CSG

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

January 24, 2025 89

Her Excellency, Governor Kelly A. Ayotte
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 Coos County (154178-B002), PO Box 310, West Stewartstown, NH 03597, in the amount of $13,124.54 to create their Hazard Mitigation Plan (HMP). Effective upon Governor and Council approval through March 13, 2029. **100% Federal Funds.**

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

02-23-23-236010- 29200000	Dept. of Safety – HSEM – HMGP	
072-500574 Grants to Local Gov't - Federal		SFY 2025
Activity Code: 23DR4740HM		$13,124.54

EXPLANATION

The purpose of this grant is for Coos County to create their HMP. The grant listed above is funded by the Hazard Mitigation Grant Program (HMGP), which was awarded to the Department of Safety, HSEM, from the Federal Emergency Management Agency (FEMA). HMGP provides funding to sub-recipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP 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.

HMGP is 75% Federally funded by FEMA with a 25% match requirement supplied by the sub-recipient. The sub-recipient acknowledges their match obligation as part of Exhibits B and C to their grant agreement.

In the event that HMGP 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 Sub-Recipient 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. Sub-Recipient Name Coos County (154178- B002		1.4. Sub-Recipient Address PO Box 310, West Stewartstown, NH 03597	
1.5 Sub-Recipient Tel. # 603- 237-1920	1.6. Account Number AU #29200000	1.7. Completion Date March 13, 2029	1.8. Grant Limitation $13,124.54
1.9. Grant Officer for State Agency Austin Brown, Chief of Mitigation & Recovery		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. Sub-Recipient Signature 1 Thomas M. Brady		1.12. Name & Title of Sub-Recipient Signor 1 Thomas Brady, Chairperson	
Sub-Recipient Signature 2 Raymond Gorman		Name & Title of Sub-Recipient Signor 2 Raymond Gorman, Vice Chairperson	
Sub-Recipient Signature 3 Robert L. Théberge		Name & Title of Sub-Recipient Signor 3 Robert Théberge, Clerk	
1.13. State Agency Signature(s) By: Amy On: 01/23/25		1.14. Name & Title of State Agency Signor(s) Amy 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: 02/07/2025			
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").

Sub-Recipient Initials: 1.) TMB 2.) RPG 3.) RLT Date: 1/8/25

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.
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 Sub-Recipient" 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 Sub-Recipient" must be expended within thirty (30) days of receiving the advanced funds.

4. "The Sub-Recipient" 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 Sub-Recipient" 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 Sub-Recipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Sub-Recipient" 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 Sub-Recipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Sub-Recipient" 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.

5. The "Sub-Recipient" will be required to provide the formally approved Local Hazard Mitigation Plan electronically at the completion of the project.

EXHIBIT B

Scope of Work, Project Tasks & Deliverables, and Project Review & Conditions

1. SCOPE OF WORK

The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the **Coos County** (hereinafter referred to as "the Sub-Recipient") **$13,124.54** within the DR 4740 Hazard Mitigation Grant Program (HMGP).

"The Sub-Recipient" shall utilize the above referenced funding to create a hazard mitigation plan for the unincorporated towns of: Atkinson & Gilmanton Academy Grant, Bean's Grant, Bean's Purchase, Cambridge, Chandler's Purchase, Crawford's Purchase, Cutt's Grant, Dix Grant, Dixville, Erving's Grant, Green's Grant, Hadley's Purchase, Kilkenny, Low & Burbank Grant, Martin's Location, Millsfield, Odell, Pinkham's Grant, Sargent's Purchase, Second College Grant, Success, Thompson & Meserve Purchase, and Wentworth Location all located within Coos County in accordance with 44 CFR Part 201.

"The Sub-Recipient" agrees that the period of performance ends on March 13, 2029 and by that date the aforementioned hazard mitigation plans must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by April 13, 2029, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "the State" by April 13, 2029 .

2. PROJECT TASKS AND DELIVERABLES – NEW LOCAL HAZARD MITIGATION PLAN

Coos County, NH will prepare a Local Hazard Mitigation Plan in accordance with FEMA guidelines for Hazard Mitigation Planning. The **Coos County** Administrator and/or Grants, Contracts and Compliance Administrator will assemble a Hazard Mitigation Planning Committee and/or Team and may be assisted, by a vendor of their choice, for this scope of work. The **Coos County** plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Landslide, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires.

It should be noted that this single-jurisdiction plan will include the unincorporated towns of: Atkinson & Gilmanton Academy Grant, Bean's Grant, Bean's Purchase, Cambridge, Chandler's Purchase, Crawford's Purchase, Cutt's Grant, Dix Grant, Dixville, Erving's Grant, Green's Grant, Hadley's Purchase, Kilkenny, Low & Burbank Grant, Martin's Location, Millsfield, Odell, Pinkham's Grant, Sargent's Purchase, Second College Grant, Success, Thompson & Meserve Purchase, and Wentworth Location. Throughout the scope of work, the unincorporated towns within Coos County may be referred to as "community."

The planning process will include the following actions and elements:

Task 1-3

1. **Grant Award and Contracting:**
   The Coos County Administrator and/or Grants, Contracts and Compliance Administrator will be the point of contact for the Hazard Mitigation planning process and the community will procure services to facilitate this planning process:
   - Official Notification of Award.
   - Identify potential Planning Committee and/or Team members. Please see the Potential Planning Team Members list attached for potential roles and responsibilities.
   - Provide Contractor Selection to NH HSEM.
   - Execute a contract.

2. **Select and Hire a Vendor:**
   The vendor will hold no less than two planning meetings to coordinate the planning process with the Planning Team and will document the process used to develop the plan, including but not limited to:
   - How the plan update was prepared.
   - Who was involved in this process.
   - How the public was involved (i.e., Community outreach, local planning team participation).

