



ROBERT L. QUINN  
COMMISSIONER

## State of New Hampshire

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

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

October 20, 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 retroactively amend an existing grant agreement (PO#1077570) with Rockingham County Sheriff's Office (VC#177468-B007) by extending the completion date only from August 31, 2021 to August 31, 2022, effective upon Governor & Council approval. The original grant was approved by the Governor and Council on December 2, 2020, item #51. Funding source: 100% Federal Funds.

### EXPLANATION

This request is retroactive and the extension is necessary due to delays caused by the ongoing response to the COVID-19 disaster. It was agreed that an extension to August 31, 2022, approved by Governor and Council, would provide Rockingham County ample time to complete the aforementioned tasks. HSEM has reviewed this request with the Federal Emergency Management Agency (FEMA) and it was determined that the date extension will not affect Federal funding.

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

Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

Rockingham County Sheriff's Department  
Inter-Department Communication

TO: Commissioner Tombarello  
Commissioner Coyle  
Commissioner Chirichiello

FROM: Charles Massahos, High Sheriff

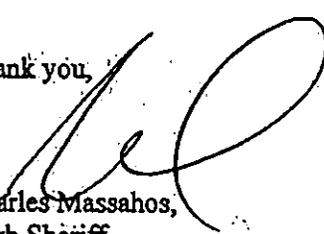
DATE: August 18, 2021

SUBJECT: NH Department of Safety EMPG Grant – Radio Site Generator Project

Rockingham County Sheriff's Office is seeking a program extension through the NH Department of Safety EMPG program for the Radio Site Generator project. This is to finalize the installation of the generator at the Stratham Hill Park radio site. This revised agreement will extend the period of performance out to August 31, 2022.

The modified grant agreement has been enclosed with this memo. ~~All fields highlighted in yellow are to be completed by the Board and a Notary or Justice of the Peace.~~

Thank you,



Charles Massahos,  
High Sheriff

/enclosures:  
NH DOS Cover Letter  
EMPG Grant Agreement Amendment – Extension of Performance Period  
Revised Grant Agreement

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

**Rockingham County (Subrecipient)**

It is hereby agreed that the grant agreement (PO#1077570) approved by the Department of Safety Business Office on December 2, 2020, between the Rockingham County as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to purchase and install generators for communication tower sites is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from August 31, 2021 to August 31, 2022.

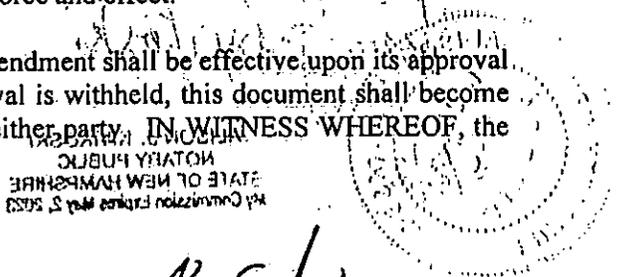
2. EXHIBIT A, Scope of Services, Number 3;

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

"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. All other provisions of the grant agreement, approved by the Department of Safety Business Office on December 2, 2020 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Department of Safety Business Office. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. **IN WITNESS WHEREOF**, the parties have hereunto set their hands:



**Rockingham County (Subrecipient)**

By (signature): [Signature]

Print Name: Thomas Tombarello

Title: Chairman, Board of Commissioners

By (signature): [Signature]

Print Name: Kate Coyle

Title: Commissioner

By (signature): [Signature]

Print Name: Brian Chirichiello

Title: Commissioner

By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subrecipient Initials \_\_\_\_\_

Date 8/26/2021

State of: New Hampshire

County of: Rockingham

Upon this date: August 26, 2021, before me, Alison J. Kivikoski  
*(print name of notary/justice of the peace)*

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

Thomas Tombarello, Chairman, Kate Coyle, Commissioner,

Brian Chirichiello, Commissioner, \_\_\_\_\_ known to me (or

satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

Alison J. Kivikoski  
Signature of Notary Public/Justice of the Peace

*(Seal)*

5/2/23  
Commission Expiration

ALISON J. KIVIKOSKI  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My Commission Expires May 2, 2023

