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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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

October 11, 2024

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 Capital Area Mutual Aid Fire Compact, (VC#166544-B001) PO Box 3962, Concord, NH, 03301, for a total amount of \$1,248,750.00 for the purpose of replacing radio system equipment that is no longer supported by the manufacturers, and to enhance overall radio system coverage and performance. Effective upon Governor and Council approval through December 31, 2026. 100% Federal Funds.

Funding is available in the SFY 2025 operating budget as follows:

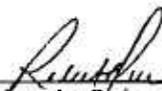
02-23-23-236010-28500000 Dept. of Safety - HSEM-CAMAFC Radio System – ARP SFY2025
072-500574 Grants to Local Gov't - Federal \$1,248,750.00
Activity Code: 00FRF602PH2318A

EXPLANATION

The purpose of this grant is to enable the Capital Area Mutual Aid Fire Compact (CAMAFC) to implement a system-wide upgrade that will enhance dispatch and radio infrastructure for 24 communities across four counties in New Hampshire, as well as the Central NH Hazmat Team, which serves 59 towns in 10 counties. Combined, these agencies cover 545,135 acres and serve a population of 148,491 in central New Hampshire. This project is vital to maintaining essential communications equipment for fire and EMS emergency response operations. These are allowable uses of American Rescue Plan Act of 2021 (ARPA), State and Local Fiscal Recovery Funds (SFRF) funds under Section 603 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. In accepting APRA SFRF funds, the Department agrees to work collaboratively with the Governor's Office for Emergency Relief and Recovery to ensure accurate and timely reporting to the U.S. Department of Treasury on the use of the funds.

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

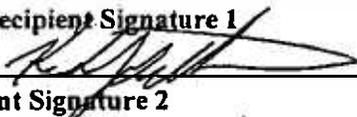
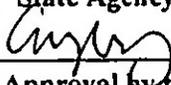
Respectfully submitted,


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 Capital Area Mutual Aid Fire Compact (VC# 166544-B001)		1.4. Subrecipient Address PO Box 3962 Concord, NH 03301	
1.5 Subrecipient Tel. # 603-225-8988	1.6. Account Number AU #28500000	1.7. Completion Date December 31, 2026	1.8. Grant Limitation \$1,248,750.00
1.9. Grant Officer for State Agency Robert Keller, EMPG Program Manager		1.10. State Agency Telephone Number (603) 271-2231	
"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 Keith Gilbert, Chief Coordinator	
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: 		1.14. Name & Title of State Agency Signor(s) On: 10/11/24 Amy L. Newbury, 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: 1506724 / /			
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
Subrecipient Initials: 1.) KJ 2.) _____

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

3.) _____ Date: 10/7/2024

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

Subrecipient Initials: 1.) KJH 2.) _____

3.) _____ Date: 10/7/2024

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.

Subrecipient Initials: 1.) KJH 2.) _____

3.) _____ Date: 10/7/2024

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.

Subrecipient Initials: 1.) KJH 2.) _____

3.) _____

Date: 10/7/2024

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: 1.) *KJH* 2.) _____ 3.) _____

Date: 10/7/2024

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 Capital Area Mutual Aid Compact (hereinafter referred to as "the Subrecipient") \$1,248,750.00 to replace and enhance overall radio system coverage performance.
2. "The Subrecipient" agrees that the project grant period ends December 31, 2026 and that a final performance and expenditure report will be sent to "the State" by November 30, 2026.
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.

Subrecipient Initials: 1.)

KJR

2.)

3.)

Date: 10/7/2024

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

Federal Award Information	
Awarding Agency: Department of Treasury	Pass-through Entity: Homeland Security & Emergency Management
Federal Award: \$994,631,934.62	Assistance Listings Number/Title: Coronavirus State and Local Fiscal recovery Funds / 21.027
Federal Award Date: 3/11/2021	R&D: No
Indirect Cost Rate: 12.67%	Federal Award Identification Number (FAIN): SLFRP0145
Subrecipient Information	
Name: Capital Area Mutual Aid Fire Compact	UEI: H3NGRFGMWLT7
Current Subaward Amount: \$1,248,750.00	Total Subawards Amount: \$1,248,750.00
Project Cost	
Applicant Share (Match Required): N/A	Grant (Federal Funds): \$1,248,750.00
Period of Performance	
Start	End
3/3/2021	12/31/2026
Budget Period	
Start	End
3/3/2021	12/31/2026

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$1,248,750.00.
- b. "The Subrecipient" may request an advancement of grant funds in writing to the "The State". "The State" will forward the funds to "the Subrecipient" upon receiving and reviewing the request. "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

Subrecipient Initials: 1.) KJH 2.) _____ 3.) _____ Date: 10/7/2024

- c. Upon review and approval of the invoices, "The State" shall reimburse up to \$1,248,750.00 to "the Subrecipient" upon "the State" receiving a reimbursement request on letterhead, copies of purchase orders, vendor invoices, and cancelled checks.

Subrecipient Initials: 1.) KSJ 2.) _____ 3.) _____

Date: 10/7/2024

Capital Area Mutual Aid Fire Compact
Meeting Minutes January 18, 2024– Henniker
Chief Jim Morse Presiding

Roll call Attendance Towns: 19 Members: 22 Guests: 2

Call to Order 1900 - Welcome by Host Chief Jim Morse

REPORTS

Secretary's Report – Dept. Chief Newbery

- Motion to dispense with the reading of the November minutes. Motion and second to accept the minutes as posted and distributed.
- Motion Passed

Treasurer's Report – Chief Yale

- Reviewed expenditures for the year 2023 and reviewed the highlights. Despite several unexpected costs, we came in under budget. Total assets = 714,384. Motion and second to accept the report as posted and distributed.
- Motion Passed

Training Committee- Dept. Newbery

- Classes scheduled for Epsom 1/30/24 and Hopkinton 2/8/24 18:30 – Lithium-Ion battery challenges with EV, ESS, and small devices. Reported on the two live burns in December, Deering, and Webster.

