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State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

April 26, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the City of Portsmouth, (VC#177463-B001), in the amount of $39,955.00 to purchase and install Emergency Operation Center (EOC) equipment. Effective upon Governor and Council approval through August 31, 2024. 100% Federal Funds.

Funding is available in the SFY 2023 operating budget as follows:

	SFY 2023
02-23-23-236010-80920000 - Dept. of Safety - Homeland Sec-Emer Mgmt. – EMPG	
072-500574 Grants to Local Gov't - Federal	$39,955.00
Activity Code: 23EMPG-S 2021	

EXPLANATION

The purpose of this grant is for the City of Portsmouth to purchase and install equipment to outfit their Emergency Operation Center (EOC). Equipment is to include tables, desks, and chairs to support emergency response efforts and coordination. The grant listed above is funded from the FFY 2021 ARPA 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 EMPG Program Manager, EMPG Program Coordinator, and Field Representatives and approved by the HSEM Director. The criteria for approval is 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 & C to their grant agreement.

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

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		**1.2. State Agency Address** 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name City of Portsmouth (VC#177463-B001)		**1.4. Subrecipient Address** 1 Junkins Ave, Portsmouth NH, 03801	
1.5. Subrecipient Tel. # (603) 431-2006	**1.6. Account Number** AU #80920000	**1.7. Completion Date** August 31, 2024	**1.8. Grant Limitation** $39,955.00
1.9. Grant Officer for State Agency Sheila Dupere, EMPG Program Coordinator		**1.10. State Agency Telephone Number** (603) 223-3606	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		**1.12. Name & Title of Subrecipient Signor 1** Deaglan McEachern - Mayor	
Subrecipient Signature 2		**Name & Title of Subrecipient Signor 2** Karen S. Conard - City Manager	
Subrecipient Signature 3		**Name & Title of Subrecipient Signor 3** Nicholas J. McDonnell Fire Chief	
1.13. State Agency Signature(s) By: On: 4/26/23		**1.14. Name & Title of State Agency Signor(s)** Edyta J. Domian, Deputy Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: 5/17/23			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

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").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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.
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, 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 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.

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.

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 Portsmouth (hereinafter referred to as "the Subrecipient") $39,955.00 to purchase a equipment for the community's Emergency Operations Center (EOC).

2. "The Subrecipient" agrees that the project grant period ends August 31, 2024 and that a final performance and expenditure report will be sent to "the State" by September 29, 2024.

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

4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$39,955.00	$39,955.00	$79,910.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMB-2021-EP-00011			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			
Applicant's Unique Entity ID (UEI): XTL2C874AZN7			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $39,955.00.

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

c. "The State" shall reimburse up to $39,955.00 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).

d. Upon State Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, October 1, 2020, to the identified completion date (block 1.7).

CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: TUESDAY, FEBRUARY 21, 2023

PORTSMOUTH, NH
TIME: 7:00PM

On a unanimous voice vote 9-0, Assistant Mayor Kelley moved to close the Non-Public Sessions and seal the minutes. Seconded by Councilor Tabor and voted.

III. CALL TO ORDER

Mayor McEachern called the meeting to order at 7:00 p.m.

IV. ROLL CALL

PRESENT: Mayor McEachern, Assistant Mayor Kelley, Councilors Tabor, Denton, Moreau, Bagley, Lombardi, Blalock, and Cook

Mayor McEachern spoke regarding a perpetrator that spray painted graffiti at multiple establishments including the Assistant Mayor's and the synagogue with hateful comments and swastikas. He said it's incredibly disturbing to wake up in the morning and hear from someone you know, who aside from being a great Assistant Mayor, is also a great friend, texting you a picture of a swastika on her business. He said she puts so much time and effort in her business as she does in the City Council serving the citizens. He said it's the act of, and not necessarily isolated, because there's been many incidents over the last few years. He said we were in this Chamber just a few weeks ago speaking about the Attorney General taking very seriously and pressing charges against members of a certified, you call them certified hate groups, for hanging a banner on the way to New Franklin school so that the bypass traffic would see it. He stated he doesn't know what drives folks to do that, but it drives him to do is to resolve to reject the ideology at any turn, to continue to fight to live up to the ideals of a racial justice municipality, and to press harder to become the city of the open door. He stated he wants to thank Police Chief Newport and the department for taking this incredibly seriously, for the community rising up against this, and for all of us as we stand in a few moments to recite the Pledge of Allegiance. He asked everyone to remember that it's one nation under God indivisible for liberty and justice for all. He said when we say those words tonight, I'd like us to think about what that means in Portsmouth.