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

By (signature): [Signature]  
Director of Administration

Subrecipient Initials \_\_\_\_\_

Date 8/26/2021

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



**FEMA**

July 8, 2021

Jennifer L. Harper  
Director  
Homeland Security and Emergency Management  
New Hampshire Department of Safety  
33 Hazen Drive  
Concord, NH 03305

Subject: FY 2019 Emergency Management Performance Grant  
Award No. EMB-2019-EP-00003  
Amendment # 1 – Extension to the Period of Performance

Dear Director Harper:

The Federal Emergency Management Agency has approved the request from the New Hampshire Department of Safety, Homeland Security and Emergency Management ("Recipient") to extend the period of performance for the FY 2019 Emergency Management Performance Grant # EMB-2019-EP-00003. The new period of performance is October 1, 2018, to September 30, 2022, and the enclosed Grant Adjustment Notice reflects this change.

Upon expiration of the period of performance, the Recipient must submit all required financial, performance, equipment, and other reports and take the other actions detailed at 2 C.F.R. § 200.343 by December 29, 2022. The Recipient must also continue to submit timely financial status and performance reports throughout the period of performance and is reminded that this extension does not change the approved scope of work or the amount of federal funding for the federal award.

Please keep a copy of this letter and the Grant Adjustment Notice with your official grant files. If you have any questions, please contact Tracy Narbeth, Grants Management Specialist, at (617) 306-9492.

Sincerely,

JOANNE B WEINSTOCK  
Digitally signed by  
JOANNE B WEINSTOCK  
Date: 2021.07.08  
10:29:29 -04'00'

for  
Vida Morkunas  
Division Director  
Grants Management Division

Jennifer L. Harper

-2-

July 8, 2021

cc: Olivia Barnhart, Assistant Chief of Grants, NH HSEM  
Robert Perochi, EMPG Program Manager, NH HSEM  
Matthew Hotchkiss, Administrator II, NH HSEM

Enclosure

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.

A handwritten signature in black ink, appearing to read "Paul F. Ford". The signature is stylized with large, rounded letters and a prominent flourish at the end.

PAUL FRANCIS FORD Regional Administrator



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply if Not	
	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2021	1/1/2022	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Mary Beth Powell</i>
			<b>Date:</b> 12/22/2020    mpurcell@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

<b>Member</b>	<b>Mbr #</b>
Bay Sewage District	558
Belknap County	607
Capital Area Fire Compact	546
Carroll County	600
Cheshire County	601
City of Claremont	141
Conway Village Fire District	526
Emerald Lake Village District	535
Kearsarge Lighting Precinct	464
Lakes Region Mutual Fire Aid	529
Lamprey Regional Cooperative	505
Littleton Water & Light	524
Lower Beech Pond Village District	463
Merrimack County	604
Milford Area Communications Center	545
NH Public Risk Management Exchange	573
North Conway Water Precinct	557
Pembroke Water Works	532
Penacook Rescue Squad	531
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
<u>Rockingham County</u>	<u>609</u>
Rye Beach Village District	453
Southern New Hampshire Planning Commission	525
Strafford County	605
Strafford County Conservation District	465
Tilton & Northfield Aqueduct Co., Inc.	467
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Allenstown	103
Town of Alton	105
Town of Ashland	109
Town of Atkinson	110
Town of Bedford	116
Town of Bethlehem	119
Town of Boscawen	122
Town of Brentwood	125
Town of Bristol	127
Town of Brookline	129
Town of Candia	132
Town of Canterbury	133
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Conway	146
Town of Croydon	148
Town of Deerfield	152
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of East Kingston	161
Town of Easton	162
Town of Effingham	164
Town of Exeter	170
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Goffstown	181
Town of Greenfield	186
Town of Greenville	188

The following documents are from the original project.



The following documents are from the original project.

HSEM-EMPG-10-2020-10



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

State of New Hampshire

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

RQ#207715

November 13, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

GC Item 51  
12-02-2020

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 Rockingham County Sheriff's Office (VC#177468-B007) to purchase and install generators at communication tower sites for a total amount of \$21,182.00. 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	SFY2021
072-500574	Grants-Federal - Grants to Local Gov't-Federal	\$21,182.00
Activity Code: 23EMPG 2019		

Explanation

This grant provides funding for the Rockingham County Sheriff's Office to purchase and install generators at communication tower sites in East Kingston, Rye, and Stratham. 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.**

