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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 3, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the Town of Bedford (VC#177359-B002) to purchase twenty-eight (28) multi-band portable radios for the Police Department for a total amount of $65,655.00. Effective upon Governor and Council approval through September 30, 2013. Funding source: 100% Federal Funds.

Funding is available in the SFY 2013 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500574 Grants to Local Gov't - Federal			
Activity Code: 23EM108092			$65,655.00

Explanation

The grant listed above is funded from the FFY'10 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are sent out to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed and approved by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives. The criteria for approval are based on grant eligibility in accordance with FFY'10 grant guidance and the documented needs of the local jurisdictions; a copy of this guidance is attached.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the grantee. The grantee acknowledges their match obligation as part of Exhibit A to their grant agreement.

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

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

New Hampshire Homeland Security and Emergency Management
Emergency Management Performance
Grant Guidance
FY 2010

Emergency Management Performance Grant (EMPG) funding is available to local communities and eligible agencies for projects that fall into two general areas of Emergency Management: Planning and Mitigation. Planning activities also include Training activities, Drills and Exercises, and Emergency Management Administration. This Grant provides a maximum of 50% of requested funds for eligible projects. Contact your New Hampshire Homeland Security and Emergency Management (NH HSEM) Field Representative for additional information and an application.

The following list of possible projects and activities is meant to guide you in selecting projects for an EMPG grant submission. This list of suggested projects is not intended to be all-inclusive. Local communities or agencies may have other specific projects and activities that reflect specific local needs based on local capability assessments and local hazards.

Planning Activities may include:

- **Update your local Emergency Operations Plan (EOP) using the Emergency Support Function (ESF) format, including a Terrorism Annex. NH HSEM considers this project to be of highest priority. ***

- **Develop an All-Hazard Mitigation Plan for your community, approvable by the Federal Emergency Management Agency (FEMA). ***

- Prepare a hazard mitigation project proposal for submission to NH HSEM.
- Create, revise, or update dam emergency action plans.
- Develop and maintain written duties and responsibilities for Emergency Operations Center (EOC) staff positions and agency representatives (Checklist/Job Action Sheets).
- Develop and maintain a list of private non-profit organizations within your local jurisdiction to ensure that these organizations are included in requests for public assistance funds.
- Develop a Continuity of Operations Plan (COOP)/Continuity of Government Plan (COG), following the DHS program guidance.
- Develop Public Informational Brochure/Pamphlets.
- Develop a local debris management plan.
- Develop a local shelter plan.
- Develop a local evacuation plan, following the DHS program guidance.
- Recovery Planning, following the DHS program guidance.

* **A community will have two plans in place before NH HSEM will consider funding other projects; an updated ESF style EOP, with a Terrorism Annex and a FEMA approvable All-Hazard Mitigation Plan.**

Training Activities may include:

- Staff members attend training courses at the Emergency Management Institute.
- Staff members attend a "field delivered" training course conducted by NH HSEM.
- Staff members attend other local, state, or nationally sponsored training event, which provides skills or knowledge relevant to emergency management.
- Staff members complete one or more FEMA Independent Study Courses.
- Identify and train a pre-identified local damage assessment team.
- NIMS Training/ICS Training

Drills and Exercises may include:

- Conduct multi-agency EOC exercise (tabletop or functional) and forward report to include after action reports to NH HSEM (external evaluation of exercise is strongly encouraged). Drills or Exercises might involve any of the following scenarios:
    - Hurricane Exercise
    - Terrorism Exercise
    - Severe Storm Exercise
- Conduct a communications exercise.
- Participate in a multi-state or multi-jurisdictional exercise and forward exercise report to NH HSEM.
- Observe or evaluate a State or local exercise outside your local jurisdiction.
- Assist local agencies and commercial enterprises (nursing homes, dams, prisons, schools, etc.) in developing, executing and evaluating their exercise.
- Assist local hospitals in developing, executing and evaluating mass care, hazmat, terrorism, and special events exercises.

Administrative Projects and activities may include:

- Maintain an Emergency Operations Center and alternate EOC capable of accommodating staff to respond to local emergencies.
- Establish and maintain a call-down list for EOC staff.
- Establish and maintain emergency response/recovery resource lists.
- Develop or update Emergency Management mutual aid agreements with a focus on damage assessment, debris removal, etc.
- Logistics and Resource Management, following the DHS program guidance.
- Develop and maintain written duties and responsibilities for EOC staff positions and agency representatives.
- Develop or update procedures for tracking of disaster-related expenses by local agencies.