Assistant Mayor Kelley said she received a text message very early in the morning by one of her ambitious young workers. She said she was awestruck, saddened and angry, like a lot of people were. She said as she walked around this afternoon and spoke to a lot of business owners, and to Temple members, it was very clear that our community will not be quiet in acts of hate. She said we've seen these things happen in our community before and we were not quiet, and we'll not be quiet again. She stated it is very important as a community that we do not take injustice like this in silence, what we have to do is make sure that people like this know they're not welcome in our city, they're not welcome in our community, and they're not welcome in our state and then we rally together at times when people that we love and that we care about feel oppressed. She said we rally around our community when people need us. Assistant Mayor Kelley said this is a time that these businesses and the Temple need us. She said it's her opinion that this was targeted, they went after people, people of color, people of different faith, people of a different sexuality, or gender origin. She said it's not one-offs and we have to make sure that we root out these people, out of our community, and that they know they're not welcome here. She asked everyone at home, everyone in our community, and everyone here this evening to not just take a moment of silence but to take a vow of action, to take a vow of unity, to stand up for who we are as a community, and what we know is right.

XVI. APPROVAL OF GRANTS/DONATIONS

B. Approval of Emergency Management Performance Grant Agreement - $79,910.00

Councilor Denton moved to accept the terms of the Emergency Management Performance Grant as presented in the amount of $79,910.00 for Emergency Operations Center equipment. Furthermore, the City Council acknowledges that the total cost of this project will be $79,910.00, in which the city will be responsible for a 50% match ($39,955.00). Further, City Manager Conard, Mayor McEachern and Fire Chief McQuillen are authorized to sign all documents related to the grant. Seconded by Councilor Moreau.

Fire Chief McQuillen reported that the funds were expended when the EOC facility was upgraded.

Motion passed.

XI. CITY MANAGER'S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

1. Approval of Proposed Memorandum of Agreement for Portsmouth School District Paraeducators and Portsmouth Police Civilian Employees Association – Newly Revised

City Manager Conard said that this is a revision to the agreement and the Memorandum of Agreement is effective January 1, 2023, which was not clear in the last agreement.

Councilor Blalock moved approve the agreement as presented. Seconded by Assistant Mayor Kelley and voted.

2. Approval of Collective Bargaining Agreement with Portsmouth Non-Supervisory Cafeteria Personnel

City Manager Conard said this is a three-year agreement.

Councilor Blalock moved to approve the proposed agreement as presented. Seconded by Assistant Mayor Kelley and voted.

2. Approval of Portsmouth Supervisory Management Alliance Memorandum of Understanding Re: Assistant Chief Plant Operator

City Manager Conard said that this request is to increase the position of Assistant Chief Plant Operator from Grade 13 to Grade 15. She said this was an oversight, and the position was a lower grade than the employees the operator would supervise.

Councilor Blalock moved to approve the Memorandum of Understanding as presented. Seconded by Assistant Mayor Kelley and voted.

XIX. ADJOURNMENT

At 11:00 p.m., Assistant Mayor Kelley moved to adjourn. Seconded by Councilor Moreau and voted.

