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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER OF
SAFETY

December 16, 2020

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 enter into a grant agreement with the City of Nashua (VC#177441-B006) to execute reunification training for a total amount of $5,500.00. Effective upon Governor and Council approval through August 31, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

		SFY 2021
02-23-23-236010-80920000	Dept. of Safety – Homeland Sec-Emer Mgmt – 100% EMPG Local Match	$5,500.00
072-500574	Grants to Local Gov't - Federal	
Activity Code: 23EMPG 2019		

Explanation

This grant provides funding for the City of Nashua to execute Reunification Training (Train-the-Trainer) to provide the community with improved response in post-disaster notifications. Governor and Council approval is being sought as the amount of a previously approved grant to the City of Nashua plus the amount of this grant yields a cumulative amount that is over the Governor and Council approval threshold. The grant listed above is funded from the FFY 2019 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 available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

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

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

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient 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. Subrecipient Name City of Nashua (VC#177441-B006)		1.4. Subrecipient Tel. #/Address 603-594-3310 PO Box 2019 Nashua NH 03061	
1.5. Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2021	1.8. Grant Limitation $5,500.00
1.9. Grant Officer for State Agency Olivia Barnhart, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3639	
"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. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1 James W Donchess, Mayor	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on 11/16/20 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) Kimberly Kleiner			
1.13.2. Name & Title of Notary Public or Justice of the Peace KIMBERLY KLEINER, Notary Public State of New Hampshire My Commission Expires June 18, 2021		(Commission Expiration) 5/21/21	
1.14. State Agency Signature(s) By: On: 12/16/20		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: 12/4/2020			
1.17. Approval by Governor and Council (If applicable) 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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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 Subrecipient 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, 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 Subrecipient 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 Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, 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. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 Subrecipient 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 $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 Subrecipient.

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 intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

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

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Nashua (hereinafter referred to as "the Subrecipient") $5,500.00 to execute Reunification Training (Train-the-Trainer).

2. "The Subrecipient" agrees that the project grant period ends August 31, 2021 and that a final performance and expenditure report will be sent to "the State" by September 30, 2021.

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

4. "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 Grantee" shall maintain documentation of the 50% cost share required by this grant.

EXHIBIT B

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$5,500.00	$5,500.00	$11,000.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2019-EP-00003-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 066758343			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $5,500.00.

b. "The State" shall reimburse up to $5,500.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).

c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2018, to the identified completion date (block 1.7).

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 "the State" 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 thirty (30) days of receiving the advanced funds.

4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 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). 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 OMB Circular 2 CFR 200. "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: 11/17/2020

AMENDED
O-08-44

ORDINANCE

AUTHORIZING THE CITY OF NASHUA TO ACCEPT CERTAIN UNANTICIPATED FUNDS AND GIFTS OF PERSONAL PROPERTY

CITY OF NASHUA

In the Year Two Thousand and Eight

The City of Nashua ordains that Part I "Administrative Legislation", Chapter 5 "Administration of Government", Article XXVI "Accounts and Warrants", § 5-132 "Money received; payment to Treasurer; receipts" is hereby amended by adding the following new sections:

"§ 5-132. Money received; payment to Treasurer; receipts.

...

C. The City of Nashua and its divisions and departments may apply for, accept and expend, unanticipated money of less than twenty-five thousand ($25,000) dollars from the state, federal or other governmental unit or a private source which becomes available during the fiscal year, consistent with the provisions of RSA 31:95-b. The board of aldermen shall include notice of the funds on the agenda of any regular board meeting and shall record the notice and discussion in the minutes of that meeting.

D. The City of Nashua may accept gifts of personal property, other than money, with a value of one thousand ($1,000) dollars or less, offered to the city for any public purpose, consistent with the provisions of RSA 31:95-e. The board of aldermen shall include notice of the gift on the agenda of any regular board meeting and shall record the notice and discussion in the minutes of that meeting. Receipt of the gift may occur before the date of the meeting when discussion occurs."

PASSED BY THE BOARD OF ALDERMEN – NOVEMBER 12, 2008
APPROVED BY THE MAYOR – NOVEMBER 17, 2008
ATTEST: PATRICIA PIECUCH, DEPUTY CITY CLERK

Donnalee Lozeau
Mayor
City of Nashua

Intergovernmental Grants and Reimbursements Management Policy

1. PURPOSE

The City of Nashua recognizes that grant and reimbursement funding provides significant resources to enhance its ability to provide services and activities not otherwise available. The City will seek intergovernmental funding for activities that are determined to further or enhance basic City functions or that provide for activities which are in the best interests of our citizens. The City will examine the benefits of all intergovernmental grants or reimbursements prior to application and decline any funding determined not to meet the above criteria.

