

103 m.c.



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

ROBERT L. QUINN
COMMISSIONER

November 15, 2021

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

REQUESTED ACTION

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a grant agreement with the City of Lebanon (VC#177422-B002) to update their hazard mitigation plan for a total amount of \$9,999.75. Effective upon Governor and Council approval through May 29, 2023. Funding source: 100% Federal Funds.

Funding is available in the SFY 2022 operating budget as follows:

02-23-23-236010-43930000 Dept. of Safety - Homeland Sec-Emer Mgmt - Pre-Disaster Mitigation Grant Program	
072-500574 Grants to Local Gov't - Federal	<u>Total</u>
Activity Code: 23PDM19 4393	\$9,999.75

EXPLANATION

The purpose of this grant is for the City of Lebanon to update their hazard mitigation plan. The grant listed above is funded from the Pre-Disaster Mitigation Grant Program (PDM), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDM grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDM funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

The Pre-Disaster Mitigation grant program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B and C to their grant agreement.

There are no General Funds required with this request. In the event that PDM funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name City of Lebanon (VC#177422-B002)		1.4. Subrecipient Address 51 N Park Street, Lebanon, NH 03766-1317	
1.5 Tel. # 603-448-8810	1.6. Account Number AU #4393000	1.7. Completion Date May 29, 2023	1.8. Grant Limitation \$9,999.75
1.9. Grant Officer for State Agency Brian Eaton, State Hazard Mitigation Officer		1.10. State Agency Telephone Number (603) 227-8724	
"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 <i>Shawn Mulholland</i>		1.12. Name & Title of Subrecipient Signor 1 Shawn Mulholland, City Manager	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: <i>[Signature]</i> On: 11/15/21		1.14. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: 1/1			
1.16. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) By: <i>[Signature]</i> Assistant Attorney General, On: 12/18/2021			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 1/1			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

Subrecipient Initials: SM 2.) _____ 3.) _____ Date: 10/29/2021

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

Subrecipient Initials: 1.) ^{DS}Sm 2.)

3.) Date: 10/29/2021

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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,

Subrecipient Initials: Sm 2.) _____

letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any

3.) _____ Date: 10/29/2021

subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 given in blocks 1.2 and 1.4, herein.

17. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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 with respect to the subject matter hereof.

Subrecipient Initials: (.)

SM

2.)

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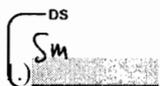
Date: 10/29/2021

EXHIBIT A

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: 

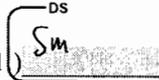
2.)  3.) 

Date: 10/29/2021

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Lebanon (hereinafter referred to as "the Subrecipient") \$9,999.75 to update their Local Hazard Mitigation Plan.
2. "The Subrecipient" agrees that the project grant period ends May 29, 2023 and that a final performance and expenditure report will be sent to "the State" by June 29, 2023.
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 25% cost share required by this grant.

Subrecipient Initials: 1) 

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Date: 10/29/2021

EXHIBIT C

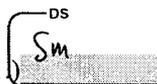
Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$3,333.25	\$9,999.75	\$13,333.00
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Pre-Disaster Mitigation (PDM) EMB-2020-PC-0005			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.047 (PDM)			
Applicant's Data Universal Numbering System (DUNS): 040250144			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$9,999.75.
- 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. "The State" shall reimburse up to \$9,999.75 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).
- d. 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, August 3, 2020, to the identified completion date (block 1.7).

Subrecipient Initials: 1) ^{DS} 

2.) 

