazards is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from March 24, 2019 to March 24, 2020.

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 March 24, 2020 and that a final performance and expenditure report will be sent to "the State" by April 24, 2020.

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on August 24, 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 Gorham (Subrecipient)

By (signature): Mark S. Shea

By (signature): _____

Print Name: Mark S. Shea

Print Name: _____

Title: Town Manager

Title: _____

By (signature): _____

By (signature): _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Subrecipient Initials

MS

Date 2/20/19

State of: New Hampshire

County of: COOS

Upon this date: FEBRUARY 20, 2019, before me, SUSAN J. BOLASH,
(print name of notary/justice of the peace)

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

Mark S. Shea, _____,

_____ 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:

Susan J. Bolash
Signature of Notary Public/Justice of the Peace

(Seal)

10/29/2019
Commission Expiration

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

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

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

By: James E. Smith, Assistant Attorney General, on 3/14/2019

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____

Subrecipient Initials (me)

Date 2/20/19



FEMA

February 12, 2019

Perry Plummer
Governor's Authorized Representative
Director
New Hampshire Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4209-DR-NH
Hazard Mitigation Grant Program
Catalog of Federal Domestic Assistance No. 97.039
Project Completion Deadline and Period of Performance Extension

Dear Director Plummer:

The Federal Emergency Management Agency has approved the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management ("Recipient") request to extend the deadline for completing Hazard Mitigation Grant Program ("HMGP") projects under major disaster declaration FEMA-4209-DR-NH. The new deadline for HMGP project completion is March 24, 2020, which, in turn, extends the period of availability for management costs until September 20, 2020. The grant period of performance, therefore, currently ends on September 20, 2020.

Upon expiration of the HMGP period of performance, the Recipient must submit all required financial, performance, equipment, and other reports and take the other actions detailed at 2 C.F.R. § 200.343 and the *Hazard Mitigation Assistance Unified Guidance* (2015) by December 19, 2020, which is 90 days after the grant period of performance. You are reminded that the Recipient must continue to submit timely financial status and performance reports through the grant period of performance and that this extension does not change the approved scopes of work for any project under the HMGP grant or the amount of the Federal award.

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
Mitigation Division Director
FEMA Region I

cc: Whitney Welch, Assistant Planning Chief, NH HSEM

MINUTES OF SELECTMAN'S MEETING

TOWN OF GORHAM

MONDAY JANUARY 14, 2019, 6:00 PM

TOWN HALL CONFERENCE ROOM

GORHAM SELECTMEN PRESENT: Mike Waddell, Adam White, Judy Leblanc

ALSO PRESENT: Town Manager Mark Shea, Denise Vallee, Edith Tucker, Fire Chief Jay Watkins, Michelle Lutz, Nick Santy, Heather Gagnon, Phil Cloutier, Matt Dustin, Carol Porter

1. Call to Order 6:00 PM

Chairman Waddell called the meeting to order at 6:00 PM

2. New Business:

a) Chief James Watkins and Rescue Staff (Santy, Gagnon, Cloutier & Dustin) performance recognition

Chief Watkins presented Nick Santy, Heather Gagnon, Phil Cloutier, and Matt Dustin with blue stork pins. There were dispatched to an EMS call on December 27 at 3 am for a woman in labor where delivery was imminent. It was determined the delivery needed to happen in the home and a healthy baby boy was born with the assistance of these EMS personnel. Chairman Waddell also presented them with certificates.

b) Abatement Request (1), Corrections and Waiver (1)

At this time Town Clerk/ Tax Collector Carol Porter advised the board that PSNH sold nine properties to HSE Hydro. The tax bills were sent to PSNH and it was only after the town started inquiring as to why payment had not been received that they were advised the properties had been sold. HSE has paid the tax bills but is asking the town to waive the interest which amounts to about \$96. It was determined the information had not been updated.

Selectman White made a motion to not charge interest to HSE Hydro. The motion was seconded by Selectman Leblanc. All voted in favor.

b) Approval of Minutes (December 27, 2018 Regular Meeting, December 17, 2018 Non-Public session 1 and 2)

Selectman Leblanc made a motion to approve the non-public minutes for December 27, 2018 from before and after the public meeting. The motion was seconded by Selectman White. All voted in favor.

