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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

August 25, 2014

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), requests authorization to amend the grant agreement (PO#1034092) with SAU#59 Winnisquam Regional School District (VC#177201-B003) to enhance the physical security of six (6) schools. This amendment will extend the completion date **only** from September 30, 2014 to September 30, 2015. The grant was initially approved by the Governor and Executive Council on November 20, 2013, Item # 65. Effective upon Governor and Council approval. Funding source: 100% Federal Funds.

Explanation

This request for an extension is needed because the grant project startup was delayed due to the time it took to receive FEMA's approval on the Environmental and Historic Preservation (EHP) screening relative to the historic nature of the building. Additionally, the SAU's bidding process was longer than planned due to all initial bids received were higher than the project budget thus requiring a revised scope of the project. After updated bids were received, a contractor was selected. It was agreed that a request for an extension to September 30, 2015 through Governor and Executive Council, if approved, would allow the SAU sufficient time to complete their project. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was determined that the date extension will not affect Federal funding.

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

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

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

School Administrative Unit (SAU) #59/Winnisquam Regional School District (Grantee)

It is hereby agreed that the grant agreement (PO#1034092) approved by the Governor and Executive Council on November 20, 2013, Item #65, between the School Administrative Unit #59/ Winnisquam Regional School District as “Grantee” and the Department of Safety, Division of Homeland Security & Emergency Management as “State” for emergency preparedness capabilities and enhancements is amended as follows:

1. GENERAL PROVISIONS, Section 1.6, Completion Date;

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

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

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

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

3. All other provisions of the grant agreement, approved by the Governor and Executive Council on November 20, 2013 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:

School Administrative Unit (SAU) #59/Winnisquam Regional School District (Grantee)

By (signature): *Cheryl Somma*

By (signature): _____

Print Name: Cheryl Somma

Print Name: _____

Title: Business Administrator

Title: _____

By (signature): _____

By (signature): _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Grantee Initials *CS*

Date 7/30/14

State of: New Hampshire

County of: Bellknop

Upon this date: 7/30/2014, before me, Adele Chertoff,
(print name of notary/justice of the peace)

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

Cheryl Somma, _____,

_____ 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:

Adele Chertoff
Signature of Notary Public/Justice of the Peace

(Seal) **ADELE CHERTOFF, Notary Public**
My Commission Expires January 11, 2017

Commission Expiration

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

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

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

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

Approval by State of New Hampshire Governor and Executive Council:

By: _____, on _____.

Grantee Initials CS

Date 7/30/14

MINUTES
WINNISQUAM REGIONAL SCHOOL BOARD MEETING
April 21, 2014

SCHOOL BOARD

Mike Gagne, Chairperson
Jasen Stock
Wayne Crowley
Tom Fulweiler
Sean Goodwin
Tim Lang
Julie Lonergan
Patricia Sawicki (absent)
Kevin Washburn

ADMINISTRATION

Dr. Tammy Davis, Superintendent
Cheryl Somma, Business Administrator
Dr. Pamela Miller, Assistant Superintendent
Lori Krueger, Director of Student Services

STUDENT COUNCIL REPRESENTATIVE

Maria Daneault

SECRETARY

Adele Chertoff

*Item 5.7
authorization for
grant submissions*

1.0 CALL TO ORDER

The April 21, 2014 meeting of the Winnisquam Regional School Board was called to order at 6:45 PM by Superintendent, Dr. Tammy Davis. The Pledge of Allegiance was recited.

1.0 Election of Board Officers

Motion: A motion was made by Mr. Goodwin and seconded by Mr. Washburn to nominate Mr. Gagne for School Board Chairperson.

Vote: Affirmative – Unanimous

Motion: A motion was made by Mrs. Lonergan and seconded by Mr. Lang to nominate Mr. Stock for School Board Vice Chairperson.

Vote: Affirmative – Unanimous

Motion: A motion was made by Mr. Lang and seconded by Mr. Stock to nominate Mr. Goodwin for SAU Board Chairperson.

Vote: Affirmative – Unanimous

Motion: A motion was made by Mr. Stock and seconded by Mr. Washburn to nominate Mrs. Lonergan for SAU Board Vice Chairperson.

Vote: Affirmative – Unanimous

2.0 PUBLIC COMMENT

Mrs. Nancy Court addressed the Board practice of not answering questions asked by the public during Public Comment. She said it would be more positive to have “give and take.” Chairman Gagne responded that questions are answered by the appropriate party if they have the information available. If not someone will get back with the answers usually within a day or two after the meeting.

3.0 SPECIAL REPORTS AND INFORMATIONAL ITEMS

3.1 Strategic Plan – Bill Bryan

Mr. Bryan reviewed the progress made on the Strategic Plan. He said the values, vision and mission were vetted at the community forum with a high positive response to those statements. He said the goal moving forward is to use the Board’s goals to come up with supporting measureable objectives for attainment. The goals are: 1.) Enhance Student Achievement, 2.) Optimize the Learning Environment, and 3.) Improve External Communications. Mr. Bryan gave the Board time to review the objectives and strategies for each of the three goals. He said once the strategies are brainstormed, there will be a timeline for implementation. Dr. Davis stated a draft will be ready for a community meeting which is planned to take place in August. Staff will also have an opportunity to examine the plan and it will come back to the Board in September or October. Mr. Bryan answered Board member’s questions.