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Date: 10/29/2021



CERTIFICATE OF VOTE AUTHORIZATION

CITY OF LEBANON, NEW HAMPSHIRE

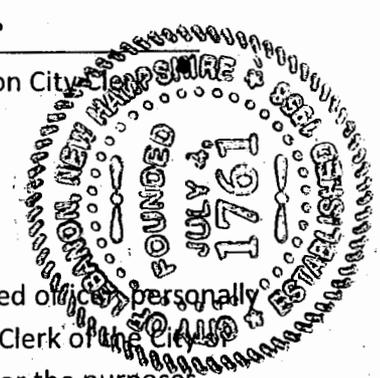
I, Kristin M. Kenniston, City Clerk of the City of Lebanon do hereby certify that:

1. I am the duly appointed City Clerk of the City of Lebanon, New Hampshire;
2. The City of Lebanon, NH, per vote of the Lebanon City Council on June 6, 2001 for the adoption of Grants Policy #01-01-C, has authorized the City Manger to execute any documents necessary for this grant agreement;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
4. Shaun Mulholland is the current duly appointed City Manager of the City of Lebanon, New Hampshire.

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Lebanon, New Hampshire this 5th day of October 2021.

Kristin M. Kenniston, Lebanon City Clerk

State of New Hampshire
County of Grafton



On this 5th day of October 2021, before me Lori A. Gould, the undersigned officer, personally appeared Kristin M. Kenniston who acknowledged herself to be the City Clerk of the City of Lebanon, being authorized so to do, executed the following instrument for the purposes therein contained.

In witness whereof, I have set my hand and official seal.

Justice of the Peace/Notary Public

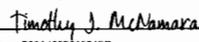
Commission Expiration Date: 5/16/23

(seal)





City of Lebanon
New Hampshire

COUNCIL POLICY			
Grant Policy			
<i>Policy Number</i>	<i>Effective Date</i>	<i>Last Revision</i>	<i>Page No.</i>
CC-109 <i>Formally 01-01-C</i>	06/06/2001	08/04/2021	Page 1 of 5
<i>Approved by:</i>	City Council	<small>DocuSigned by:</small>  <small>FOBA405F81504ED</small>	

Section 1.0: Purpose

The purpose of this Policy is to establish guidelines and conditions to be used in applying for, accepting and expending unanticipated and anticipated funding from a state, federal or other governmental unit or private grant source which becomes available during the fiscal year.

Section 2.0: Scope

This policy applies to all personnel, officials and entities of the City in which the authority to accept grants is bestowed on the City government.

Section 3.0: Definitions

Section 4.0: Policy Detail

4.1 City Council Resolution of December 17, 1996. The following Resolution, passed by the Lebanon City Council, acting in special session on Tuesday, December 17, 1996, is herewith repealed subject to adoption of this Policy:

"FOR THE PURPOSE OF authorizing the City Manager to apply for and expend unanticipated money from state, federal or other governmental unit or private sources which become available during the fiscal year.

NOW THEREFORE BE IT RESOLVED, by the City of Lebanon, that, after approval by the City Council, the City Manager is herewith authorized to apply for, accept and expend, without further action by the City Council, unanticipated money from state, federal or other governmental unit or private source which becomes available during the fiscal year.

NOW THEREFORE BE IT FURTHER RESOLVED, by the City of Lebanon, that said authorization shall be indefinite until specific rescission of such authority by the City Council."

4.2 Authority



City of Lebanon
New Hampshire

COUNCIL POLICY

Grant Policy

<i>Policy Number</i>	<i>Effective Date</i>	<i>Last Revision</i>	<i>Page No.</i>
CC-109 <i>Formally 01-01-C</i>	06/06/2001	08/04/2021	Page 2 of 5
<i>Approved by:</i>	City Council		

The City Manager is authorized to apply for, accept and expend unanticipated and anticipated funding from a state, federal or other governmental unit or private source which becomes available during the fiscal year.

1. Such funding shall be used only for legal purposes for which the City may appropriate money and shall not require the expenditure of other City funds except those funds lawfully appropriated for the same purpose.
2. Nothing in this Policy shall prevent the City from complying with the approval and authorization terms and conditions of any federal or state grant including the specificity of such approvals and authorizations and the conducting of required public hearings.
3. This authorization is indefinite until specific rescission of such authority by the City Council.

