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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

Retroactive

January 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, requests authorization to **retroactively** amend the grant agreement (PO #1023306) with the Town of Carroll (VC#154825-B001) Carroll, NH. The grant was initially approved by the Governor and Council on June 6, 2012, Item #149. This amendment is to extend the period of performance from September 9, 2013 to September 9, 2014. No other provisions will be changed. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

This item is **retroactive** due to unanticipated delays in the processing of this grant amendment. After being notified by the Town of Carroll that their contractor was unable to complete the local hazard mitigation plan project by September 9, 2013, the Division requested an extension of the FFY 2010 Pre-Disaster Mitigation Competitive (PDMC) grant's period of performance from FEMA. Once approved, HSEM worked with the Town to complete the necessary amendment. After the grant amendment had completed the preparation/approval process between HSEM and the Town, it was discovered that the amendment's extended completion date was incorrect. Upon this discovery, HSEM immediately corrected the date and returned the grant amendment for acceptance and approval per Carroll's municipal process. A comprehensive internal review process has been established to ensure grant agreements are not only processed in a timely manner, but are 100% accurate.

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

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

Town of Carroll (Sub-Grantee)

It is hereby agreed that the initial Grant Agreement (PO#1023306), approved by the Governor and Executive Council on June 6, 2012, Item #149, between the Town of Carroll as "Sub-Grantee" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for the update of the Local Hazard Mitigation Plan is retroactively amended as follows:

1. General Provisions, Section 1.6, Completion Date
   Delete in its entirety and replace with:
   September 9, 2014

2. Exhibit A, Scope of Services, Number 3
   Delete item three (3) in its entirety and replace with:
   The Town of Carroll agrees that the project grant period ends September 9, 2014.

3. All other provisions of the Grant Agreement, approved by the Governor and Executive Council on June 6, 2012, shall remain in full force and effect.

EFFECTIVE DATE OF THE GRANT 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 Carroll (Sub-grantee)

By (signature): _____
Print Name: PAUL BUSSIERE
Title: Select man

By (signature): _____
Print Name: WILLIAM DOWLING
Title: Selectman

By (signature): _____
Print Name: BONNIE J. MORONEY
Title: Selectman

Grantee Initials PAB, WD, BJM
Date 12/18/13

State of: New Hampshire County of: Coos

As Notary Public/Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE,

Upon this date: December 16, 2013, before me (print full name of notary/ ~~Justice of the Peace~~) Rebecca Pederson the undersigned officers personally appeared Paul Crissie William Dowling Bonnie Mooney known to me (or satisfactory 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)

Apr 17, 2015
Commission Expiration

REBECCA J. PEDERSON
MY COMMISSION EXPIRES APR. 14, 2015
NOTARY PUBLIC
NEW HAMPSHIRE

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

By (signature): _____
Elizabeth Bielecki, Director of Administration

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

By: _____, Assistant Attorney General, on 1/24/2014.

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.

Grantee Initials PAC, BJD
Date 12-16-13

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

FEMA

June 6, 2013

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

Subject: FY 2010 Pre-Disaster Mitigation – Competitive Grant Award (PDMC)
Agreement #EMB-2010-PC-0005
(PDMC-PL-01-MA-2010-007)

Dear Director Plummer:

This letter serves as official notification from FEMA that your request to extend the period of performance for the FY10 PDMC award, # EMB-2010-PC-0005, has been approved. The new period of performance is September 7, 2010 through September 9, 2014.

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 financial status reports and performance reports, through E-grants are to be submitted through your extension period.

If you have any questions please feel free to contact me or Patrick Mooney, Grants Management Specialist, at 617-832-4798.