Kelli L Barnaby

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

A True Copy.
Attest: Kelli L Barnaby City Clerk
Date: April 4, 2023

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

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

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2022	7/1/2023	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Date: 6/28/2022 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Town of Nottingham	262	7/1/2022
Town of Orange	263	7/1/2022
Town of Orford	264	7/1/2022
Town of Pelham	266	7/1/2022
Town of Peterborough	268	7/1/2022
Town of Piermont	269	7/1/2022
Town of Pittsburg	270	7/1/2022
Town of Plainfield	272	7/1/2022
Town of Plymouth	274	7/1/2022
City of Portsmouth	275	7/1/2022
Town of Randolph	276	7/1/2022
Town of Richmond	278	7/1/2022
City of Rochester	280	7/1/2022
Town of Roxbury	282	7/1/2022
Town of Rumney	283	7/1/2022
Town of Salem	285	7/1/2022
Town of Sanbornton	287	7/1/2022
Town of Sandown	288	7/1/2022
Town of Sandwich	289	7/1/2022
Town of Seabrook	290	7/1/2022
Town of Sharon	291	7/1/2022
Town of Shelburne	292	7/1/2022
City of Somersworth	293	7/1/2022
Town of Stark	297	7/1/2022
Town of Stewartstown	298	7/1/2022
Town of Strafford	299	7/1/2022
Town of Stratford	300	7/1/2022
Town of Sugar Hill	302	7/1/2022
Town of Surry	305	7/1/2022
Town of Sutton	306	7/1/2022
Town of Tamworth	308	7/1/2022
Town of Stoddard	310	7/1/2022
Town of Unity	314	7/1/2022
Town of Thornton	320	7/1/2022
Town of Whitefield	325	7/1/2022
Town of Wilmot	326	7/1/2022
Town of Winchester	328	7/1/2022
Town of Windham	329	7/1/2022
Town of Wentworth	330	7/1/2022
Hart's Location	333	7/1/2022
Concord Regional Solid Waste/Resource Recovery Cooperative	400	7/1/2022
Sawyer Lake Village District	401	7/1/2022
Orford Village District	402	7/1/2022
Hillsborough County Conservation District	404	7/1/2022
Village District of Little Boar's Head	405	7/1/2022
North Walpole Village District	439	7/1/2022
Rollinsford Water & Sewer District	442	7/1/2022
Rye Water District	443	7/1/2022
Seabrook Beach Village District	448	7/1/2022
Central NH Special Operations Unit	450	7/1/2022
Coos County Conservation District	451	7/1/2022
Seacoast Emergency Response Team	452	7/1/2022

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

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

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
	General Liability (Occurrence Form)			Each Occurrence	
	Professional Liability (describe)			General Aggregate	
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
X	**Workers' Compensation & Employers' Liability**	7/1/2022	7/1/2023	X Statutory	$2,000,000
				Each Accident	$2,000,000
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
					By: *Mary Beth Purcell*
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301					Date: 6/28/2022 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

PRIMEX
Member Programs - WC with July Renewal

Name	Member Number	Effective Date
Town of Amherst	106	7/1/2022
Town of Barnstead	112	7/1/2022
City of Berlin	120	7/1/2022
Town of Benton	121	7/1/2022
Town of Bradford	124	7/1/2022
Town of Charlestown	136	7/1/2022
Town of Chatham	137	7/1/2022
Town of Chester	138	7/1/2022
Town of Columbia	144	7/1/2022
City of Concord	145	7/1/2022
Town of Danbury	150	7/1/2022
Town of Derry	154	7/1/2022
Town of Dorchester	155	7/1/2022
City of Dover	156	7/1/2022
Town of Enfield	166	7/1/2022
Town of Fitzwilliam	172	7/1/2022
City of Franklin	175	7/1/2022
Town of Grantham	185	7/1/2022
Town of Greenland	187	7/1/2022
Town of Hampton	191	7/1/2022
Town of Hanover	194	7/1/2022
Town of Haverhill	196	7/1/2022
Town of Hebron	197	7/1/2022
Town of Hinsdale	201	7/1/2022
Town of Holderness	202	7/1/2022
Town of Hooksett	204	7/1/2022
Town of Hudson	206	7/1/2022
Town of Landaff	215	7/1/2022
City of Lebanon	217	7/1/2022
Town of Lee	218	7/1/2022
Town of Lisbon	221	7/1/2022
Town of Londonderry	224	7/1/2022
Town of Lyme	227	7/1/2022
Town of Marlow	233	7/1/2022
Town of Merrimack	236	7/1/2022
Town of Newbury	247	7/1/2022
Town of New Castle	248	7/1/2022
Town of New Durham	249	7/1/2022
Town of New Hampton	251	7/1/2022
Town of New London	254	7/1/2022
Town of Newmarket	255	7/1/2022
Town of North Hampton	259	7/1/2022
Town of Pelham	266	7/1/2022
Town of Peterborough	268	7/1/2022
Town of Piermont	269	7/1/2022
City of Portsmouth	275	7/1/2022
Town of Randolph	276	7/1/2022