The purpose of this policy is to establish uniform guidelines for the application and management of intergovernmental grants and reimbursements, and to ensure that City divisions and departments are accountable for proper documentation, administration, and reporting.

2. APPLICABILITY

This policy applies to all City of Nashua divisions and departments and to all city officials and their employees that research, apply for, and administer intergovernmental grants or reimbursements.

3. DEFINITIONS

3.1 "Accruals" means pending revenue for work completed, services provided or sales made in one year, whether billed or not billed, that is not received until the next year.

3.2 "Indirect Costs" are costs associated with the administrative and general functions of City government that support direct services of a grant or fund. Indirect costs include such things as cost of facilities, utilities, insurance, accounting and payroll, information technology, infrastructure, etc.

3.3 "State and Federal Grants" are revenues received from the state or federal government (directly or indirectly).

3.4 "City" refers to the City of Nashua.

3.5 "Responsible City Official" as used in this policy means elected official and/or appointed division head responsible for managing and administering intergovernmental grants or reimbursements.

229 Main Street • PO Box 2019 • Nashua, NH 03061-2019
(603) 589-3260 • FAX (603) 594-3450 • E-Mail: LozeauD@NashuaNH.gov

4. AUTHORITIES

All grant contracts will be approved in accordance with the City's purchasing and financial policies and procedures. A pre-application grant review form must be completed and approved by the Mayor prior to submission of grant applications.

Grant applications may be completed, signed, and submitted by Responsible City Officials (subject to approval of the Mayor and the appropriate Board or Commissioners if required) prior to an award being submitted for approval by the Board of Aldermen, if required.

Acceptance and appropriation of grant awards for $25,000 and over requires the approval of the Board of Alderman in accordance with New Hampshire RSA 31:95(b). Grant awards in amounts under $25,000 may be applied for, accepted and expended without Board of Aldermen approval in accordance with City NRO 5-132(c).

5. COORDINATION OF GRANT POLICY AND GRANT OPERATIONS

The City must be able to track and manage grants at all stages of the grants process from research through project completion.

The Financial Services Division, working with the Legal Department, shall be responsible for:

- Developing, revising, and distributing official grants policies and procedures of the City;
- Assisting departments with the interpretation and application of city ordinances, state and federal statutes or guidelines, and other grant-related policies;
- Assisting with the resolution of disputes between the City and grant funding sources.

Responsible City Officials within the departments receiving grant funding shall be responsible for:

- Coordinating the tracking of grant applications, awards and major project management decisions associated with the awarded grants;
- Ensuring that all City staff participating in the administration of grants is provided with the appropriate training and technical assistance necessary to effectively meet the grants' requirements.

6. PRE-APPLICATION GRANT REVIEW FORM

The pre-application grant review form is designed to provide information so the Board or Commissioners (if required) and the Mayor can consider whether to approve application for grants based on the criteria detailed in the City's financial policies as well as its needs and priorities. Funding that requires any kind of local match or future commitment will require a more rigorous evaluation that takes into account existing economic and budgetary forecasts.

Prior to application for any new grant or renewal of any existing grant, the requesting department is required to complete the pre-application grant review form. Signature of the Responsible City Official is required. The form will be submitted through normal board or commission approval procedures if required, then submitted to the Mayor for approval.

The pre-application grant review form will be maintained by the Responsible City Official and attached to the grant contract when the award is accepted.

7. GRANT APPLICATION

Completion of grant applications is the responsibility of the appropriate city officials. Applications shall include indirect costs to the extent allowed.

After submission and approval of the pre-application grant review form, grant applications may be signed and submitted by the Responsible City Official unless the Mayor's signature is required.

8. ACCEPTANCE OF GRANTS

All approved grants for $25,000 and over must be accepted in accordance with New Hampshire RSA 31:95(b) as outlined in the City's ordinances, through legislation that simultaneously accepts the award and appropriates the funding whenever possible. A Grant Notification form must be completed and submitted to the Accounting/Financial Reporting Department of the Financial Services Division in order for legislation to be introduced to the Board of Alderman.

Grants under $25,000 may be accepted and expended in accordance with City NRO 5-132(c). Notice of the acceptance of such awards must be included on the agenda of any regular board meeting, and the notice and discussion recorded in the minutes of that meeting. A Grant Notification form must be completed and submitted to the Accounting/Financial Reporting Department of the Financial Services Division for inclusion on the Board of Alderman Agenda.