Sincerely,

Paul F. Ford
Acting Regional Administrator

PFF/pwm

cc: Beth Peck, NH HSEM
Stephanie Leydon, FEMA R-1

U.S. Department of Homeland Security
Grant Programs Directorate

GRANT ADJUSTMENT NOTICE

1. GRANTEE NAME AND ADDRESS (Including Zip Code) New Hampshire Department of Safety Homeland Security and Emergency Management 33 Hazen Drive Concord, NH 03305	3. GRANT NUMBER EMB-2010-PC-0005
	4. ADJUSTMENT NUMBER 1
1A. GRANTEE IRS/VENDOR NUMBER 026000618	5. DATE 06/06/13
2. PROJECT TITLE FY 2010 PreDisaster Mitigation Grant	6. GRANT MANAGER Stephanie Leydon

SECTION I. DEOBLIGATIONS & REOBLIGATIONS

7. ACCOUNTING CLASSIFICATION CODE FISCAL YEAR / FUND CODE / BUD. ACT. / OFC. / DIV.REG. / SUB. / MBO	9. PREVIOUS GRANT AWARD AMOUNT $ 751,965.95
	10. DEOBLIGATION AMOUNT $
DOCUMENT CONTROL NUMBER	11. ADJUSTED AWARD AMOUNT $ 751,965.95

SECTION II. CHANGES

12. CHANGE GRANT MANAGER	FROM:_____	TO:_____
13. CHANGE GRANT PERIOD	FROM: 09/07/2010-09/09/2013	TO: 09/07/2010-09/09/2014

SECTION III. OTHER ADJUSTMENTS & INFORMATION

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This grant adjustment notice extends the grant period as indicated above.

The grantee is reminded to submit all financial status reports and project progress reports to facilitate the drawdown of funds.

15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Paul F. Ford, Acting Regional Administrator	16. SIGNATURE OF AUTHORIZED OFFICIAL

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: ***All Members List Attached***	***Companies Affording Coverage (the "Companies"):*** Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617

Coverage (0ccurrence basis only):	***Effective Date (mm/dd/yy)***	***Expiration Date (mm/dd/yy)***	***Limits (subject to applicable NH statutory limits)***	
☒ General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	$5,000,000
			General Aggregate	$
			Personal & Adv Injury	$
			Med Exp (any one person)	$
			Products –Comp/Op Agg	$
			Fire Damage (each fire)	$
☒Automobile Liability (Member Agreement Section III.A) □ Any Auto □ All Owned Autos □ Scheduled Autos □ Hired Autos □ Non-Owned Autos □ Other _____	7/1/2013	6/30/2014	Each Occurrence	$5,000,000
			Bodily Injury (per person)	$
			Bodily Injury (per accident)	$
			Property Damage (per accident)	$
☐Excess Liability			Each Occurrence	$ N/A
			Aggregate	$ N/A
☒Property (All Risk including Theft) (Member Agreement Section I)Deductible: $1,000	7/1/2013	6/30/2014		$Per scheduled limits and Member Agreement
☐Workers Compensation (Coverage A) Employers' Liability (Coverage B)			□ Statutory / Cov. A	
			Each Accident / Cov. B	$ 2,000,000
			Disease – Each Employee	$ 2,000,000
			Disease – Policy Limit	$ 2,000,000

Description: Proof of Coverage.

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	□ **Additional Covered Party**	□ **Loss Payee, as his, her or its interests appear**

Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*

Certificate Holder:	**Companies**	*Please direct inquiries to:*
State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	**By:** Debra A. Lewis Authorized Representative **Date Issued:** 7/1/2013	*Debra A. Lewis* *603.226-1322* *x3332*

Terms in quotes are defined in the Member Agreement.

