112 MLC

# 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

April 26, 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 Town of Surry (VC#155117-B001) for $99,001.00 to purchase and install equipment and a generator in the community's Emergency Operations Center (EOC). Effective upon Governor and Council approval through August 31, 2022. 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 | |
| 072-500574 | Grants to Local Gov't-Federal | $99,001.00 |
| Activity Code: 23EMPG 2020 | | |

**Explanation**

This grant agreement provides the funding for the Town of Surry to purchase and install equipment and a generator in the community's Emergency Operations Center (EOC). The grant listed above is funded from the FFY 2020 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**<br>NH Department of Safety, Homeland Security and Emergency Management | | **1.2. State Agency Address**<br>33 Hazen Drive<br>Concord, NH 03305 | |
| **1.3. Subrecipient Name**<br>Town of Surry (VC#155117-B001) | | **1.4. Subrecipient Tel. #/Address**<br>1 Village Road Surry NH 03431 | |
| **1.5 Effective Date**<br>Upon State Approval | **1.6. Account Number**<br>AU #80920000 | **1.7. Completion Date**<br>August 31, 2022 | **1.8. Grant Limitation**<br>$99,001.00 |
| **1.9. Grant Officer for State Agency**<br>Olivia Barnhart, EMPG Program Coordinator | | **1.10. State Agency Telephone Number**<br>(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**<br>John Crotean Selectman | |
| **Subrecipient Signature 2** | | **Name & Title of Subrecipient Signor 2**<br>Eric J. Fisher Selectman | |
| **Subrecipient Signature 3** | | **Name & Title of Subrecipient Signor 3**<br>JAMISON R. HILES Selectman | |
| **1.13. Acknowledgment: State of New Hampshire, County of , on 4/12/21 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**<br>(Seal) | | | |
| **1.13.2. Name & Title of Notary Public or Justice of the Peace** (Commission Expiration) | | | |
| **1.14. State Agency Signature(s)**<br>By: On: 4/12/21 | | **1.15. Name & Title of State Agency Signor(s)**<br>Steven R. Lavoie, Director of Administration | |
| **1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)**<br>By: Assistant Attorney General, On: 5/17/2021 | | | |
| **1.17. Approval by Governor and Council (if applicable)**<br>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").

Subrecipient Initials: 1.) 2.) 3.) Date: 3/15

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.

6.1 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 OF 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 Town of Surry (hereinafter referred to as the "Subrecipient") $99,001.00 to purchase and install equipment and a generator in the community's Emergency Operations Center (EOC).

2. "The Subrecipient" agrees that the project grant period ends August 31, 2022 and that a final performance and expenditure report will be sent to "the State" by September 30, 2022.

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 | $99,001.00 | $99,001.00 | $198,002.00 |
| Project Cost is 50% Federal Funds, 50% Applicant Share | | | |
| **Awarding Agency:** Federal Emergency Management Agency (FEMA) | | | |
| **Award Title & #:** Emergency Management Performance Grant (EMPG) EMB-2020-EP-00005 | | | |
| **Catalog of Federal Domestic Assistance (CFDA) Number:** 97.042 (EMPG) | | | |
| **Applicant's Data Universal Numbering System (DUNS):** 610939915 | | | |

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $99,001.00.

b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

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, 2019, 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) [illegible] 2) [illegible] 3) [illegible] Date: 3/14

Special meeting called by the Selectmen. March 4, 2021 7pm at the Surry Town Hall

Meeting Minutes:

Meeting called to order by Select board chair, Jay Croteau at 7pm
Special meeting regarding RSA 31:95-b

Present: Jay Croteau, selectman
Eric Eichner, Selectman
Jason Contrady, Emergency Management director
Bruce Smith, Emergency management deputy, Budget Committee member
John Berglund, Town Treasurer
Durwin Clark, Fire Department member

Jay: We are here to discuss the acceptance of state grant money for the purpose of purchasing and installing a new generator and radio communications at the fire station for use as an emergency management center. The meeting was noticed and posted at the Town Hall, Keene Sentinel newspaper, and on the front page of the Surry town website.

It's important to account for every dollar spent in town and its equally important to account for money coming into the town. Per RSA 31:95-b, money over $10,000 must be voted on to accept.

Jason: This is a FEMA EMPG administered through the State of NH, Money will be used to upgrade the Emergency Management Center, including a generator, electrical work, radio, and infrastructure. The town is required to provide a 50% match or $99,001.00. This match has already been met/exceeded by the construction and improving of the facility to house the new equipment. Labor and in-kind donations provided a local match of $118,000.00. There were 715 man hours @$25/hr accounted for. Documentation and time sheets are available. So far Surry has met all the requirements for a successful application.

Discussion on what work has been done up to this point.
Discussion among in attendance on how grants work. A check to the town would be issued.