When a local or other match is required, the legislation shall specify the source of funding and in those circumstances where matching appropriations are committed but not yet available; the grant shall be accepted by resolution and followed by appropriation legislation as soon as possible.

Grant acceptance may be accomplished by emergency legislation when a funding source demands acceptance within 30 days or less and a waiver is not possible or is unlikely.

9. DIVISIONAL RESPONSIBILITY FOR GRANTS

Division directors and key technical staff, including department heads, are accountable for grants that are within their divisional or departmental jurisdiction. They are responsible for identifying

funding opportunities, program planning and proposal writing, and for managing the daily functions associated with each grant award.

Each division director shall:

- Appoint a grants liaison for the division who will be responsible for coordination of information and reporting, and communications with the Mayor's office and the Financial Services Division.
- Designate a program manager for each grant awarded any departments within the division and provide the Mayor's Office and the Financial Services Division with updated lists of those program managers.
- Implement awarded grant projects according to the terms and conditions of each grant award.
- Ensure that the designated grants liaison for the division tracks grant awards and consults with the Mayor's Office and Financial Services Division on a regular basis.
- Ensure that the designated grants liaison and all project managers know how to designate project expense codes, complete vouchers and drawdown forms, and monitor project funding using prescribed procedures.
- Ensure that requests for grant funds are promptly submitted to minimize the use of City funds. All drawdowns of grant funding must conform to funding source and City policy pertaining to the receipt of grant funds. Requests for reimbursements on Federal Grants are to be completed on a timely basis. By failing to file timely requests, the City is put at risk for an audit finding and potential loss of funding. State and county grants, as well as state revolving loan reimbursement requests should also be filed timely, as general funds are "floating" the grant (or loan) expenditures, thereby forfeiting interest income for the general fund. At a minimum, requests for reimbursements must be filed on a quarterly basis. They should be filed monthly if the requested amount exceeds $50,000. The Financial Services Division will handle drawdowns for federal grants they are currently responsible for.
- Ensure that project reporting requirements and deadlines for submission are observed. This includes providing the grantor agencies with copies of the annual single audit report as required.
- Ensure that, when required, a record is kept of inventory purchased with grant funds in accordance with the grant guidelines.

10. FINANCIAL SERVICES DIVISION RESPONSIBILITIES FOR GRANTS

The Treasurer shall:

- Have exclusive authority to deposit all grant funding received by the City into appropriate accounts designated by Accounting department personnel.

The Chief Financial Officer/Financial Services Division shall:

- Counter-sign grant drawdown requests, whether on an advance or reimbursement basis.

- Ensure that appropriate account codes are established for charging costs to grants.
- Ensure that revenues and expenditures associated with the approved grants are properly recorded.
- Ensure the accounting system of the City is capable of tracking revenues and expenditures associated with every grant award regardless of how grant funding is appropriated.
- Ensure that drawdowns of federal grant funding currently handled by the Financial Services Division conform to funding source and City policy pertaining to the receipt of grant funds. At a minimum, requests for reimbursements must be filed on a quarterly basis. They should be filed monthly if the requested amount exceeds $50,000.
- Ensure that regular reports on the status of grant-funded projects are issued to operating departments and special reports issued when needed to the Mayor's Office.
- Ensure that the annual single audit report is provided to the Federal Clearinghouse by the City's audit firm in accordance with the provisions of Circular A-133: Audits of Audits of States, Local Governments, and Non-Profit Organizations.

11. ADMINISTRATION OF CDBG AND HUD GRANT FUNDING

Because of the more complex nature and confidentiality of certain records of this area of grant funding, overall coordination and administration of Community Development Block Grant (CDBG) and Housing and Urban Development (HUD) funding shall remain within the Division of Community Development. However, the Division of Community Development shall participate in the City grant tracking system established by this policy. The Division of Financial Services shall review and certify that the system of grant administration maintained within the Division of Community Development is equal to that prescribed for other City programs and complies with applicable funding source rules concerning program management, grant administration and other provisions of law and policy that raise compliance issues.

12. ADMINISTRATION OF POLICE DIVISION GRANT FUNDING

Because of the confidentiality of certain records of this area of grant funding, overall coordination and administration of Police grant funding shall remain within the Police Division. However, the Police Division shall participate in the City grant tracking system established by this policy. The Division of Financial Services shall review and certify that the system of grant administration maintained within the Police Division is equal to that prescribed for other City programs and complies with applicable funding source rules concerning program management, grant administration and other provisions of law and policy that raise compliance issues.