3. **Convene a local Hazard Mitigation Planning Committee:**
   Coos County will convene a local Hazard Mitigation Planning Team. Members should include a cross-section of the community, such as residents, government officials, community leaders and business owners. The Planning Team will serve as a liaison between the community and the vendor. The Planning Team will assist in the plan development by providing access to relevant local data, identify potential mitigation projects, facilitating community input on plan recommendations and priorities, reviewing draft products, and assisting with outreach to community stakeholders. With the vendor's facilitation and technical assistance, the Coos County Hazard Mitigation Planning Team will:
   - Develop a mission statement.
   - Assign roles and responsibilities.
   - Develop a specific timeline for planning activities.
   - Convene no less than two in person, online, or hybrid planning team meetings with the vendor to direct and monitor the planning process.
   - Gather public feedback throughout the planning process potentially though public surveys posted through County websites and social media accounts. The Planning Team will hold a minimum of two community public meetings during the planning process update, one during the production of the plan update, and one during the review of the draft plan update.
   - Solicit input from key stakeholders in the community, including business associations, local or regional institutions, local NGO's, and residents.
   - Conduct local outreach to stakeholders through postings on the County website, County social media accounts, outreach to local print and/or online press, and use of local access cable TV where available. Outreach to neighboring communities will also be conducted.

- Reach out to underserved and vulnerable populations to receive feedback and participate in the planning process.
- Provide input regarding the feasibility and prioritization of mitigation measures.
- Review the draft plan and its goals and proposed mitigation projects.
- Oversee the implementation, maintenance and updating of the plan update.

Task 4. Hazard Profiles for each Hazard that impacts the community:

- Using the best available existing data, the vendor will create a map of areas affected by multiple natural hazards for the **Coos County**. A set of hazard maps will be included within the Hazard Mitigation plan, and GIS files will be made available to **Coos County** for integration with their other community plans when possible. These maps will be the basis for the communities known hazards. The hazard identification will include an assessment of the community's risks that summarizes the vulnerability of each hazard based on the location, extent, probability, and severity of the hazards. A vulnerability analysis will be conducted; your vendor may consider using FEMA's HAZUS-MH, as well as, a GIS map analysis to delineate those critical facilities that are located within mapped hazard areas.
- **Coos County** will develop the description and prioritization of the natural hazards that have occurred within the community.

Task 5. Facility Inventory:

Coos County will prepare an inventory of facilities and explain how these facilities intersect with the known hazards for the community. This task will be based on input from the community and the best available state and local information. This data may be used to develop updated GIS maps of the following items:

- Critical facilities; including the following, if they exist in the community:
  - Emergency operations centers
  - County offices
  - Water and wastewater treatment plants
  - Sewage pumping stations
  - Police or fire stations
  - Schools
  - Hospitals
  - Day-care facilities
  - Public works garages
  - Nursing homes/elderly housing
  - Emergency shelters
  - Economic Drivers:
    - Large Businesses
    - Large Employers
    - Historical or Cultural sites
  - All repetitive flood loss structures and structures which have incurred substantial damage, if they exist, as defined by FEMA. These buildings(s) must be analyzed by type (Commercial / Residential), number, and general location as it relates to the known hazard areas. The addresses and associated data will be provided, upon request to, the community by the State NFIP Coordinator.

- Land use maps that depict the location of developed land uses, delineated by categories based on use (e.g., residential, commercial, industrial, institutional, other public use, etc.) and how it intersects with known hazards.
- Anticipated future land use areas and how they intersect with known hazards.

Task 6: Vulnerability:

Based on the previous information from Task 5, Coos County will generate the overview of each of the specific hazards and the community's vulnerability to those specific hazards. This vulnerability assessment, if possible, will include:

- Problem Statements: These will summarize the biggest issues for the community in terms of; Types and numbers of buildings, infrastructure, and critical facilities located in the hazard areas.
- All existing multiple hazard protection measures within the community, including protective measures under the National Flood Insurance Program (NFIP).
- A description of each measure, the method of enforcement, and/or the point of contact responsible for implementation of each measure.
- Historical performance of each measure and a description of improvements or changes needed.
- General description of land uses and development trends to incorporate future land use decisions.

Task 7. Mitigation Goals:

Coos County, with vendor support, will build the mitigation strategies specific to the community's exposure to and impacts from identified natural hazards. The strategy will include:

- Create, edit, or delete goals as needed;
- Obtain public input;
- Analyze existing capabilities;
- Include a description of the NFIP program and how the community will continue compliance over the next five years.
- Establish a list of mitigation goal statements that focus on reducing the risks from the identified natural hazards. The goal development and project prioritization will be conducted by the Hazard Mitigation Planning Team. An example of a goal statement and an objective would be:
  - GOAL: Increase coordination between Federal, state, County, and private resources in pre-disaster planning, post-disaster recovery, and continuous hazard mitigation implementation.
  - OBJECTIVE: Identify the availability of additional private and public sector financial incentives for homeowners, businesses and local and county governments that will allow the development and implementation of cost-effective hazard mitigation measures in high-risk areas.

Task 8. Actions:

A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. This section will include a list of prioritized

hazard mitigation projects that best meet the communities' needs for multiple hazard damage reduction:

- These projects may be non-structural (e.g., planning, regulatory measures, property acquisition, retrofitting, elevation) or structural (e.g., seawalls, dams, dikes) solutions.
- At a minimum, this list of prioritized projects will be based on a process that results in identification of cost-effective hazard mitigation projects with public input, including:
  - An analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and costs), engineering, technical, legal, environmental, social, and political feasibility. Selected options will best fit the community's needs and meet most or all aspects of the feasibility analysis.
  - Coordination with relevant Federal and state agencies for input and technical assistance.
- Build the mitigation action plan.
- Identify data integration opportunities throughout the community.

