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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

March 11, 2021

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 Berlin (VC#177362-B003) to purchase a mobile repeater for the community's Emergency Operations Center (EOC) for a total amount of $5,011.00. 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:

02-23-23-236010-80920000 Dept. of Safety – Homeland Sec-Emer Mgmt – 100% EMPG Local Match	SFY 2021
072-500574 Grants to Local Gov't - Federal	$5,011.00
Activity Code: 23EMPG 2018	

Explanation

This grant provides the funds for the City of Berlin to purchase a mobile repeater to enhance communications in the community's Emergency Operations Center (EOC). Governor and Council approval is being sought because the amount of this grant plus the amount of a previously approved grant to Berlin yield a cumulative amount that is over the approval threshold. The grant listed above is funded from the FFY 2018 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 Berlin (VC#177362-B003)		1.4. Subrecipient Tel. #/Address 603-752-1610 168 Main Street Berlin NH 03570	
1.5 Effective Date Upon State Approval	1.6. Account Number AU #80920000	1.7. Completion Date August 31, 2021	1.8. Grant Limitation $5,011.00
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 A. Wheeler, City Manager	
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 Coos, on 2/17/21, 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) Susan Tremblay			
1.13.2. Name & Title of Notary Public or Justice of the Peace Susan Tremblay, Notary Public		(Commission Expiration) 2/6/2024	
1.14. State Agency Signature(s) By: On: 3/15/21		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: 4/7/2021			
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. 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

5.3. 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

5.5. shall have no liabilities to the Subrecipient other than the Grant Amount. 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

6. set forth in block 1.8 of these general provisions.

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

7. Subrecipient, including the acquisition of any and all necessary permits.

7.1. RECORDS and ACCOUNTS.

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

7.2. connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date 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

8. of these provisions

8.1. PERSONNEL.

The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in

8.2. the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

The 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

8.3. combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the

9. Grant Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

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

11.1.1. Default"):

11.1.2 Failure to perform the Project satisfactorily or on schedule; or

11.1.3 Failure to submit any report required hereunder; or

11.1.4 Failure to maintain, or permit access to, the records required hereunder; or

11.2. Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the State may take any one, or

11.2.1 more, or all, of the following actions:

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)

11.2.2 days after giving the Subrecipient notice of termination; and

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

11.2.3 determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.4 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

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 Berlin (hereinafter referred to as "the Subrecipient") $5,011.00 to purchase a mobile repeater.

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	$5,011.00	$5,011.00	$10,022.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2018-EP-00007-A03			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Data Universal Numbering System (DUNS): 073977944			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $5,011.00.

b. "The State" shall reimburse up to $5,011.00 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~~, October 1, 2017, to the identified completion date (block 1.7).

JPW

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.) JAW 2.)_____ 3.)_____ Date: 2/17/21

CITY COUNCIL MEETING – Monday, December 16, 2019

Mayor Grenier called the Regular City Council Meeting to order at approximately 7:08 p.m. in the Council Chambers.

Public Hearing

[redacted]

Regular Meeting

a. Pledge of Allegiance

b. Roll Call
Present: Mayor Grenier, Councilors Remillard, Otis, Gentili, Higbee, Rozek, and Theberge
Absent: Denise Morgan and Diana Berthiaume
Also present: James Wheeler, Susan Tremblay, Pamela Laflamme, Shelli Fortin, Councilor-Elect Mark Eastman, Richard Laflamme, Jamie Welch, Gina Welch, and Barbara Tetreault, Berlin Daily Sun.

c. Councilor Remillard moved, with a second by Councilor Otis, to accept the minutes of the December 2, 2019 Regular Meeting and Work Session, and December 9, 2019 Work Session. So moved, the motion carried.

Disbursements:

[redacted]

PUBLIC COMMENTS –

[redacted]

UNFINISHED BUSINESS

1. Council Committee Reports - There were no Council Committee reports.

2. Resolution 2019-32 Authorizing Application to Assistance to Firefighters Grant for the Replacement of Self-Contained Breathing Apparatus (SCBA) (tabled 12/02/2019)

[redacted]

[redacted]

3. Resolution 2019-33 Authorizing Application to FEMA Emergency Management Performance Grant for a Mobile Repeater (tabled 12/02/2019)

In the Year of Our Lord Two Thousand Nineteen

A RESOLUTION authorizing an application to FEMA Emergency Management Performance Grant Program for the purchase of a mobile repeater at a cost of $5,010.10, of which 50% will be funded by grant and 50% funding by the City

Resolved by the City Council of the City of Berlin as Follows:

Whereas, the Fire Department is in need of a mobile repeater for its UTV or Utility truck, and

Whereas, currently if the Fire Department has to respond outside of the city limits, the portable radios' frequency will not reach the station; and

Whereas, the repeater will boost the radio wattage and should then turn the portable radios (5) watts, to a mobile radio (100) watts; and

Whereas, there is partial funding available through FEMA Emergency Management Performance Grant; and

Whereas, if awarded, the City's 50% match, $2,505.05, would be paid through in-kind training hours.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH, that the City Manager is authorized to apply for and receive funds from the FEMA Emergency Management Performance Grant for the purchase of a mobile repeater at a cost of $5,010.10, of which 50% will be funded by grant and 50% by the City with in-kind training.