13. INTERNAL AUDIT OF APPROVED GRANTS

Section 5-51 of the City Code charges the Chief Financial Officer with conducting reviews and investigations of the City's financial activities. All grants awarded to the city are subject to the possibility of such a review or investigation to ensure compliance with the provisions of grant

awards. The Mayor may also request a special internal review of any grant or reimbursement awarded to the City. All records will be made available to the Chief Financial Officer by the assigned grants liaison of the department being reviewed in the event that such an internal audit is requested.

14. DOCUMENTATION OF EMPLOYEE'S TIME AND EFFORT

Office of Management and Budget (OMB) Circular A-87 provides guidance for determining costs relative to federal grants and reimbursements. The electronic version of this document is found at:

http://www.whitehouse.gov/omb/circulars/

Responsible City Officials shall ensure that these more detailed guidelines are followed when administering any federal or pass-through state grants and reimbursements. As a general rule, the following shall apply:

14.1 Maximum Allocation Allowed

All grant applications and contracts will include charges for indirect costs to the maximum allowed in accordance with both the specific grant rules and the City's cost allocation plan. Indirect revenues will be deposited and budgeted as appropriate.

14.2 Employees Charged Full-Time to a Federal Grant

An employee who works solely on a single federal program whose administrative funds have not been consolidated must furnish semi-annual certifications that he or she has been engaged solely in activities supported by the grant in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.3. The circular requires that the certification cover a specific period of time (6 months) and that it be signed by the employee or supervisory official having first-hand knowledge of the work performed.

14.3 Employees Charged Part-Time to a Federal Grant

An employee who works in part on a single federal program whose administrative funds have not been consolidated and in part on activities funded by other revenue sources, must maintain time and effort distribution records in accordance with OMB Circular A-87, Attachment B, paragraph 8.h.4, 5, and 6. The time and effort records must document the portion of time dedicated to the program being charged as well as each program or other cost objective supported by federal administrative funds or other revenue sources.

The circular requires activity reports/time sheets that must:

- Be done after the fact (not based on estimated or budgeted);
- Account for the total activities for which the employee is being paid;
- Be prepared at least monthly and coincide with one or more pay periods; and
- Be signed by the employee.

Budget estimates may be used for interim accounting purposes provided that:

- Estimates use reasonably approximate time spent;
- A comparison of estimated time to actual time (based on monthly activity reports/time logs or sheets; and
- Budget estimates are revised at least quarterly, if necessary, to reflect changed circumstances.

15. RESPONSIBILITY FOR MAINTENANCE OF FILE AND PUBLIC DISCLOSURE

The original grant contract and any approved amendments must be submitted to and retained by the City Clerk.

The official grant file including a copy of the signed contract and all documents associated with the grant, including but not limited to the contract and amendments, applications, grant application request form, activity reports, requests for reimbursement, fiscal reports (including expense and payroll), and other correspondence will be maintained by the initiating department. Copies of purchase orders, invoices and checks may be required for audits and, in some cases, should be maintained on site for ease of access and accountability. Any destruction of these records will be in accordance with the specific grant guidelines or the State of New Hampshire RSA 33-A:3(a) retention schedule. Public disclosure requests regarding grants will be referred to the initiating department for coordination of public records gathering and release.

Approved: Donnalee Lozeau, Mayor

12-12-08
Date

Client#: 1664199 CITYNASH3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
12 Gill Street Suite 5500
Woburn, MA 01801
855 874-0123

CONTACT NAME: Maria Nixon
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035
E-MAIL ADDRESS: Maria.Nixon@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Alternative Insurance Corp	19720
INSURER B: Safety National Casualty Corp	15105
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
City of Nashua
Risk Management Department
229 Main Street
Nashua, NH 03061

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			N1A2RL000000514	07/01/2020	07/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						RETENTION	$300,000
A	AUTOMOBILE LIABILITY			N1A2RL000000514	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							RETENTION	$300,000
A	X UMBRELLA LIAB X OCCUR			N1A2UM000000514	07/01/2020	07/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		SP4063555	07/01/2020	07/01/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence of Coverage.

CERTIFICATE HOLDER

NH Department of Safety
Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd

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Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Jennifer Harper
NH Dept. of Safety, Div. of Homeland Security & Emergency Management
33 Hazen Drive
Concord, NH 03305 - 0011

Re: Grant No.EMB-2019-EP-00003

Dear Jennifer Harper:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2019 Emergency Management Performance Grants has been approved in the amount of $3,486,269.00. As a condition of this award, you are required to contribute a cost match in the amount of $3,486,269.00 of non-Federal funds, or 50.00 percent of the total approved project costs of $6,972,538.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2019 Emergency Management Performance Grants Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help use to make the necessary updates and avoid any interruptions in the payment process.

PAUL FRANCIS FORD Regional Administrator