Task 9. Plan Review, Evaluation, and Implementation

In order to be an effective representation of the jurisdiction's overall strategy for reducing its risks from natural hazards, the mitigation plan must reflect current conditions. This will require an assessment of the current development patterns and development pressures as well as an evaluation of hazard or risk information.

- The plan must describe development that have occurred in hazard prone areas and the vulnerability of each jurisdiction.
- The plan must identify hazard mitigation actions.
- The plan must describe priorities for the mitigation plan.
- Coos County may utilize and implement their proposed plan to identify vulnerabilities to their community, consider potential mitigation projects, and prioritize possible solutions to address risk.

Task 10. Maintenance:

- Coos County in conjunction with the planning team will monitor, evaluate, and update the plan.
- The Planning Team will assist Coos County in the implementation and incorporation of the plan's goals into other local planning processes, such as a Comprehensive Plan, or other County by-laws and ordinances.
- The completed plan update will include an implementation schedule with procedures for ensuring the plan's implementation, updating and revision every five years.

Task 11. Public Review of Draft:

- The Planning Team will work with the community for continued public involvement to include public review of the draft plan through public outreach strategies.

Task 12. Review and Approval:

- Submit the plan update to NH HSEM /FEMA for review; revised based on NH HSEM/FEMA comments; submit revised plan update for approval pending adoption.

- When APA is received, the plan update will be brought before the appropriate governmental board in the County for adoption.
- Send the final adopted plan update to NH HSEM/FEMA, Receive approval by FEMA.
- Non-regulatory Grant Closeout.

3. PROJECT REVIEW AND CONDITIONS

"The Sub-Recipient" shall submit quarterly progress reports, drafts, and final updated local hazard mitigation plans for aforementioned communities. Quarterly reporting shall begin in the quarter in which this grant agreement is approved, shall be submitted within fifteen (15) days after the end of a quarter, and shall continue until the project is completed.

"The Sub-Recipient" agrees to submit draft plans to HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Sub-Recipient shall obtain adoption of the plan no later than twelve months from APA and submit electronic copies of the adoption documentation and the final plan for Formal Approval.

"The Sub-Recipient" further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.

"The Sub-Recipient" agrees to provide copies of the formally approved plans to HSEM in electronic format upon receipt of the Federal Emergency Management Agency's approval letter.

"The Sub-Recipient agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

"The Sub-Recipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date as identified in HSEM's closeout letter. In these records, "the Sub-Recipient" shall maintain documentation of the 25% cost share required by this grant.

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Sub-Applicant Share	Grant (Federal Share)	Cost Totals
Project Cost	$4,374.84	$13,124.54	$17,499.38
Project Cost is 75% Federal Funds, 25% Applicant Share			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Hazard Mitigation Grant Program (HMGP) 4740DRNHP00000015			
Assistance Listings Number: 97.039			
Applicant's Unique Entity Identifier (UEI): KCJJXT8MT8Z3			

2. PAYMENT SCHEDULE

a. "The Sub-Recipient" agrees the total payment by "the State" under this grant agreement shall be up to **$13,124.54** and allocated to individual plan development as follows:

Jurisdiction	Federal Share	Sub-Applicant Share
Coos County	$13,124.54	$4,374.84

Nothing in this allocation shall affect "the Sub-Recipient's" obligation to maintain financial records including documentation of the 25% cost share required by this grant.

b. All services shall be performed to the satisfaction of "the State" before payment is made. All payments shall be made upon receipt and approval of stated tasks and upon receipt of associated reimbursement request(s). Documentation of completed deliverables and match committed shall be provided with each payment request. The amount per community is limited to the amounts stated in paragraph "a" above. Payment shall be made in accordance with the following schedule based upon completion of specific tasks and deliverables described in Exhibit B:

Task Completed	% of Individual Plan Cost to be Billed
Task 1. Document the Planning Process • Grant Award and Contracting • Select and Hire a Vendor • Convene a Local Hazard Mitigation Planning Committee	20%
Task 2. Conduct a Hazard Identification and Risk Assessment • Revisit the Hazard Profiles • Facility Inventory • Vulnerability Assessment	20%
Task 3. Identify Mitigation Actions • Mitigation Goals	20%

Sub-Recipient Initials: 1.) MB 2.) RPG 3.) [illegible] Date: 12-17-24

Task 4. Prioritize Mitigation Actions • Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive APA status • Plan Review, Evaluation, and Implementation • Plan Maintenance • Public Review of Draft	15%
Task 6. Submit Adopted Plan and receive Formal Approval • Review and Approval	5%

c. Upon Governor and Executive Council Approval, allowable match may be incurred for this project from the start of the federal period of performance of this grant, September 14, 2023, to the identified completion date (block 1.7).

Sub-Recipient Initials: 1.) TMB 2.) RPG 3.) [illegible] Date: 12-17-24

U.S. Department of Homeland Security
FEMA Region I
220 Binney Street
Cambridge, MA 02142

FEMA

Acknowledgment of Programmatic Requirements

Major Disaster: FEMA-4740-DR-NH
Hazard Mitigation Grant Program Project Number: DR-4740-1P
Project Name: Coos County Local Hazard Mitigation Plan
Recipient: New Hampshire Homeland Security and Emergency Management
Subrecipient: Coos County, NH
Project Description / Scope of Work:
The Coos County Administrator and/or Grants, Contracts and Compliance Administrator would assemble a Hazard Mitigation Planning Committee and/or Team and may be assisted, by a vendor of their choice, for this scope of work. The Coos County plan would address mitigation of multiple natural hazards that may affect the community, including Avalanche, Coastal Flooding, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Winds Events, Landslide, Lightning, Sever Winter Weather, Solor Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires. Coos County, NH would prepare the new Local Hazard Mitigation Plan in accordance with FEMA guidelines for Hazard Mitigation Planning.