573990v1

Property Liability Members as of July 1, 2013 - June 30, 2014

MemberID	MemberSortName
ACSC	Academy for Science & Design
ACWO	Town of Acworth
ALBA	Town of Albany
ALEX	Town of Alexandria
ALLE	Town of Allenstown
ALLS	Allenstown School District
ALTO	Town of Alton
ANDO	Town of Andover
ANTR	Town of Antrim
ASPD	Ashuelot Pond Dam Village District
ATKI	Town of Atkinson
AVRR	Androscoggin Valley Regional RDD
BARN	Town of Barnstead
BARP	SAU #86 - Barnstead
BARR	Town of Barrington
BART	Town of Bartlett
BARV	Bartlett Village Water Precinct
BARW	Bartlett-Jackson Ambulance
BATH	Town of Bath
BCCD	Belknap County Conservation Dist
BCEP	BCEP Solid Waste
BENN	Town of Bennington
BENT	Town of Benton
BETH	Town of Bethlehem
BETV	Bethlehem Village District
BIRC	The Birches Academy
BRAD	Town of Bradford
BREN	Town of Brentwood
BRES	Brentwood School District
BROK	Town of Brookfield
BROL	Town of Brookline
BROS	Brookline School District
CAMS	Campton School District
CAMT	Campton Thornton Fire Dept
CAMV	Campton Village Precinct
CANT	Town of Canterbury
CAPM	Capital Area Fire Mutual Aid
CART	Town of Carroll
CEHA	Town of Center Harbor
CENO	Center Ossipee Fire Precinct
CENS	Central NH Special Operations Unit
CHAR	Town of Charlestown
CHAT	Town of Chatham
CHES	Town of Chester
CHET	Town of Chesterfield
CHFI	Chesterfield Fire Precinct

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
Primex³ Members as per attached Schedule of Members Property & Liability Program		NH Public Risk Management Exchange - Primex³ 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	
	General Liability (Occurrence Form) **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	
				General Aggregate	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate	
X	**Workers' Compensation & Employers' Liability**	1/1/2014	1/1/2015	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:

Description: Proof of Primex coverage only.

CERTIFICATE HOLDER:	☐ Additional Covered Party	☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: Tammy Denver
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 1/2/2014 tdenver@nhprimex.org Please direct inquires to: **Primex³ Risk Management Services** **603-225-2841 phone** **603-228-0650 fax**

Pittsburg School District	823
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
Portsmouth Housing Authority	572
Precinct/Haverhill Corner	544
Rockingham Regional Planning Commission	563
Salem Housing Authority	521
Sandown Public Library	575
SAU 7 Office	817
SAU 13 Office	837
SAU 19 Office	748
Somersworth Housing Authority	533
Southeast Regional Refuse Dist 53-B	536
Southern New Hampshire Planning Commission	525
Southwest New Hampshire District Fire Mutual Aid	538
Southwest Region Planning Commission	566
Stewartstown School District	790
Strafford County	605
Strafford Regional Planning Commission	562
Stratton Free Library	564
Sullivan County	606
Swains Lake Village District	552
Tamworth School District	836
Town of Acworth	100
Town of Albany	101
Town of Alexandria	102
Town of Allenstown	103
Town of Alstead	104
Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Auburn	111
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Bedford	116
Town of Belmont	117
Town of Bennington	118
Town of Bethlehem	119
Town of Boscawen	122
Town of Bow	123
Town of Brentwood	125
Town of Bristol	127
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Candia	132
* Town of Carroll *	134
Town of Chesterfield	139
Town of Clarksville	142
Town of Colebrook	143
Town of Conway	146
Town of Cornish	147
Town of Croydon	148
Town of Dalton	149
Town of Deerfield	152
Town of Deering	153
Town of Dummer	158
Town of Dunbarton	159
Town of Durham	160
Town of East Kingston	161
Town of Easton	162

HSEM-PDM-03-2012-05

HC to Dott 5-23-12

State of New Hampshire

G&C 6.06.12
#149

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

RQ# 128651

JOHN J. BARTHELMES
COMMISSIONER

May 4, 2012

His Excellency, Governor John H. Lynch
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 Town of Carroll (VC#154825-B001), Carroll, NH for a total amount of $5,000.00 for updating their local hazard mitigation plan. Effective upon Governor and Council approval through September 9, 2013. Funding source: 100% Federal Funds.