Be it further resolved that the City Manager is authorized to sign the grant documents and do all things necessary to effectuate the grant. Said funds granted to the City of Berlin will be used for the purpose of the grant.

This resolution shall be in full force and effect from and after passage.

Councilor Higbee moved, with a second by Councilor Theberge, to remove this item from the table. So moved, the motion carried.

Councilor Higbee moved, with a second by Councilor Theberge, to read Resolution 2019-33 by short title for a second time. So moved, the motion carried.

Councilor Higbee moved, with a second by Councilor Theberge, to read Resolution 2019-33 by short title for a third time. So moved, the motion carried.

Councilor Higbee moved, with a second by Councilor Theberge, that Resolution 2019-33 be passed. So moved, the motion passed.

4. Resolution 2019-34 Authorizing Assistance to Firefighters Grant for Replacement of Engine 3 (tabled 12/02/2019)

In the Year of Our Lord Two Thousand Nineteen

[redacted]

Archived: Saturday, March 6, 2021 12:42:47 PM
From: James Watkins
Mail received time: Thu, 4 Mar 2021 09:53:53
Sent: Thu, 4 Mar 2021 14:50:12
To: Barnhart, Olivia
Subject: RE: More Information Needed: Berlin Mobile Repeater Grant
Importance: Normal
Sensitivity: None
Attachments:
mobile repeater.pdf;

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Here are the documents signed and dated.

I did acknowledge the date and initialed that as well.

City Council and the City Manager are still in agreement to accept this project.

Jay

From: Barnhart, Olivia [mailto:Olivia.W.Barnhart@DOS.NH.GOV]
Sent: Wednesday, March 03, 2021 2:58 PM
To: James Watkins <jwatkins@berllnnh.gov>
Cc: Perocchi, Robert <Robert.A.Perocchi@DOS.NH.GOV>
Subject: More Information Needed: Berlin Mobile Repeater Grant
Importance: High

Good Afternoon Chief Watkins,

If you could please review and correct the items below so that we can continue reviewing the grant that would be great.

1. Upon reviewing the grant agreement documents it seems that one of the dates is incorrect. Please initial page 5 where this date was corrected to acknowledge the change in the period of performance
2. Please date all 6 pages of the grant agreement for the date it was signed
3. Could you please acknowledge that the City's Manager and Councilors/Selectmen are the same (in majority) as the ones that approved this item when it was brought to the council in 2019? To ensure that the grant acceptance is still current.

Lastly, I want to ensure you're aware that although the meeting minutes state the project will be in the amount of $5,010.10, the grant agreement (and therefore the award) will round up to $5,011. This means that the City's match will need to be equal to the amount spent.

If you have any questions, please let me know!

Thanks so much

Olivia Barnhart
Assistant Chief of Grants
Planning and Grants Section
NH Homeland Security and Emergency Management
Email: Olivia.W.Barnhart@dos.nh.gov
Office: 603-223-3639 Cell: 603-724-4307

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Property & Liability Program		NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
X **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	7/1/2020	7/1/2021	Each Occurrence	$ 5,000,000
			General Aggregate	$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate	
☐ **Workers' Compensation & Employers' Liability**			☐ Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
☐ **Property (Special Risk includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	By: *Mary Beth Purcell* Date: 6/23/2020 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Member Name	Member #
Albany School District	859
Allenstown School District	792
Alton School District	786
Amherst School District	701
Andover School District	702
Ashland School District	822
Ashuelot Pond Dam Village District	457
Auburn School District	902
Barnstead School District	785
Barrington School District	838
Bartlett School District	903
Bartlett Village Water Precinct	459
Bath School District	768
BCEP Solid Waste	510
Bedford School District	779
Belknap County Conservation District	597
Belknap County Conservation District	597
Benton School District	848
Berlin School District	904
Berlin Water Works	500
Bethlehem School District	856
Bethlehem Village District	568
Bow School District	703
Brentwood School District	704
Brookline School District	834
Campton School District	705
Campton Village Precinct	565
Candia School District	906
Central NH Special Operations Unit	450
Chatham School District	860
Cheshire County Conservation District	466
Chester School District	707
Chesterfield School District	706
Chichester School District	708
City of Berlin	120
City of Concord	145
City of Dover	156
City of Keene	210
City of Laconia	213
City of Lebanon	217
City of Portsmouth	275
City of Rochester	280
City of Somersworth	293
Claremont School District	909
Cocheco Arts and Technology Academy	1203
Colebrook Fire Precinct	577
Concord School District	710
Contoocook Valley School District	802
Contoocook Village Precinct	592
Conway School District	911
Coos County	602
Coos County Conservation District	451
Copple Crown Village District	456
Cornish School District	912
Croydon School District	957
CSI Charter School	1209
Deerfield School District	825
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913
Dummer School District	914
Dunbarton School District	712
East Kingston School District	819