Specific tasks include; 1.) Grant Award and Contracting, 2.) Select and hire a vendor, 3.) Convene a local hazard mitigation planning committee, 4.) Revisit the hazard profiles for each hazard that impacts the community, 5.) Facility inventory, 6.) Assess vulnerabilities, 7.) Update mitigation goals, 8.) Identify and analyze a comprehensive range of specific mitigation actions, 9.) Plan, review, evaluation, and implementation, 10.) Maintenance, 11.) Public review and draft, 12.) Review and approval.

The end deliverable of this grant will be a FEMA approved Hazard Mitigation Plan for The Unincorporated Towns of Coos County: Atkinson & Gilmanton Academy Grant, Bean's Grant, Bean's Purchase, Cambridge, Chandler's Purchase, Crawford's Purchase, Cutt's Grant, Dix Grant, Dixville, Erving's Grant, Green's Grant, Hadley's Purchase, Kilkenny, Low & Burbank Grant, Matin's Location, Millsfield, Odell, Pinkham's Grant, Sargent's Purchase, Second College Grant, Success, Thompson & Meserve Purchase, and Wentworth Location, in accordance with the Local Hazard Mitigation Planning Policy Guidance effective APR 19, 2023.

Federal Funding: The Federal Award is $13,124.54, which is 75% of the total approved project cost of $17,499.38.

Non-Federal Funding: As a condition of the Federal Award, the Recipient is required to contribute a Non-Federal match of $4,374.84 which is 25% of the total approved project cost.

Approved Non-Federal Match:
Source(s): Coos County, County Budget.
Type: In-kind
Description: Coos County will be meeting the non-federal match commitment by In-Kind Services.

The Recipient is responsible for the Non-Federal share and any actual costs that exceed the total aproved project cost. The Recipient will follow all Non-Federal matching requirements set forth in applicable law, regulations, and FEMA guidance and in compliance with 2 C.F.R. § 200.306. The Non-Federal match must be available at the time FEMA approves the Federal Award. The Recipient will ensure the Non-Federal cost share, cash and/or third-party in-kind contributions meet all the following criteria:

- Are verifiable from the Non-Federal entity's records;
- Are not included as contributions for any other Federal Award;
- Are necessary and reasonable for accomplishment of project or program objectives;
- Are allowable under Subpart E - Cost Principles;
- Are not paid by the Federal Government under another Federal Award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- Are provided for in the approved budget when required by the Federal Awarding agency.

Overview. The following sections of this document set forth the various terms and conditions for the referenced project above under the Hazard Mitigation Grant Program ("HMGP") with which both the Recipient and Subrecipient must comply. Failure to comply with these terms and conditions could jeopardize the federal funding provided and result in the total or partial termination of the federal award and disallowance of some or all costs.

I. General Terms and Conditions

The Recipient and Subrecipient must comply with the terms and conditions set forth in the FEMA-State Agreement and the 2023 Department of Homeland Security Standard Terms and Conditions.

II. Environmental and Historic Preservation Terms and Conditions

A. The Recipient and Subrecipient must comply with terms and conditions set forth in the Record of Environmental Consideration ("REC") for the project, see attached.

III. Administrative Requirements

A. The Recipient will notify the Subrecipient in writing of all the Subaward information as required per 2CFR 200.332.

B. The Recipient and Subrecipient must comply with the requirements of 2 C.F.R. pt. 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. This includes, among other things, the requirement to comply with the procurement standards at 2 C.F.R. § 200.317-327.

IV. Programmatic Requirements

Applicants and sub-applicants must use applicable State, tribal, or local mitigation planning guidance to determine the specific requirements for new plans and plan updates regarding the planning process; hazard identification and risk assessment; mitigation strategy; plan review, evaluation, and implementation; and plan adoption.

A. The Federal assistance for this sub-award is specifically conditioned upon the receipt of FEMA approved **Coos County Local Hazard Mitigation Plan** in accordance with the Local Hazard Mitigation Planning Policy Guidance effective APR 19, 2023.

B. For Planning Subapplications, the Non-Federal entity must comply with:
- 44 C.F.R. § 201.6 - Local Mitigation Plans
- The Local Hazard Mitigation Planning Policy Guide FP-206-21-0002 Effective APR 19,2023.
- 44 CFR pt. 206, subpart N - Hazard Mitigation Grant Program.
- The Implementation section in the 2015 Hazard Mitigation Assistance Guidance.
- The Implementation section in the Hazard Mitigation Assistance Guidance Addendum.
- FEMA HMA Monitoring Field Guide
- HMA project specific Closeout Checklists

C. **Post-Award Federal Requirements.** FEMA must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended, and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements.

The Non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the Non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

1. **Approved Estimated Time for Completion.** The approved estimated time for the completion of this project is of **thirty-three (33)** months from date of award.

2. **Subaward Period of Performance**. The Recipient is responsible for setting the subaward Period of Performance Start and End Date to reflect the estimated time of completion proposed in the application, not to exceed the Prime Award period of performance established by FEMA. Any costs incurred outside the period of performance are not allowable. The Subaward period of performance is the time during which the Subrecipient may incur new obligations to carry out the work authorized under the Federal award. The Subaward period of performance end date establishes the point at which the Recipient and all subrecipients may no longer incur any costs under the Federal award, may no longer receive new equipment or services, must complete all work, must start final reconciliation of costs and must start preparation of final reports to be submitted as required to close the Federal award. The closeout period is not part of the sub-award period of performance, costs incurred during the closeout period are not allowed and will not be reimbursed.

   A Non-Federal entity, as explained in §75.309, may charge to a Federal Award only allowable costs incurred during the period of performance (except as described in 2 CFR § 200.458) and any costs incurred before FEMA made the Federal Award or the pass-through entity makes a Subaward that were authorized by FEMA or the pass-through entity.