HazMat Report

- Reviewed the hazmat consult for Alton FD – alarm level readings for propane in the basement of an occupied building.

Fire Marshal's Report – Marshall Toomey

- About 16 key pieces of legislation that FMO is tracking. Highlights – advance codes to the 2021 version with amendments. Study committee for the Lithium-Ion battery challenges. F/F PPE issue – replacements as soon as non-PFAS gear is available, good intentions with potentially significant costs. Short-term rental units. FMO office for the 2023 initial numbers 83 investigations, 23 death investigations, and 1800 technical assists. Of significance – the arrest of former Bradford F/F for arson.

NHFST & EMS Report –

- Fire academy reps Justin Bibeau and Justin Romanello. Academy tracking about 19 pieces of legislation. Highlights- EMS licensing, EMS billing and payments for non-transport, Medicare

reimbursement, Epi-pens in schools. Protocol 8.2 - the only change is the Operational K-9 protocol. Training on K-9 will be offered. Protocol 9.0 – public review period until March 19, with an implementation goal of April 1, 2024. Retirements of two long-term EMS captains. Several ALS classes will be offered this year. Fire training Nick Bibeau – is our new district Captain. Three vacant fire instructor positions. F/F I programs – Spofford, North Country, and Epping. F/F I & II recruit school is not full. Several classes are being offered for Instructor I. Change the student cap for F/F I classes to 18. CPAP is being offered on 2/5 and April

NHIAC Report – Jim Heinz

No representative – no report

WEBSITE – Gary Sleeper

Site Activity – 472 visits.

Concord Hospital Report –

No representative. No report

Dispatch Report – Mike Johnson

- Mike Johnson was Introduced as the interim dispatch supervisor. Highlights of 2023 – 29,398 Incidents dispatched. 62,252 phone calls. Improvements to Tyler CAD work in progress – next meeting February 2nd focusing on GIS and maps. Class for creating reports scheduled 1/30 & 31.
- Chief Gilbert had a presentation on the Crew Force app. Hope is to start sending invitations out next week with login credentials.

Old Business

- D/C Newbery – The Foam Grant – The five-gallon containers of foam – 5 for each town should start to be delivered next month along with the foam educators. We will coordinate delivery.
- Chief Gilbert- Communications Committee – Final report from the consultant – cost approx. six million for all the upgrades. Committee members made a trip to Washington D/C to meet with the State Congressional members to funding opportunities. Coordinated with Southwest Mutual Aid as they have a similar package to propose. Positive feedback but no commitments for funding. The Chief gave a summary of the consultant report and the proposed changes to the communications system.
- Compact Office – We were given notice that our lease is terminated, and we will have to move in by March. We have done a wide search of available properties in the Concord area and intend to sign a three-year lease with the HealthTrust office building on Tirrell Park Dr. They have space that is available for Non-Profit organizations that we qualify for.
- F/F I class Loudon – Chief Blanchette – All students graduated class finished.
- Nominations Committee. FM Toomey and Chief Stafford reported that the current slate of officers wishes to remain in those positions. Chief Morse – as president, Chief Yale – as treasurer, and Deputy Newbery as secretary. No other interested parties. Chief Stafford made a motion to move forward with that slate of officers – second by FM Toomey. Motion passed One voice ballot cast.

New Business

- Hooksett tanker accident. Chief Colburn reported on the accident involving their tanker. The vehicle is totaled, and replacement will be several years out. No tanker is available from Hooksett. The Chief also discussed the value of onboard video cameras. In this case, it showed the civilian vehicle was at fault.
- Annual report. Chief Gilbert gave a summary of 2023 activities for the Compact. New CAD final purchase and operational. This was an eight-year project with two other companies backing out of the contracts after initial investments. The Plausawa radio tower that was destroyed in the December 2022 storm has been replaced with a temporary tower. A new permanent tower is being built. The microwave link is still not functioning. The Chief encouraged the towns to propose a local ordinance that allows emergency services to use new tower sites at no cost. Henniker tower site – radio equipment is being moved from the old fire tower to a new tower.

- Grant Authorization. – Chief Blanchette- Motion to authorize the Chief Coordinator to apply for and accept any grants that become available during 2024. This motion also authorizes Chief Coordinator Gilbert, President Jim Morse, and Deputy Coordinator Newbery to sign contract documents for grant awards during 2024. Motion seconded and passed.

Incident Review

Chief Chisholm and Chief Pszonowsky gave summary reports and lessons learned on the shooting incidents that occurred in Concord and Pittsfield. FM Toomey also contributed information from several other incidents from around the state involving violence.

Next meeting –Location Northwood– February 15th, 2024

Motion and second to adjourn at 20:47



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: Primex3 Members as per attached Schedule of Members Property & Liability Program		Member Number:		Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			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
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 1/2/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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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 PO Box 23 Hooksett, NH 03106-9716	
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	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease - Each Employee		\$2,000,000
			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: 1/2/2024 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH Dept of Safety 33 Hazen Dr. Concord, NH 03305			