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Rockingham County Sheriff's Office (VC#177468-B007)		<b>1.4. Subrecipient Tel. #/Address</b> 603-679-9476 101 North Road Brentwood NH 03833	
<b>1.5. Effective Date</b> Upon State Approval	<b>1.6. Account Number</b> AU #80920000	<b>1.7. Completion Date</b> August 31, 2021	<b>1.8. Grant Limitation</b> \$21,182.00
<b>1.9. Grant Officer for State Agency</b> Olivia Barabart, EMPG Program Coordinator		<b>1.10. State Agency Telephone Number</b> (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.*			
<b>1.11. Subrecipient Signature 1</b> <i>St. James K.P.</i>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Kevin St. James, Chair	
<b>Subrecipient Signature 2</b> <i>Thomas Tombarello</i>		<b>Name &amp; Title of Subrecipient Signor 2</b> Thomas Tombarello, Vice Chair	
<b>Subrecipient Signature 3</b> <i>Kevin Coyle</i>		<b>Name &amp; Title of Subrecipient Signor 3</b> Kevin Coyle, Clerk	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <i>Rockingham</i> , on <i>02/28/21</i> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) <i>[Signature]</i>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> (Complete Signature) <i>Brenda Santos, Justice of the Peace 5-2-2023</i>			
<b>1.14. State Agency Signature(s)</b> By: <i>[Signature]</i> On: <i>11/12/20</i>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven R. Lavole, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (If G &amp; C approval required)</b> By: <i>[Signature]</i> Assistant Attorney General, On: <i>11/18/2020</i>			
<b>1.17. Approval by Governor and Council (If applicable)</b> By: _____ On: <i>11</i>			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the 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.) *[Signature]* 2.) *[Signature]* 3.) *[Signature]* Date: *10/28/2020* Page 1 of 6

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 5.3 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, formulas, 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 of 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, or 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

Subrecipient Initials: 1. ESJ 2. SP 3. RC Date: 10/28/2000

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 in 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 intent of the parties hereto.

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

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

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

Subrecipient Initials: 1. NSP

2. FA

3. SWC

Date: 10/28/2000

**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 Rookingham County Sheriff's Office (hereinafter referred to as "the Subrecipient") \$21,182.00 to purchase and install generators at communication tower sites.
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.

Subrecipient Initials:

1. JS

2. JS

3. JS

Date: 10/28/2020

Page 4 of 6

**EXHIBIT B**

**Grant Amount and Payment Schedule**

**1. GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost:</b>	<b>\$21,182.00</b>	<b>\$21,182.00</b>	<b>\$42,364.00</b>
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
<b>Awarding Agency: Federal Emergency Management Agency (FEMA)</b>			
<b>Award Title &amp; #: Emergency Management Performance Grant (EMPG) EMB-2019-EP-00003-S01</b>			
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)</b>			
<b>Applicant's Data Universal Numbering System (DUNS): 073970121</b>			

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$21,182.00.
- b. "The State" shall reimburse up to \$21,182.00 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).

Subrecipient Initials: 1) MS

2) FA

3) CC

Date: 10/23/2020

**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.)

YGA

2.)

YGA

3.)

YGA

Date: 10/23/2000



# Rockingham County Commissioners

Meeting Minutes

Maureen Barrows Conference Room  
117 North Road ~ Brentwood, New Hampshire  
Wednesday, October 28, 2020 at 8:30am.

Present:

Commissioner St. James, Chair  
Commissioner Tombarello, Vice Chair  
Commissioner Coyle, Clerk  
Finance: Chuck Nickerson  
Human Resources: Alison Kivikoski  
Long Term Care: Donna Roe & Janice Demers  
BOC Office: Brenda Santos & Chris Maxwell

Present – Remote:

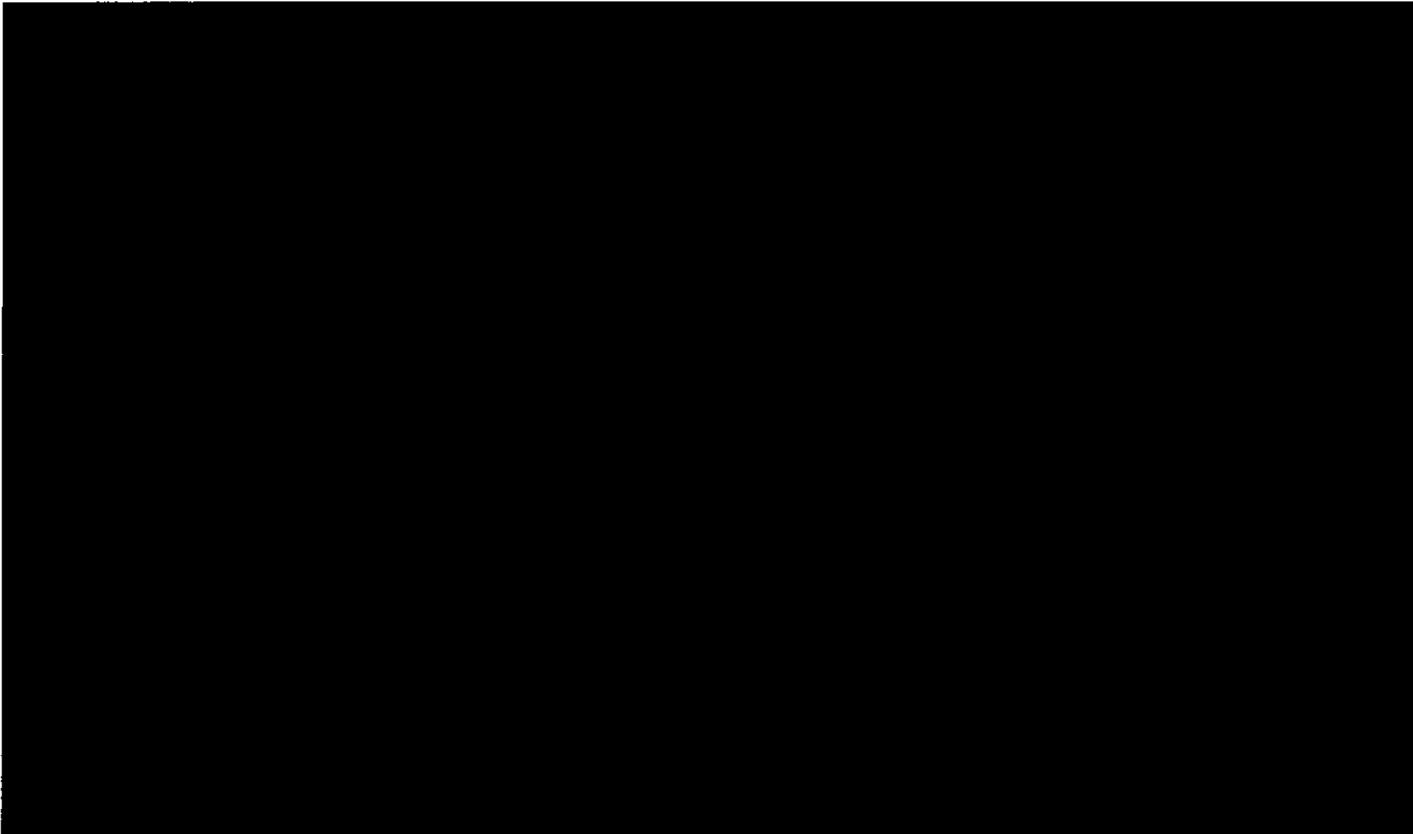
County Attorney Conway  
Register of Deeds Stacy  
EMS: Jude Gates & Robin Bernier  
Sheriff's Office: Kevin Walsh & Chris Bashaw  
Corrections: Steve Church & Jason Henry  
Also present: Brian Chirichiello

### I. Call to Order / Pledge of Allegiance

Commissioner St. James called the meeting to order at 8:31 a.m. Commissioner St. James announced:

The Commissioners of the Rockingham County Commissioners find that due to the State of Emergency declared by the Governor As a result of COVID-19, Pandemic with the Governor's emergency Order #12 pursuant to Executive Order 2020-04, this public body is authorized to meet electronically. Please note that there is no physical location to observe and listen contemporaneously to this meeting, which was authorized pursuant to the Governor's Emergency Order. However, in accordance with the Emergency Order I am confirming that we provided public access to the meeting by video or other electronic means. All members are present by utilizing Zoom for this electronic meeting. All members of the (Board, Directors, Divisions, Council or Commission have the ability to communicate contemporaneously during this meeting through this platform, and the public has access to contemporaneously listen and, if necessary, participate in this meeting through dialing the following phone at 646-558-8686 or 312-626-6799, or www.zoom.us, both using the meeting ID # 580 891 8771. Telephone/Zoom accessing information to the meeting was provided to employees by email, and instructions to the public on how to access this information was published through the website at www.rockinghamcountynh.org.