   - **Eligible Costs.** Allowable costs are those costs that are necessary and reasonable for the proper and efficient performance and administration of the Federal award. The following line-item breakdown of costs with justification associated with planning are generally allowable:

- Meetings and public outreach, including the costs associated with what is necessary and reasonable
- Data research and collection, including eligible mapping activities or risk assessment; if using Hazus for flood, earthquake, or hurricane risk assessments, include costs for user defined/provided hazard and inventory data
- Mitigation strategy development and prioritization
- Plan drafting, State and FEMA review, revisions, and final production
- Professional development training, tuition, and travel for the purpose of carrying out the planning tasks
- Administrative costs for the subapplicant to manage the planning process and contractor

D. **Program Income**. FEMA encourages Non-Federal entities to generate program income to help defray program costs. Program income is gross income received by the Non-Federal entity directly generated by an award-supported activity or earned only as a result of the award during the award POP. Program income may be derived from use or rental of real or personal property acquired with award funds, and sale of commodities or items fabricated under the award. Subrecipients must deduct this income from total project costs as specified in 2 CFR Sections 200.80 and 200.307.

1. **Audit Procedures**
   i. Confirm tracking of program income through reporting procedures and monitoring of reimbursement requests.
   ii. Verification that any program income has been deducted from total project costs as specified in 2 CFR Section 200.307

E. **Procurement and Suspension and Debarment**. Grantees should follow the Uniform Guidance procurement requirements found in Title 2 Part 2 of the Code of Federal Regulations, §200.318 through § 200.327 (2 CFR Part 200 Uniform Guidance) unless the State procurement requirements are more restrictive. The HMGP Program follows 2 CFR Section 200.338 standard regarding Procurement, Suspension and Debarment.

1. A non-Federal entity must use one of the following five methods of procurement described at 2 CFR Section 200.320: (1) procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals. FEMA may reimburse costs incurred under a contract procured through a non-competitive proposal, also referred to as sole source contract, only when one or more of the following circumstances apply:
   - The aggregate dollar amount of the acquisition of property or services does not exceed the micro-purchase threshold.
   - The item is only available from a single source.
   - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (this exception to competitive procurement is only for work specifically related to the circumstance and only while the circumstances exist). Applicants or subapplicants need to immediately begin the process of competitively procuring similar goods and services and transition to a competitively procured contract as soon as the circumstances cease to exist.
   - FEMA or the pass-through entity expressly authorizes a non-competitive proposal in response to a written request from the subapplicant.

- After solicitation of several sources, competition is determined inadequate.

2. **Audit Procedures**
   i. The Recipient must provide the Subrecipient with information on CFR 2 Procurement, Suspension, and Debarment standards. All other non-Federal entities, including subrecipients of a state, must have and follow written procurement procedures that reflect the procurement standards in part 200. This section does not require the non-Federal entity to maintain a contract administration system; it's a matter of an entity's judgment as to how the non-Federal entity is going to maintain oversight of contracts and contractors (See 2 CFR 200.318).
   ii. The Recipient must monitor the Subrecipient contracting throughout the entire Grants Management life cycle 2 CFR 200.329.

F. **Intended Purpose.** Federal award dollars must be used for their intended purpose. Recipients of a Federal award have been awarded funds to carry out the goals and objectives identified in the award. These funds are subject to certain regulations, oversight, and audit. Recipients are stewards of Federal funds, must account for costs and justify expenditures. When a Non-Federal entity receives Federal award dollars they are entrusted with the appropriate expenditure. The following actions are violations to Federal awards and are subject to criminal prosecution, fines, restitution, and civil penalties:
   - Charging personal expenses as business expenses against the award.
   - Charging for costs which have not been incurred or are not attributable to the award.
   - Charging for inflated labor costs or hours, or categories of labor which have not been incurred (for example, fictitious employees, contractors, or consultants).
   - Falsifying information in grant applications or contract proposals.
   - Billing more than one Federal award or contract for the same work.
   - Falsifying test results or other data.
   - Substituting approved materials with unauthorized products.
   - Misrepresenting a project's status to continue receiving government funds.
   - Charging higher rates than those stated or negotiated for in the bid or contract
   - Influencing government employees to award a grant or contract to a particular company, family member, or friend.

G. **Subrecipient Monitoring**. The Non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. Upon award and following execution of a Grant Agreement, the Recipient must monitor the Subrecipient to ensure the approved scope of work is implemented in accordance with the approved estimated time of completion of the approved activities and assure compliance with applicable Federal requirements and performance expectations are being achieved.

1. **Audit Procedures**
   i. The Recipient must monitor the Subrecipient throughout the entire Grants Management life cycle, through site visits, desk monitoring via customer service interactions (Contact Log), monthly Progress Reports, and final site visits.
   ii. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best

information available to describe the Federal award and subaward. See Requirements for Pass-through entities 2 CFR § 200.332

iii. On a quarterly basis, the Recipient must document and show evidence that each individual subaward is being monitored. Reports are distributed by Recipient to FEMA Portfolio and Grants Financial managing unit to collect written confirmation of the review of each subaward

2. **Monitoring Steps**
   - Meet with subrecipient regularly to review subrecipient progress
   - Ensure invoices/financial reports are timely, compliant with the terms of the subaward agreement, accurate, and contain the appropriate certification
   - Obtain Recipient written confirmation/signature approving all payments (Note: Designee refers to the individual whom the Recipient has delegated for subrecipient invoice approval responsibility and who has first-hand knowledge of the Recipient's award(s) and programmatic progress of the subrecipient.)
   - For any questionable expense(s), request additional backup from the subrecipient specific to the charge(s) prior to payment
   - As issues arise report them to FEMA through the Recipient
   - Request additional supporting detail for all financial invoices and expenses in accordance with the subaward terms and conditions
   - Document and retain communications regarding project performance
   - Report any significant issues to FEMA through the Recipient immediately. The Recipient and or FEMA may recommend further action, such as:
     - Withholding payments
     - Corrective Action Plan
     - Performing an audit or site visit
     - Terminating the subaward

H. **Quarterly Performance Reporting**. Progress reports. The Non-Federal entity shall submit a Quarterly Progress Report to FEMA indicating the status and completion date for each measure funded. At a minimum, the Recipient will ensure the Non-Federal performance reports meet the requirements of Form FEMA Form FF-206-F FEMA Form FF-206-F HMGP Quarterly Progress Reports - OMB 1660-0076. Any problems or circumstances affecting completion dates, scope of work, or project costs which are expected to result in noncompliance with the approved grant conditions shall be described in the report.