4.0 CONSENT AGENDA

**Minutes of the Winnisquam Regional School Board
April 21, 2014 Meeting
Page 3**

Chairman Gagne presented the list of committee assignments and Board members signed up for open committee seats.

5.5 Budget Timeline and Budget Philosophy

Motion: A motion was made by Mr. Stock and seconded by Mr. Lang to accept the draft budget timeline for 2015-2016 and budget philosophy.

Vote: Affirmative – Unanimous

5.6 Appointment of School District Clerk, Deputy Treasurer and Treasurer

Motion: A motion was made by Mr. Stock and seconded by Mr. Lang to appoint Patricia Risley as School District Clerk.

Vote: Affirmative – Unanimous

Motion: A motion was made by Mr. Goodwin and seconded by Mr. Lang to appoint Curt McGee as School District Treasurer.

Vote: Affirmative – Unanimous

Motion: A motion was made by Mr. Lang and seconded by Mr. Goodwin to appoint Judith Gibbons as Deputy School District Treasurer.

Vote: Affirmative – Unanimous

5.7 Authorize Superintendent, Asst. Superintendent, and Business Administrator to Submit for State and Federal Grants

Motion: A motion was made by Mr. Crowley and seconded by Mr. Goodwin to authorize the Superintendent, Asst. Superintendent and Business Administrator to submit for state and federal grants.

Vote: Affirmative – Unanimous

5.8 Letters of Retirement

Motion: A motion was made by Mr. Crowley and seconded by Mrs. Lonergan to accept the letter of retirement from Jane Hanly with appreciation for her years of service to the district, effective June 30, 2015.

Vote: Affirmative – Unanimous

Motion: A motion was made by Mr. Stock and seconded by Mr. Washburn to accept the letter of retirement from Deborah Jurta with appreciation for her 21 years of service to the district, effective June 30, 2016.

Vote: Affirmative – Unanimous

Motion: A motion was made by Mr. Stock and seconded by Mrs. Lonergan to accept the letter of retirement from Karen Shackett with appreciation for her 26 years of service to the district, effective June 30, 2016.

Vote: Affirmative – Unanimous

5.9 Policies for Approval/Removal

KFAA – Public Conduct on School Property

Motion: A motion was made by Mr. Lang and seconded by Mr. Stock to remove policy KFAA.

Vote: Affirmative – Unanimous

IHAM – Health Education and Exemption from Instruction

Motion: A motion was made by Mr. Lang and seconded by Mr. Stock to approve policy IHAM as written and presented.

Vote: Affirmative – Unanimous

IHAM-R – Health and Sex Education Exemption: Opt-Out Form

Motion: A motion was made by Mr. Lang and seconded by Mr. Stock to approve policy IHAM-R as written and presented.

Vote: Affirmative – Unanimous

IHAMA – Teaching about Alcohol, Drugs and Tobacco

Motion: A motion was made by Mr. Lang and seconded by Mr. Stock to approve policy IHAMA as written and presented.

Vote: Affirmative – Unanimous

IHAMB – Teaching about Self-Protection



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: Primex ³ 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	
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2014	7/1/2015	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	\$
<input type="checkbox"/>	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
<input type="checkbox"/>	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	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Downer</i>
NH Dept of Safety Hazen Dr Concord, NH 03301			Date: 6/25/2014 tdowner@nhprimex.org
			Please direct inquires to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

SAU 55 Office	777	55
SAU 58 Office	830	58
SAU 67 Office	869	63
SAU 70 Office	845	70
Sawyer Lake Village District	401	
Seabrook School District	843	21
Seacoast Charter School	1201	
Shaker Regional School District	757	80
Sharon, Town Of	291	
Somersworth, City Of	293	
Souhegan Cooperative School District	778	39
South Hampton School District	844	21
Stark School District	831	58
Stoddard School District	854	24
Stoddard, Town Of	310	
Strafford Regional Planning Commission	562	
Strafford School District	944	44
Stratford School District	832	58
Stratham School District	821	
Sullivan County	608	
Surry, Town Of	305	
TEAMS Charter School	1212	
Timberlane Regional School District	775	55
Unity School District	945	6
Upper Valley/Lake Sunapee Regional Planning Commission	570	
Warren School District	767	23
Weare School District	759	24
White Mountains Regional School District	811	36
Wilton-Lyndeborough Cooperative School District	783	63
Windham School District	771	28
Windham, Town Of	329	
Winnacunnet Cooperative School District	806	21
Winnisquam Regional School District	764	59
Wolfeboro, Town Of	331	
Woodstock, Town Of	332	



* Denotes Additional Insured

New Hampshire Public Risk Management Exchange
Schedule of Members
Property & Liability Program
As of July 1, 2014