### II. RFP Openings/Awards

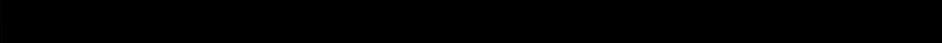


### III. Consent Agenda

1. Minutes: October 21, 2020

Approval of the October 21, 2020 meeting minutes.

2. Payroll Finance



**3. Legal Invoice**

Reviewed for informational purposes.

**4. Population Report, Corrections**

Reviewed for informational purposes.

**5. Census Report, Long Term Care Services**

Reviewed for informational purposes.

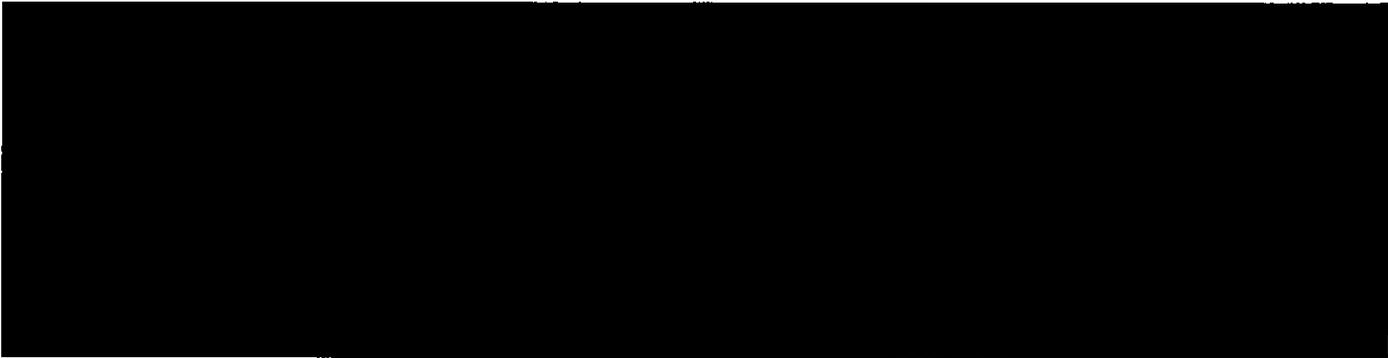
Commissioner Coyle moved to approve the consent agenda items. Commissioner Tombarello seconded the motion. Voted 3-0, Commissioners St. James, Tombarello, and Coyle in favor.

**IV. Reports**

Commissioners Office – Kevin St. James, Chair



Human Resources – Alison Kivikoski, Director



Sheriff's Office – Charles Massahos, High Sheriff

INH Department of Safety EMPG Grant-Radio Site Generator Project

Commissioner Coyle to approve and accept the terms of the NH Emergency Management Performance Grant to purchase and install three generators for a total project cost of \$42,364.00, with a 50% grant match not to exceed \$21,182.00, as recommended by the High Sheriff. Commissioner Tombarello seconded the motion. Voted 3-0, Commissioners St. James, Tombarello, and Coyle in favor.