Bruce: Money will show on Sources of Revenue and expensed on the other side of the budget.
It is an in and out item

Jay: Motion to accept the terms of the Emergency Management Performance Grant as presented in the amount of $99,001.00 to purchase and install a generator and equipment in Surry's new EOC, furthermore toelboard acknowledges that the total cost of the project will be $198,002.00 which the Town will be responsible for a 50% match. Also move to authorize Jason Contrady our EMD to sign related application documents.

Eric: Second the motion on the floor

Jay: Called for the vote

The motion passed by unanimous affirmative vote of the Selectmen

Meeting minutes will be provided to Jason for inclusion in the grant application.
Selectmen signed the application, Jason will finish his work on it and submit for final consideration.

Jay: Thank you for coming. Motion to adjourn

John: Second

Affirmative vote

Meeting adjourned at 7:25 pm

I attest that these minutes are true and accurate to the best of my abbility:

John M. Cotton III

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<br>Property & Liability Program | | NH Public Risk Management Exchange - Primex³<br>Bow Brook Place<br>46 Donovan Street<br>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)** | 7/1/2020 | 7/1/2021 | Each Occurrence | $ 5,000,000 |
| | **Professional Liability (describe)** | | | General Aggregate | $ 5,000,000 |
| | ☐ Claims Made ☐ Occurrence | | | Fire Damage (Any one fire) | |
| | | | | Med Exp (Any one person) | |
| | **Automobile Liability**<br>Deductible Comp and Coll: | | | Combined Single Limit (Each Accident) | |
| | Any auto | | | 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 |
|---|---|---|---|---|---|
| | | | | | By: *Mary Beth Purcell* |
| NH Dept of Safety<br>33 Hazen Dr.<br>Concord, NH 03301 | | | | | Date: 6/23/2020 mpurcell@nhprimex.org<br>Please direct inquires to:<br>**Primex³ Claims/Coverage Services**<br>**603-225-2841 phone**<br>**603-228-3833 fax** |

| | |
|---|---|
| Town of Surry | 305 |
| Town of Sutton | 306 |
| Town of Tamworth | 308 |
| Town of Thornton | 320 |
| Town of Unity | 314 |
| Town of Wentworth | 330 |
| Town of Whitefield | 325 |
| Town of Wilmot | 326 |
| Town of Winchester | 328 |
| Town of Windham | 329 |
| Town of Wolfeboro | 331 |
| Troy Water/Sewer Department | 582 |
| Unity School District | 945 |
| Upper Valley Lake Sunapee Regional Planning Commission | 570 |
| Village District of Eastman | 501 |
| Village District of Eidelweiss | 502 |
| Village District of Little Boar's Head | 405 |
| Village of Northwood Ridge Water District | 461 |
| Wakefield School District | 946 |
| Warner Village Water District | 513 |
| Warren School District | 767 |
| Washington School District | 862 |
| Waterville Estates Village District | 580 |
| Waterville Valley School District | 947 |
| Weare School District | 759 |
| Wentworth School District | 760 |
| Westmoreland School District | 761 |
| White Mountains Regional School District | 811 |
| Wilmot Volunteer Fire Company | 589 |
| Wilton-Lyndeborough Cooperative School District | 763 |
| Winchester School District | 948 |
| Windham School District | 771 |
| Windsor School District | 863 |
| Winnacunnet Cooperative School District | 806 |
| Winnisquam Regional School District | 764 |
| Woodsville Fire District | 515 |

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<br>Workers' Compensation Program | | NH Public Risk Management Exchange - Primex³<br>Bow Brook Place<br>46 Donovan Street<br>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) | | | Each Occurrence | |
| | **Professional Liability (describe)** | | | General Aggregate | |
| | ☐ Claims Made ☐ Occurrence | | | Fire Damage (Any one fire) | |
| | | | | Med Exp (Any one person) | |
| | **Automobile Liability**<br>Deductible Comp and Coll: | | | Combined Single Limit (Each Accident) | |
| | Any auto | | | Aggregate | |
| X | **Workers' Compensation & Employers' Liability** | 1/1/2021 | 1/1/2022 | 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<br>33 Hazen Dr.<br>Concord, NH 03301 | | | | | Date: 12/22/2020 mpurcell@nhprimex.org<br>Please direct inquires to:<br>**Primex³ Claims/Coverage Services**<br>**603-225-2841 phone**<br>**603-228-3833 fax** |

| | |
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| Woodsville Water & Light Department | 516 |

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-2020-EP-00005

Dear Jennifer Harper:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grants has been approved in the amount of $3,535,345.00. As a condition of this award, you are required to contribute a cost match in the amount of $3,535,345.00 of non-Federal funds, or 50.00 percent of the total approved project costs of $7,070,690.00.

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 2020 Emergency Management Performance Grants Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

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 us to make the necessary updates and avoid any interruptions in the payment process.

PAUL FRANCIS FORD Regional Administrator