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Primex ³ Members as per attached Schedule of Members Property & Liability Program				NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence	
				General Aggregate	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto				Combined Single Limit (Each Accident) Aggregate	
X	Workers' Compensation & Employers' Liability	7/1/2014	7/1/2015	X	Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated) Deductible:	
Description: Proof of Primex coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
NH Dept of Safety Hazen Dr Concord, NH 03301			By: <i>Tammy Douc</i>
			Date: 6/26/2014 tdenver@nhprimex.org
			Please direct inquires to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

SAU 58 Office	830
SAU 61 Office	787
SAU 70 Office	845
Seabrook School District	843
Seacoast Charter School	1201
Shaker Regional School District	757
Souhegan Cooperative School District	778
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Stratford School District	832
Stratham School District	821
TEAMS Charter School	1212
Thornton School District	758
Timberlane Regional School District	775
Town of Amherst	106
Town of Barnstead	112
Town of Derry	154
Town of Epsom	168
Town of Greenfield	186
Town of Haverhill	196
Town of Hinsdale	201
Town of Holderness	202
Town of Hooksett	204
Town of Hudson	206
Town of Londonderry	224
Town of Merrimack	236
Town of New Durham	249
Town of New Hampton	251
Town of New London	254
Town of Newmarket	255
Town of North Hampton	259
Town of Peterborough	268
Town of Sharon	291
Town of Stoddard	310
Unity School District	945
Upper Valley/Lake Sunapee Regional Planning Commission	570
Warren School District	767
Waterville Valley School District	947
Weare School District	759
Wentworth School District	760
White Mountains Regional School District	811
Wilton-Lyndeborough Cooperative School District	763
Windham School District	771
Winnacunnet Cooperative School District	806
→ Winnisquam Regional School District	764
City of Franklin	175
Exeter Region Cooperative School District	839
Exeter School District	780
North Country Council	576
SAU 67 Office	869
Town of Marlow	233
SAU 9 Office	936

Primex Worker's Comp
Members as of July 1, 2014

HSEM - EMPG - 08 - 2013 - 11



State of New Hampshire

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

JOHN J. BARTHELME
COMMISSIONER

RQ # 142147

October 14, 2013

ENC # 65
11-20-2013

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 School Administrative Unit (SAU) #59/Winnisquam Regional School District (VC#177201-B003) for emergency preparedness capabilities and enhancements for a total amount of \$50,000.00. Effective upon Governor and Council approval through September 30, 2014. Funding source: 100% Federal Funds.

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

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500577	Grants to Schools - Federal		
Activity Code: 23EM128092			\$50,000.00

Explanation

The Winnisquam Regional School District plans to enhance the security at exterior door entry areas at six (6) schools in the District. Projects include installing facial recognition cameras, card access, buzz-in, and intercom systems. The grant listed above is funded from the FFY'12 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are sent out to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed and approved by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives. The criteria for approval are based on grant eligibility in accordance with FFY'12 grant guidance and the documented needs of the local jurisdictions; a copy of this guidance is attached.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the grantee. The grantee acknowledges their match obligation as part of Exhibit A to 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. Barthelme
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 School Administrative Unit #59 (VC#177201)		1.4. Grantee Address 433 West Main Street, Tilton, NH 03276	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2014	1.7. Audit Date N/A	1.8. Grant Limitation \$ 50,000.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>Tammy Davis</i>		1.12. Name & Title of Grantee Signor 1 <i>Tammy Davis, Superintendent</i>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <i>Sullivan</i> , on <i>9/23/13</i> , 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 1.11.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) <i>Jessie L. Grenier</i>			
1.13.2. Name & Title of Notary Public or Justice of the Peace <i>Jessie L. Grenier, Notary Public</i>			
1.14. State Agency Signature(s) <i>Gregory P. ...</i>		1.15. Name & Title of State Agency Signor(s) <i>Gregory P. ...</i> , Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>Wendy A. ...</i> Assistant Attorney General, On: <i>10/25/13</i>			
1.17. Approval by Governor and Council By: _____ On: <i>11</i>			

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").

Grantee Initials *JW*
Page 1 of 6

Date 9/23/13

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:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the School Administrative Unit #59 (hereinafter referred to as "the Grantee") \$50,000.00 for the purpose of purchasing and installing equipment that will enhance the physical security and safety of the following six (6) schools: Union Sanborn School, Sanbornton Central School, Southwick School, Winnisquam Regional Middle School, Winnisquam Regional High School and the Winnisquam Regional Agricultural Science Center.
2. "The Grantee" agrees that the project grant period ends September 30, 2014 and that a final performance and expenditure report will be sent to "the State" by October 31, 2014.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials

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Date

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EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$50,000.00	\$50,000.00	\$100,000.00
The Project Cost is 50% Federal Funds, 50% Applicant Share.			

2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$50,000.00.
- b. "The State" shall reimburse up to \$50,000.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials

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Date

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EXHIBIT C

Special Provisions

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

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

Grantee Initials

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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.