**V. New Business / Old Business**





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>2</sup>) 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, Primex<sup>2</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>2</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>2</sup> 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 Primex<sup>2</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>2</sup> 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 Primex<sup>2</sup>. 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.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> 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		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory		
			Each Accident		
			Disease - Each Employee		
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>2</sup> - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 12/18/2019    mpurcell@nhprimex.org
			Please direct inquires to: Primex <sup>2</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Property & Liability Member	Member #
Bay Sewage District	558
Belknap County	607
Capital Area Fire Compact	546
Carroll County	600
Cheshire County	601
City of Claremont	141
Conway Village Fire District	526
Emerald Lake Village District	535
Kearsarge Lighting Precinct	464
Lakes Region Mutual Fire Aid	529
Lamprey Regional Solid Waste	505
Littleton Water & Light	524
Lower Beech Pond Village District	463
Merrimack County	604
Milford Area Communications Center	545
NH Public Risk Management Exchange	573
North Conway Water Precinct	557
Pembroke Water Works	532
Penacook Rescue Squad	531
Plainfield Village Water District	571
Plymouth Village Water & Sewer District	559
<b>Rockingham County</b>	<b>609</b>
Rye Beach Village District	453
Southern New Hampshire Planning Commission	525
Strafford County	605
Strafford County Conservation District	465
Tilton-Northfield Water District	585
Town of Acworth	100
Town of Allenstown	103
Town of Alton	105
Town of Ashland	109
Town of Atkinson	110
Town of Bedford	116
Town of Bethlehem	119
Town of Boscawen	122
Town of Brentwood	125
Town of Bristol	127
Town of Brookline	129
Town of Candia	132
Town of Canterbury	133
Town of Center Harbor	135
Town of Chesterfield	139
Town of Chichester	140
Town of Conway	146
Town of Croydon	148
Town of Deerfield	152
Town of Dublin	157
Town of Dummer	158
Town of Dunbarton	159
Town of East Kingston	161
Town of Easton	162
Town of Effingham	164
Town of Exeter	170
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gilford	178
Town of Gilmanton	179
Town of Goffstown	181
Town of Greenfield	186

CERTIFICATE OF INSURANCE

Name of Self-Insured Employer: ROCKINGHAM COUNTY

Current Mailing Address: 119 NORTH RD., BRENTWOOD, NH 03833

Policy Number: SP 4062320

Effective Date of Certificate: January 01, 2020

Length of Term of Policy: 1(One) year

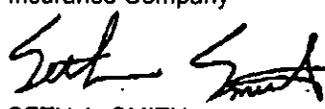
Insured's Retention: \$ 750,000 Specific Excess Self-Insured Retention Per Occurrence for Police Officers  
\$ 500,000 Specific Excess Self-Insured Retention Per Occurrence for All Other  
Specific Excess Limit: Statutory  
Employers' Liability Limit: \$ 1,000,000 Per Occurrence and Aggregate

Aggregate Per Policy Term Amount: N/A

Business Name of Insurance Company:

SAFETY NATIONAL CASUALTY CORPORATION  
Insurance Company

Authorized Representative:

  
SETH A. SMITH  
For Insurance Company Representative

Title of Authorized Representative:

EXECUTIVE VICE PRESIDENT UNDERWRITING  
Title of Representative

Date: 01/28/2020

0135 00 1297 (XWC)

NEW HAMPSHIRE AMENDATORY ENDORSEMENT

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

This policy is changed to provide:

No. 1

This policy insures payment of Workmen's Compensation, within the financial limits established by its provisions, pursuant to Revised Statutes Annotated, Chapter 281, as amended.

No. 2

In the event the Insured has failed to fulfill all his obligations under the Workmen's Compensation Law, the Insurer shall, at the direction of the Commission of Labor, deposit any money to be received by the Insured under the provisions of this policy in such bank as said Commissioner may determine, such money to be held in trust for the payment of any liabilities incurred by the Insured pursuant to Chapter 281, as amended.

No. 3

Any money to be paid to the Insured by the Insurer under the provisions of this policy or any money directed by the Commissioner of Labor to be deposited in a bank to be held in trust shall not be assignable, attachable or be liable in any way for the debt of the Insured unless incurred under Chapter 281 of the Workmen's Compensation Law, except in the event of the Insured's bankruptcy and the U.S. Bankruptcy court assumes jurisdiction over this policy.

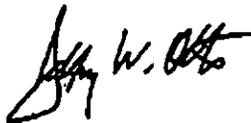
No. 4

If either party to this policy desires to cancel said policy, such cancellation shall become effective for a period of 45 days (30 days if cancellation is for non-payment of premium) from date of filing of notice with the Department of Labor, State of New Hampshire, 95 Pleasant Street, State Office Park South, Concord, New Hampshire 03301.

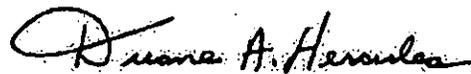
All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4062320, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to ROCKINGHAM COUNTY, dated January 01, 2020.

SAFETY NATIONAL CASUALTY CORPORATION



Secretary

  
President

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.

A handwritten signature in black ink, appearing to read "Paul F. Ford". The signature is stylized and somewhat cursive, with a large initial "P" and "F".

PAUL FRANCIS FORD Regional Administrator