I. **Quarterly Financial Reporting**. the Non-Federal entity Federal must relate financial data and accomplishments to performance goals and objectives of the Federal award. Cost information must be provided to demonstrate cost effective practices (e.g., through unit cost data). Recipient will work with FEMA Portfolio Owner and Grants Financial managing unit.

J. **Amendments**. The most common kinds of amendments are changes to the budget, change of scope requests, and extension requests.

1. **Budget Amendments.** Before making any change to the FEMA-approved budget for this project, the Recipient must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. If the total HMGP grant award for this declaration has an approved budget greater than the simplified acquisition threshold (currently $250,000), the Recipient may not transfer funds for non-

construction projects among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget for the entire HMGP grant award that FEMA last approved.

i. The Recipient must report any deviations from the FEMA approved budget in the first Federal Financial Report (SF-425) submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval. In addition, the Recipient will inform FEMA, as early as possible, when it estimates that it will not utilize the entire amount of the Federal award and have excess funds at the end of the period of performance.

ii. The approval of any changes to the budget are entirely committed to FEMA's discretion.

2. **Scope of Work Amendment.** Any deviation from the approved scope of work is considered a modification and will require FEMA's review and approval. The Recipient may request a change in the scope of work after FEMA approves the Federal award so long as the new scope does not change the nature or total project cost of the activity, properties identified in any sub-application, the feasibility and effectiveness of the project, or the benefit cost ratio. Any requests for a change in the scope of work must be supported by adequate justification, to include a description of the proposed change, a written explanation of the reason or reasons for the change, an outline of remaining funds available to support the change, a full description of the work necessary to complete activity, and an updated estimated time for completion.

   i. The approval of any changes to the scope of work are entirely committed to FEMA's discretion.

   ii. The Recipient must obtain FEMA's approval before the Recipient or Subrecipient commences work on any change in the scope of work for the project.

3. **Extension Amendment.** If you determine that the work may not be completed and/or deliverables will not be finished within the Subaward period of performance and will exceed the prime award period of performance, a time extension is necessary.

   i. **Estimated Time of Completion.** The approved estimated time for the completion of this project is of **thirty-three (33)** months from date of award.

   ii. The Subrecipient through the Recipient must submit any request to extend the period of performance at least **90** days before the expiration of the prime award period of performance. Hazard Mitigation Assistance Guidance, Part VI, § D.4.1.The request must be in writing and must contain:
      a. Written justification, which includes a written explanation of the reasons for the delay
      b. Amended scheduled in the same format as provided with the approved application and an updated estimated time for completion. At a minimum, the amended schedule should include:
         i. Approved Activities Description
         ii. Time Frame in Months
         iii. Revised Time Frame in Months

iv. Actual Completion Date
v. Revised Date Completion Date

c. An outline of remaining funds available to support the extended period of performance,
d. a description of performance measures necessary to complete the activity,

iii. FEMA will not process an extension request without justification and the decision to approve any extension request is committed entirely to FEMA's discretion. In order for FEMA to consider a request, the Recipient's performance and financial reports must be current.

iv. FEMA will not approve extensions to the period of performance for delays caused by the lack of non-Federal match funding.

K. **Cost Share.** Cost share is the Non-Federal share of the overall project costs a Recipient grantee is required to contribute. There are two kinds of match requirements, which are cash and in-kind. A cash match requires a cash contribution from the Recipient to the overall project costs. An in-kind match includes the value of non-cash contributions—such as volunteer time and donations—as the Recipient's required contribution.

The Recipient will contribute a Non-Federal cost share of 10% of the total approved project cost. It is understood and agreed that the Subrecipient must provide the minimum amount of cost sharing as stipulated in the Recipient's budget approved by FEMA's Grants Management Specialist.

The Non-Federal entity must maintain written records to support all allowable, reasonable, and necessary costs which are claimed as being its contribution to cost participation, as well as costs to be paid by FEMA. Such records are subject to audit. The basis for determining the value of cash and non-cash contributions must be in accordance with 2 CFR 200.306 Cost Sharing or Matching. Verification of Non-Federal match will be required. If the source of matching funds is changed, prior written FEMA approval is required.

There are two kinds of matches, cash and in-kind. FEMA will request the following supporting documentation for the approved type of match identified in the application to verify the Non-Federal match was met:

i. **Cash Match**. Cash match can consist of state or local funds, or private or corporate donations. It cannot include funds received from any Federal Government through other grant awards. The match is counted when expended, not when received. During the course of the sub-grant, Subrecipients must document the expenditures paid for with cash match to demonstrate that the funds were spent on eligible activities. The Recipient is responsible for monitoring the Subrecipient match.

ii. **In-kind Match**. In-kind match must be necessary and reasonable to accomplish the approved SOW objectives. Show how the value of each contribution was determined by documenting the following:

- For donated goods,
  - ✓ provide a description and number of items
  - ✓ date provided, and
  - ✓ the total fair market value of the items;

- ✓ For facilities,
- ✓ the published rental rate and hours or dates the facility was used.