Section 5.0: Procedures

5.1 Determination as to Unanticipated Moneys. Analysis of the inherent uncertainty of grant or other state, federal or governmental unit or private source funding, including certainty of availability, application time lines, appropriateness in terms of consistency with, and support of, established City and department goals and objectives, and funding levels is required. The identification of a potential funding source as *unanticipated* is subject to a determination based on past experience and on the best information currently available which conservatively categorizes the potential funding source as being either (a) *available with reasonable certainty* (clearly evidenced by official, binding written commitments); (b) *potentially available* (reasonably susceptible of being available); or (c) *uncertain as to availability*.

5.2 Unanticipated Moneys. A determination made concluding that the application for, acceptance and expenditure of, a potential funding source from a state, federal or other governmental unit or private source may be reasonably categorized as either "*potentially available*," or "*uncertain as to availability*" qualifies such source as *unanticipated*.

5.3 Anticipated Moneys. Anticipated funding is subject to the normal budget process including appropriation and identification and designation of revenue sources. A determination made concluding that the application for, acceptance and expenditure of, a potential funding source from a state, federal or other



City of Lebanon
New Hampshire

COUNCIL POLICY

Grant Policy

<i>Policy Number</i>	<i>Effective Date</i>	<i>Last Revision</i>	<i>Page No.</i>
CC-109 <i>Formally 01-01-C</i>	06/06/2001	08/04/2021	Page 3 of 5
<i>Approved by:</i>	City Council		

governmental unit or private source is "available with reasonable certainty" qualifies such source as "anticipated."

5.4 City Manager Approval Required. Application for unanticipated and anticipated funding requires prior City Manager approval. The acceptance and subsequent expenditure of unanticipated or anticipated funding is likewise contingent on City Manager approval subject to analysis and determination as outlined in this Policy.

5.5 Local Matching Share. The responsible City Department proposing the application for unanticipated or anticipated funding is required to clearly identify the source of local financial matching requirements, if there are any.

1. If the local matching share consists of appropriated, funded and available spending authority, no further action is required beyond identification and earmarking.
2. If the local matching share does not consist of appropriated, funded and available spending authority, the procedures applicable to effecting a supplemental appropriation must be followed taking into consideration any special noticing requirements in connection with specific grant requests.

5.6 Preliminary Information Required Prior to Application. In order to understand the potential financial risks the City will bear by entering a grant program, or other program supported in whole or part through from other unanticipated or anticipated state, federal or other governmental unit or private source funding which becomes available during the fiscal year, and because financial and administrative requirements will affect City programs and costs, the following information shall be provided prior in connection with the City Manager's consideration and approval:

1. Title of Grant; Purpose of Grant; and General Description of Grant
2. Size of the grant in the current year and in future years if funding is continued.
3. Identify: a) grant administrator; and b) In the event the grant application is to be written/submitted by a consultant, information on cost, which may be a good faith estimate, and the source of funds to pay the consultant.
4. Number of employees it will add to the City's payroll, not including employees who may have to be paid from local funds if the grant is



City of Lebanon
New Hampshire

COUNCIL POLICY

Grant Policy

<i>Policy Number</i>	<i>Effective Date</i>	<i>Last Revision</i>	<i>Page No.</i>
CC-109 <i>Formally 01-01-C</i>	06/06/2001	08/04/2021	Page 4 of 5
<i>Approved by:</i>	City Council		

withdrawn or terminated -- if the City is to absorb these costs, the expenditure should be reviewed as a new program.

5. Level of operating and maintenance costs, to be funded locally, associated with the grant program.
6. Number of residents to be served and the method of service.
7. Capability of the City's financial management system to adequately monitor grant monies.
8. Probability of grant continuation, including how continuation is to be determined, and what long-term authorization has been given for the program at the granting source.
9. Obligations imposed by accepting grant.
10. Likelihood of continuing the program with City funding once the grant is exhausted or terminated.
11. How will local/other financial matching requirements be met?
12. Will a City operational or financial procedures have to be changed to meet grant requirements?
13. Will any ongoing City programs be brought under state or federal regulations because of the grant program and, if so, in what way?
14. What problem or need will go unmet if the grant is not accepted?
15. How will utilization and implementation of grant funds contribute to the achievement of City and department/division goals and objectives?
16. What is the time period the grant funds may be used?
17. Project to be included in Capital Improvement Program?