Selectman White made a motion to accept the public meeting minutes for December 27, 2018 and December 17, 2018. The motion was seconded by Selectman Leblanc. All voted in favor.

c) Town Manager's Report-

Town Manager Shea advised the board his weekly report will include weekly reports from the department heads, which will start in February.

~~Selectman White made a motion to authorize the town manager to process and execute all grant agreements and process financial reports and other required documentation thereto. The motion was seconded by Selectman Leblanc. All voted in favor.~~

Town Manager Shea asked the board to review the draft warrant articles he gave them.

Town Manager Shea and the board discussed drafting their letters for the town report.

Diane Bouthot asked for the paperwork about the budget that Edith had been given, which will be provided to her.

6. Non-Public Session: RSA 91-a:3, II, b, d, e (if needed)

Selectman White made a motion to go into non-public session under RSA 91-a:3, II e. The motion was seconded by Selectman Leblanc. Selectman white-aye, Selectman Leblanc-aye, Chairman Waddell-aye.

8. Adjournment:



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.

Participating Member: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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	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)	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: <div style="border: 1px solid black; padding: 2px; display: inline-block;">Any auto</div>			Combined Single Limit (Each Accident)	
	Workers' Compensation & Employers' Liability			Statutory	
Each Accident					
Disease - Each Employee					
Disease - Policy Limit					
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			By: <i>Tammy Downer</i>
			Date: 6/25/2018 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-226-2841 phone 603-228-3833 fax

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CERTIFICATE OF COVERAGE

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Each member of Primex² is entitled to the categories of coverage set forth below. In addition, Primex² 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 Primex², including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex² 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 Primex². 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.

Participating Member: Primex3 Members as per attached Schedule of Members Workers' Compensation Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ² Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Coverage Category	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Coverage Details												
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)												
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Any auto</div>			Combined Single Limit (Each Accident) Aggregate												
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 60%;">Statutory</td> <td style="width: 30%; text-align: right;">\$2,000,000</td> </tr> <tr> <td></td> <td>Each Accident</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td></td> <td>Disease - Each Employee</td> <td></td> </tr> <tr> <td></td> <td>Disease - Policy Limit</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	Statutory	\$2,000,000		Each Accident	\$2,000,000		Disease - Each Employee			Disease - Policy Limit	
<input checked="" type="checkbox"/>	Statutory	\$2,000,000													
	Each Accident	\$2,000,000													
	Disease - Each Employee														
	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: NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	Additional Covered Party	Loss Payee	Primex² - NH Public Risk Management Exchange By: <i>Tommy Danner</i> Date: 12/17/2018 tdanner@nhprimex.org Please direct inquiries to: Primex ² Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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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

RD# 169579

August 1, 2016

GC# 62

08-24-2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301Requested 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 Gorham (VC#177396-B002) for a total amount of \$213,289.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through March 24, 2019. Funding source: 100% Federal Funds.

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

02-23-23-236010-29200000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574 Grants-Federal - Grants to Local Gov't - Federal			\$213,289.00
Activity Code: 23DR4209HM			