- For volunteer services (one person per form),
  - ✓ list the number of hours worked,
  - ✓ date(s) of service,
  - ✓ type of service, and
  - ✓ rate of pay.
- For Subrecipient provided services (one person per form),
  Costs not directly covered in Subaward budget with federal dollars.
  - ✓ list the number of hours worked,
  - ✓ date(s) of service,
  - ✓ type of service, and
  - ✓ rate of pay.

All in-kind items reported must:

- Be provided by a third-party, either an individual or an organization, not the grant recipient.
- Be for allowable costs and activities that were included in your approved project budget.
- Be supported by documentation that corroborates the fair market value of the goods or services provided.
- While you may use allowable third-party in-kind contributions to meet the matching requirement for your award, you cannot be reimbursed by the HMGP for in-kind donations.

Additional guidance regarding in-kind contributions is located in 2 CFR 200 Uniform Guidance. See especially, 2 CFR §200.306 Cost sharing or matching (b), (d) – (j).

L. **Audit Procedures**

i. The Recipient will verify that the required matching contributions were met.

ii. The Recipient will ascertain the sources of matching contributions and perform tests to verify they were from an allowable source

iii. The Recipient will reconcile records to verify that the values placed on in-kind contributions (including third-party contributions) are in accordance with 2 CFR 200.306, program regulations, and the terms of the award.

M. **Subaward Closeout Requirements.** The Non-Federal entity must liquidate all financial obligations and submit a complete closeout request, to include all final closeout reports no later than 90 calendar days after the end date of the POP as stated in 2 C.F.R. § 200.343 (2020), or 90 calendar days from work completion, whichever occurs first. Costs incurred during this regulatory period are not allowed and will not be reimbursed.

FEMA will review all closeout documentation for completeness and compliance. If an incomplete closeout request is submitted, FEMA will send the Recipient a request for additional supporting documentation.

If the Recipient fails to comply with the closeout reporting and liquidation requirements within the timelines established, FEMA may, after notifying the Recipient, take unilateral action to

administratively close the Federal award and/or take other remedies for noncompliance with 2 C.F.R. § 200.339. This may result in the Recipient returning or foregoing assistance payments, enhanced monitoring in other grant awards, imposition of other specific conditions, or some combination pursuant to 2 C.F.R. § 200.339.

The Non-Federal entity will comply and will provide the closeout requirements summarized here:

1. The Recipient must submit a final payment of claim and supporting documentation for this project in accordance with 44 C.F.R. § 206.438 and Hazard Mitigation Assistance Guidance (2015).
2. A completed HMA Closeout Checklist
3. As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying:
    i. The project was completed as outlined in the approved scope of work (SOW)
    ii. The reported costs were incurred in the performance of eligible work
    iii. The approved work was completed, and the mitigation measure is compliant with the provisions of the FEMA-State Agreement (for HMGP)
    iv. A statement identifying what action was taken to address each environmental condition or explain why an action was not required.
        a. Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions (if applicable).
    v. A Duplication of Benefit review was completed. The Recipient will complete a Duplication of Benefits review to ensure that the subrecipient did not receive Federal assistance for the same purpose from another source.
    vi. A Duplication of Programs search was performed to ensure that the subrecipient did not receive Federal assistance for the same purpose from another source.
    vii. A program income review was completed. The Non-Federal entity will complete a program income review to ensure that the subrecipient deducts this income from total project costs as specified in 2 CFR Sections 200.80 and 2 CFR 200.307.
4. The Non-Federal entity will submit a final financial report. The Non-Federal entity must ensure that all financial reports have been submitted.
    i. The Non-Federal entity must perform a financial reconciliation to determine whether a de-obligation is needed. If a de-obligation is needed, the Non-Federal entity must identify the line item from the final itemized budget summary.
    ii. Ensure submitted expenses are eligible and all costs were incurred during the Period of Performance.
5. The Non-Federal entity will submit a final itemized budget summary that includes the Federal share disbursed, Non-Federal match, identify a line item of any Federal funds to be de-obligated, and final total project cost incurred. The Final budget and total project cost must be submitted in the same format as submitted in the approved application.
    i. Ensure the Non-Federal match is correct and properly documented.
6. The Non-Federal entity will submit a final Quarterly Progress Report. The Non-Federal entity must ensure that all Quarterly Progress Reports have been submitted.
7. The Non-Federal entity must be prepared for possible audits of the closed project.

Closeout Extension. The Subrecipient through the Recipient must submit a request to extend the regulatory closeout period at least **90** days before the closeout period end date. The request must be in writing, adequately justified, and at a minimum must contain the following:

- Time Frame in Months

- Reason for the delay
- A description of performance measures necessary to complete the closeout activities.
- Closeout Activities Description
    - Project specific closeout checklist, final progress report, final site visit report, financial; reconciliation, non-federal match supporting documentation, final budget)
- Subaward (Project Number)
- Federal Share Amount
- Non-Federal Share Amount
- Federal Share Balance
- Amount to be de-obligated
- Reimbursement Status
- Proposed Date of Closeout Package

V. Acknowledgements

Signature Recipient

Signature Subrecipient

ROBERT M. BURTON, DIRECTOR
Print Name and Title

Mark A. Brady
Print Name and Title

14 NOV. 2024
Date

11/13/2024
Date

CERTIFICATE OF AUTHORITY

I, Thomas Brady of the Coös County Board of Commissioners do hereby certify that:

(1) the Board of Commissioners voted to accept funds and enter into a grant agreement with the New Hampshire Division of Homeland Security and Emergency Management;
(2) The Board of Commissioners further authorizes the County Administrator to execute any documents which may be necessary for this contract and all agreements related to the Hazard Mitigation Grant Program (HMGP) 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; and
(4) This authority remains valid for (30) days from the date of this Certificate of Authority\ and
(5) The following now occupies the office indicated above:

Mark Brady
Coös County Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Coös County Board of Commissioners on this eighth day of January 2025.