5.7 Reporting to City Council. Upon application for unanticipated or anticipated funding the City Manager shall apprise the City Council in summary fashion of the forgoing issues. Nothing in this Policy shall preclude the City Council from rejecting any grant offer.

Section 6.0: References (Charter/Code/State Statues)

1. NH RSA 31:95-b Appropriations for Funds Made Available During Year
2. NH RSA 47:1 In General
3. City Charter § C419:23 General Powers
4. City Charter § C419:30 Powers And Duties Of Manager.



City of Lebanon
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COUNCIL POLICY			
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<i>Approved by:</i>	City Council		

Section 7.0: Policy & Procedure Revision History

	Section	Revisions	Date
Original Adoption		01-01-C	6/6/2001
Amendment		Preliminary Info Req. prior to application	12/11/2009
Amendment		Re-formatted, references added	08/04/2021



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Primex3 Members as per attached Schedule of Members Property & Liability Program		<i>Member Number:</i>		<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	NH Statutory Limits May Apply, if Not		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	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)		
<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.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 7/12/2021 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

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



CERTIFICATE OF COVERAGE

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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: Primex3 Members as per attached Schedule of Members Workers' Compensation Program	Member Number:	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> Statutory	\$2,000,000
			Each Accident	\$2,000,000
			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.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 7/12/2021 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			

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

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



FEMA

August 3, 2020

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

Re: FY 2019 Pre-Disaster Mitigation Grant Program
Catalog of Federal Domestic Assistance No. 97.047
Award No. EMB-2020-PC-0005

Dear Director Harper:

The Federal Emergency Management Agency (“FEMA”) has approved the New Hampshire Department of Safety, Homeland Security and Emergency Management’s (“HSEM”) application for financial assistance under the FY 2019 Pre-Disaster Mitigation Grant Program in the amount of \$431,794.90. As a condition of the federal award, HSEM is required to contribute a nonfederal cost-share in the amount of \$143,931.64, or 25% of the total approved project cost of \$575,726.54. This award, numbered EMB-2020-PC-0005, currently includes the following approved projects as further detailed in the grant agreement articles:

Project Number: PDMC-PL-01-NH-2019-005

Description: FFY19 Local Hazard Mitigation Plan Updates (1)

Project Cost: \$197,330.00 (federal award \$147,997.50, nonfederal cost-share \$49,332.50)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

Project Number: PDMC-PL-01-NH-2019-006

Description: FFY19 Local Hazard Mitigation Plan Updates (2)

Project Cost: \$198,666.00 (federal award \$148,999.50, nonfederal cost-share \$49,666.50)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

Project Number: PDMC-PL-01-NH-2019-007

Description: FFY19 Local Hazard Mitigation Plan Updates (3)

Project Cost: \$111,998.00 (federal award \$83,998.50, nonfederal cost-share \$27,999.50)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

Project Number: PDMC-MC-01-NH-2019-008

Description: Management Costs

Project Cost: \$67,732.54 (federal award \$50,799.40, nonfederal cost-share \$16,933.14)

Subapplicant: New Hampshire Department of Safety, Homeland Security and Emergency Management

Award Date: August 3, 2020

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of this award:

- Grant agreement articles (attached to this award letter)
- Obligating document, FEMA Form 76-10A (attached to this award letter)
- Records of Environmental Consideration (attached to this award letter)
- FY 2019 Pre-Disaster Mitigation Grant Program Notice of Funding Opportunity

If you have any questions, please contact Jason Kennedy, Grants Management Specialist, at (617) 956-7678.

Sincerely,

Paul F. Ford
Deputy Regional Administrator
FEMA Region I

cc: Whitney Welch, State Hazard Mitigation Officer, New Hampshire Department of Safety, Homeland Security and Emergency Management

Enclosures