Funding is available in the SFY 2012 operating budget as follows:

02-23-23-236010-43930000	Dept. of Safety	HSEM	Pre-Disaster Mitigation
072-500574 Grants to Local Gov't. - Federal			$5,000.00
ctivity Code: 23PDM10 4393			

Explanation

The grant listed above is funded from the FFY 2010 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 Exhibit A 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 RQ# 128651

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 Town of Carroll		**1.4. Grantee Address** 92 School Street, Twin Mountain, NH 03595	
1.5. Effective Date G&C Approval	**1.6. Completion Date** September 9, 2013	**1.7. Audit Date** N/A	**1.8. Grant Limitation** $5,000.00
1.9. Grant Officer for State Agency Lance D. Harbour		**1.10. State Agency Telephone Number** (603) 223-3633	
"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 Bonnie J. Moroney		**1.12. Name & Title of Grantee Signor 1** Selectman	
Grantee Signature 2 Mark Cota		**Name & Title of Grantee Signor 2** Select Board	
Grantee Signature 3 William Kenney		**Name & Title of Grantee Signor 3** Selectman	
1.13. Acknowledgment: State of New Hampshire, County of Coos, **on** Monday, 3/12/12, **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) Marjclare H. Quigley			
1.13.2. Name & Title of Notary Public or Justice of the Peace Marjclare H. Quigley, Notary Public			
1.14. State Agency Signature(s) Wesley J. Colby		**1.15. Name & Title of State Agency Signor(s)** Wesley J. Colby, Director of Administration	LHR
1.16. Approval by Attorney General (Form, Substance and Execution) By: Assistant Attorney General, On: 5/2/2012			
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 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").

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.

EFFECTIVE DATE; COMPLETION OF PROJECT.

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").
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").

GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
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.
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. 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.

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.

RECORDS and ACCOUNTS.

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.

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.

PERSONNEL.

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.

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.

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.

DATA; RETENTION OF DATA; ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, forms, 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:

17.1.1 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 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 [illegible]

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials BJ MC

Date 3/12/12

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is awarding the Town of Carroll $5,000.00 to update their Local Hazard Mitigation Plan.

2. Products will include quarterly project progress reports, a draft and final local updated hazard mitigation plan. The draft plan will be submitted to HSEM electronically for review and comment. HSEM will then submit the plan to FEMA Region 1 for review and comment.

   Comments resulting from these reviews shall be addressed by the Town and resubmitted to HSEM for FEMA conditional approval prior to local adoption of the final plan. The Town of Carroll agrees to provide the above final adopted plan to HSEM in the following format: 1 printed copy and 1 electronic copy, via compact disk.

3. The Town of Carroll agrees that the project grant period ends September 9, 2013.

4. The Town of Carroll agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

5. The Town of Carroll shall maintain financial records, supporting documents, and all other pertinent records for a period of four (4) years from the grant period end date. In these records, the Town of Carroll shall maintain documentation of the 25% cost share required by this grant and agreed upon by the Town.

Grantee Initials BG MC Date 3/12/12

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$1,667.00	$5,000.00	$6,667.00
The Project Cost is 75% Federal Funds, 25% Applicant Share.			

2. PAYMENT SCHEDULE

a. The Town of Carroll agrees the total payment by HSEM under this grant agreement shall be $5,000.00.

b. HSEM shall reimburse $5,000.00 to the Town of Carroll upon HSEM receiving appropriate documentation of expended funds from the Town of Carroll.

c. HSEM may advance funds to the Town of Carroll in accordance with the procedures outlined in the Grant Administration Plan.

Grantee Initials _____ _____ _____ Date 3/12/12

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. The Town of Carroll 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 Town of Carroll 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 Department of Safety, Division of Homeland Security and Emergency Management.

   Additionally, they have or will notify their auditor of the above requirements prior to performance of the audit. They 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. They will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 4 years from the end of this audit period.

Grantee Initials BG MC Date 3/12/12

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.