Thomas Brady

Thomas Brady, Chair, Coös County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF Coös

On this the 8th day of January, 2025, before me Carrie Klebe, the undersigned officer, personally appeared Thomas Brady Commissioner Chair, who acknowledged their self to be the Commissioner Chair for the County of Coös, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my and official seal.

Carrie Klebe

~~Justice of the Peace~~/Notary Public
Commission Expiration Date: 6-30-2026

CARRIE R. KLEBE
MY COMMISSION EXPIRES JUNE 30, 2026
NOTARY PUBLIC
NEW HAMPSHIRE

Resolution of the Coös County Commissioners

Delegation of Signature Authority for Contracts to County Administrator

Pursuant to N.H. RSA 28:10 et seq., the Commissioners hereby delegate to Mark Brady, in his role as County Administrator, signature authority to bind the County with respect to any and all contracts involving the purchasing or exchange of goods or services (to the extent otherwise allowed by statute), hiring of personnel, applying for grants, resolving disputed minor claims, and other like administrative functions, SUBJECT TO the following conditions and limitations:

(a) This authority shall not apply to or include those instances where signatures of one or more Commissioners are still required by law or by terms of a contract or grant;
(b) This authority shall not apply to or include those instances where the Commissioners have a statutory or contractual obligation to perform oversight or reporting, and when one or more signatures are required;
(c) This authority shall not be interpreted to delegate authority for the conveyance of any County property; and,
(d) This authority shall not be used in any manner whatsoever to contravene any state statute, or any existing policy of the Commissioners or Delegation.

This resolution is being passed for purposes of administrative efficiency only. This resolution shall be interpreted to be personal and apply only to Mark Brady, based upon his demonstrated experience and performance to date. This resolution shall cease immediately if he is no longer holding the position of County Administrator, or if he is suspended from the performance of his duties for any reason. Further, a majority of the Commissioners may revoke this delegation of authority at any time, for any reason or no reason.

A copy of this Resolution shall be considered sufficient as an original, for all purposes. If requested by any third party, a signature from the County Treasurer or Financial Administrator confirming that this Resolution remains effective shall be sufficient evidence that the Resolution has not been revoked or amended by the Commissioners, for all purposes.

COÖS COUNTY COMMISSIONERS

Dated: April 18th, 2024

Thomas Brady, Chair

Raymond Gorman

Robert Theberge

Coös County
P.O. Box 310
West Stewartstown, N.H. 03597

December 17, 2024

To: Coös County Commissioners Thomas Brady, Raymond Gorman & Robert Théberge
Mark A. Brady, County Administrator

Re: Approval of Grant Agreement for Homeland Security and Emergency Management pass through FEMA grant fund for a Hazard Mitigation Study in the Unincorporated Places of Coös County.

Amount **$17,499.38** (as formula based on FEMA criteria of population and risk).
MAB 1-21-25 Federal ~~County~~ Share: $13,124.54
MAB 1-21-25 County ~~Federal~~ Share: $4,374.84 (County match will be met by in-kind staff time dedicated to project management – fiscal work, oversight of project progress, mandatory reporting, etc.)

Summary:

A. Purpose.
Coös County, NH will hire a qualified contractor to prepare an INITIAL Local Hazard Mitigation Plan in accordance with FEMA guidelines for Hazard Mitigation Planning. The **Coös County** Administrator and/or Grants, Contracts and Compliance Administrator will work with the contractor/vendor to assemble a Hazard Mitigation Planning Committee and/or Team for this scope of work. The **Coös County** plan will address mitigation of multiple natural hazards that may affect the community, including Avalanche, landslides, ice storms, Inland Flooding, Drought, Earthquake, Extreme Temperatures, High Wind Events, Landslide, Lightning, Severe Winter Weather, Solar Storms and Space Weather, Tropical and Post-Tropical Cyclones, and Wildfires. This grant product will position the County to pursue various mitigation grant in the future and be a valuable reference tool for preparedness purposes.

This grant is also unique for the FEMA Region I to fund as it is in "unincorporated" and low population areas. This award it considered a "beta" test by them.

B. Area Specific:
It should be noted that this single-jurisdiction plan will include the unincorporated places of: Atkinson & Gilmanton Academy Grant, Bean's Grant, Bean's Purchase, Cambridge, Chandler's Purchase, Crawford's Purchase, Cutt's Grant, Dix Grant, Dixville, Erving's Grant, Green's Grant, Hadley's Purchase, Kilkenny, Low & Burbank Grant, Martin's Location, Millsfield, Odell, Pinkham's Grant, Sargent's Purchase, Second College Grant, Success, Thompson & Meserve Purchase, and Wentworth Location.

RESOLUTION TO APPROVE HSEM/FEMA GRANT AGREEMENT

Be it resolved that at a meeting of the Coös County Board of Commissioners, December 17, 2024, in W. Stewartstown, NH, a motion was made by Commissioner Gorman, seconded by Commissioner Théberge to approve the Grant Agreement for Homeland Security pass through FEMA grant fund for a Hazard Mitigation Study in the unincorporated places of the County. The motion passed by a unanimous voice vote.

COÖS COUNTY BOARD OF COMMISSIONERS

Thomas Brady, Chairman
District 2

Raymond Gorman
District 3

Robert Théberge
District 1

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:*
Coos County PO Box 10 West Stewartstown, NH 03597	602	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03016

	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)**	7/1/2024	7/1/2025	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	$ 2,000,000
	Any auto			Aggregate	$ 10,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2024 1/1/2025	1/1/2025 1/1/2026	X Statutory	
				Each Accident	$ 2,000,000
				Disease – Each Employee	$ 2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
New Hampshire Department of Safety 33 Hazen Dr Concord, NH 03305			Date: 12/17/2024 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**