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: *Member Number:*	*Company Affording Coverage:*
Primex3 Members as per attached Schedule of Members Workers' Compensation Program	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply (if Not)	
☐ General Liability (Occurrence Form) ☐ Professional Liability (describe) ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ Automobile Liability Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	X Statutory	$2,000,000
			Each Accident	$2,000,000
			Disease – Each Employee	
			Disease – Policy Limit	
☐ Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
	By: *Mary Beth Purcell*
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301	Date: 6/23/2020 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Member Name	Member #
Albany School District	859
Allenstown School District	792
Alton School District	786
Amherst School District	701
Andover School District	702
Androscoggin Valley Regional Refuse	421
Ashland School District	822
Ashuelot Pond Dam Village District	457
Auburn School District	902
Barnstead School District	785
Barrington School District	838
Bartlett School District	903
Bath School District	768
Bedford School District	779
Belknap County Conservation District	597
Belknap County Conservation District	597
Benton School District	848
Berlin School District	904
Berlin Water Works	500
Bethlehem School District	856
Bow School District	703
Brentwood School District	704
Brookline School District	834
Campton School District	705
Candia School District	906
Chatham School District	860
Cheshire County Conservation District	466
Chester School District	707
Chesterfield School District	706
Chichester School District	708
City of Berlin	120
City of Concord	145
City of Dover	156
City of Franklin	175
City of Lebanon	217
City of Portsmouth	275
City of Rochester	280
City of Somersworth	293
Claremont School District	909
Cocheco Arts and Technology Academy	1203
Concord Regional Solid Waste/Resource Recovery Cooperative	400
Concord School District	710
Contoocook Valley School District	802
Contoocook Village Precinct	592
Conway School District	911
Copple Crown Village District	456
Cornish School District	912
Croydon School District	957
CSI Charter School	1209
Deerfield School District	825
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913
Dummer School District	914
Dunbarton School District	712
East Kingston School District	819
Eaton School District	915
Epping School District	713
Epsom School District	714
Errol School District	917
Exeter Region Cooperative School District	839
Exeter School District	780
Farmington School District	958

U.S. Department of Homeland Security
Grant Programs Directorate

GRANT ADJUSTMENT NOTICE

1. GRANTEE NAME AND ADDRESS (Including Zip Code) New Hampshire Department of Safety Division of Homeland Security and Emergency Management 33 Hazen Drive Concord, NH 03305	3. GRANT NUMBER EMB-2018-EP-00007
	4. ADJUSTMENT NUMBER 2
1A. GRANTEE IRS/VENDOR NUMBER 026003618	5. DATE 04/29/20
2. PROJECT TITLE FY 2018 Emergency Management Performance Grant	6. GRANT MANAGER Lance Harbour

SECTION I. DEOBLIGATIONS & REOBLIGATIONS

7. ACCOUNTING CLASSIFICATION CODE FISCAL YEAR / FUND CODE / BUD. ACT. / OFC. / DIV.REG. / SUB. / MBO	9. PREVIOUS GRANT AWARD AMOUNT	$ 3,480,972.00
	10. DEOBLIGATION AMOUNT	0.00
DOCUMENT CONTROL NUMBER	11. ADJUSTED AWARD AMOUNT	$ 3,480,972.00

SECTION II. CHANGES

12. CHANGE GRANT MANAGER	FROM:_____	TO:_____
13. CHANGE GRANT PERIOD	FROM: 10/01/2017-09/30/2020	TO: 10/01/2017-09/30/2021

SECTION III. OTHER ADJUSTMENTS & INFORMATION

14

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

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

15. TYPED NAME AND TITLE OF AUTHORIZED OFFICIAL Vida Morkunas, Grants Management Division Director	16. SIGNATURE OF AUTHORIZED OFFICIAL