Explanation

The Town of Gorham proposes to install a partially buried culvert which will solve the Spring Road washout issue by creating a passage large enough to allow 100 year storm events to pass. The Spring Road culvert will be approximately twelve (12) to fourteen (14) feet wide within an approximate height of seven (7) feet with concrete wing walls. The roadway will be elevated to accommodate the size of the culvert of which will be determined during final design. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-recipients) 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 for the 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. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Sub-Recipient 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. Sub-recipient Name Town of Gorham (VC# 177396-B002)		1.4. Sub-recipient Tel. #/Address 603-466-3322 20 Park Street, Gorham, NH 03581	
1.5 Effective Date G&C Approval	1.6. Account Number 2920000	1.7. Completion Date March 24, 2019	1.8. Grant Limitation \$ 213,289.00
1.9. Grant Officer for State Agency Elizabeth R. Peck, Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 223-3655	
"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. State Agency Signature 		1.12. Sub-recipient Signature GRACE E. LAPORRE, CHAIRMAN TERRY OLIVER, SELECTMAN PATRICK D. LEFEBVRE, SELECTMAN	
1.13. Acknowledgment: State of New Hampshire, County of COOS, on June 1, 2019, 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. Notary Signature 		Robin L. Frost, Notary Public My Commission Expires April 18, 2017	
1.13.2. Notary Title ROBIN L. FROST, NOTARY PUBLIC			
1.14. State Agency Signature(s) By:  On: 8/10/16		1.15. Name & Title of State Agency Signor(s) 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: 8/16/16			
1.17. Approval by Governor and Council (if applicable) 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 Sub-Recipient identified in block 1.3 (hereinafter referred to as "the Sub-Recipient"), 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 Sub-Recipient 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 Sub-Recipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Sub-Recipient 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 Sub-Recipient for all expenses, of whatever nature, incurred by the Sub-Recipient in the performance hereof, and shall be the only, and the complete, compensation to the Sub-Recipient for the Project. The State shall have no liabilities to the Sub-Recipient 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 SUB-RECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Sub-Recipient 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 Sub-Recipient, 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 Sub-Recipient 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 Sub-Recipient's normal business hours, and as often as the State shall demand, the Sub-Recipient shall make available to the State all records pertaining to matters covered by this Agreement. The Sub-Recipient 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, "Sub-Recipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Sub-Recipient in block 1.3 of these provisions
8. **PERSONNEL.**
 - 8.1. The Sub-Recipient shall, at its own expense, provide all personnel necessary to perform the Project. The Sub-Recipient 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 Sub-Recipient shall not hire, and it shall not permit any subcontractor, Sub-Recipient, 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 Sub-Recipient 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 Sub-Recipient notice of such termination.
11. **EVENT OF DEFAULT; REMEDIES.**
 - 11.1. Any one or more of the following acts or omissions of the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient notice of termination; and
 - 11.2.2 Give the Sub-Recipient 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 Sub-Recipient during the period from the date of such notice until such time as the State determines that the Sub-Recipient has cured the Event of Default shall never be paid to the Sub-Recipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient from any and all liability for damages sustained or incurred by the State as a result of the Sub-Recipient'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 Sub-Recipient hereunder, the Sub-Recipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Sub-Recipient, 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. **SUB-RECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Sub-Recipient, its employees, and any subcontractor or Sub-Recipient of the Sub-Recipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Sub-Recipient nor any of its officers, employees, agents, members, subcontractors or Sub-Recipients, 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 Sub-Recipient 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 sub granted by the Sub-Recipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Sub-Recipient 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 Sub-Recipient or subcontractor, or Sub-Recipient or other agent of the Sub-Recipient. 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.** The Sub-Recipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, Sub-Recipient 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 Sub-Recipient.
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.

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 Gorham (hereinafter referred to as "the Subrecipient") \$213,289.00 within the Hazard Mitigation Grant Program.

"The Subrecipient" proposes to install a partially buried culvert approximately 12-14 feet wide within an approximate height of 7 feet with concrete wing walls. The roadway will be elevated to accommodate the size of the culvert of which will be determined during final design.

"The Subrecipient" agrees that the period of performance ends March 24, 2019 and that a final performance and expenditure report will be sent to "the State" by April 23, 2019, 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, drafts, and final updated local hazard mitigation plans for the three communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within 15 days after the end of a quarter, and shall continue until the project is completed.

"The Subrecipient" is responsible for the 25% cost share, which is \$71,096.00.

"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.) 

2.) 

3.) 

Date: 
Page 4 of 6

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 71,096.00	\$ 213,289.00	\$ 284,385.00
Column Totals	\$ 71,096.00	\$ 213,289.00	\$ 284,385.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title and number: FEMA-4209-DR-NC-1343-R			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.039 (HMGP)			
Applicant's Data Universal Numbering System (DUNS): 837888437			

2. FEE SCHEDULE

The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to, but will not exceed \$213,289.00.

"The State" shall reimburse up to \$213,289.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds 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 expenditures 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 requests may be requested contingent upon documented expenditure of previous paid amounts.

Subrecipient Initials:

1.)



2.)



3.)



Date: 6-13-16

EXHIBIT C

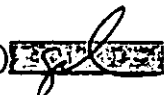
SPECIAL PROVISIONS

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 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 Subrecipient" must be expended within 30 days of receiving the advanced funds.
4. The "Subrecipient" agrees to have an audit conducted in compliance with 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 (\$750,000.00). 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 2 CFR. "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.)



2.)



3.)



Date