Mitigation Activities may include:

- Brick and Mortar projects, such as, installing drainage ditches, enlarging culverts, or installing riprap. No annual maintenance activities allowed, such as brush removal, or drainage clearing.

- Communications activities, such as communications studies, compatibility studies, and/or purchasing of communications equipment for interoperability.

Equipment Purchases:

- Only equipment listed on the Department of Homeland Security Authorized Equipment List (DHS AEL) (www.rkb.mipt.org) is eligible for funding. And only those that fall within the following categories are eligible under the 2010 EMPG Grant:

  [04] Information Technology
  [05] Cyber Security Enhancement Equipment
  [06] Interoperable Communication Equipment (see note below)
  [07] Detection
  [10] Power
  [11] CBRNE Reference Materials
  [12] CBRNE Incident Response Vehicles
  [14] Physical Security Enhancement Equipment
  [19] CBRNE Logistical Support Equipment
  [21] Other Authorized Equipment

  Note: All Interoperable Communication Equipment must follow the standards and equipment information as outlined in SAFECOM's coordinated grant guidance. www.safecomprogram.gov

Items Not Funded:

- General administrative projects. Administrative expenses must be directly connected to a specific project.

- The same/similar project will not be funded year after year.

GRANT AGREEMENT RQ133167

The State of New Hampshire and the Grantee 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. Grantee Name Town of Bedford (VC#177359-B002)		**1.4. Grantee Address** 24 North Amherst Road, Bedford, NH 03110	
1.5. Effective Date G&C Approval	**1.6. Completion Date** September 30, 2013	**1.7. Audit Date** N/A	**1.8. Grant Limitation** $ 65,655.00
1.9. Grant Officer for State Agency Cindy Richard		**1.10. State Agency Telephone Number** (603) 223-3627	
"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. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** WILLIAM R. LEAN, TOWN COUNCIL	
Grantee Signature 2		**Name & Title of Grantee Signor 2** Christopher Bandazian, Town Councilor	
Grantee Signature 3		**Name & Title of Grantee Signor 3** William F. Dermody JR, Town Councilor	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough **, on** 9/26/12**, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.**			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace		DAWN E. BOUFFORD Notary Public - New Hampshire My Commission Expires November 17, 2015	
1.14. State Agency Signature(s) 10-15-12		**1.15. Name & Title of State Agency Signor(s)** John T. Beardmore, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) **By:** **Assistant Attorney General, On:** 10/23/12			
1.17. Approval by Governor and Council **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Dennis McNamara Town Councilor

Grantee Initials

Date 9/26/12

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respeet to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall beeome effective on the date in bloek 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effeetive date").

4.2. Except as otherwise specifieally provided herein, the Projeet, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more partieularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In aeeordance with the provisions set forth in EXHIBIT B, and in eonsideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the eomplete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, eompensation to the Grantee for the Project. The State shall have no liabilities to the Grantce other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected eircumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in bloek 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In conneetion with the performance of the Project, the Grantee shall eomply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all neeessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effeetive Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in conneetion with the Project, including, but not limited to, eosts of administration, transportation, insurance, telephone calls, and clerical materials and services. Such aecounts shall be supported by reeeipts, invoiees, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demaud, the Grantee shall make available to the State all records pertaining to matters eovered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters eovered by this Agreement. As used in this paragraph, "Grantee" includes all persons,, natural or fictional, affiliated with, controlled by, or under eommon ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantec, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Offieer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performanee of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, eharts, sound reeordings, video recordings, pictorial reproductions, drawings, analyses, graphie representations, computer programs, eomputer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to eopyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effeetive Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the eontrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduetion or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notiee of sueh termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the reeords required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrenee of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice speeifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specifieation of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice speeifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount whieh would otherwise accrue to the grantee during the period from the date of sueh notiee until sueh time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantec any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of sueh a Termination Report by the State shall entitle the Grantee to reeeive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notiee default has been given to the Grantec hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notiee.

13. CONFLICT OF INTEREST. No offieer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the loeality or localities in which the Project is to be performed, who exercises any funetions or responsibilities in the review or

approval of the undertaking or carrying out of sueh Project, shall partieipate in any deeision relating to this Agreement whieh affeets his or her personal interest or the interest of any eorporation, partnership, or association in which he or she is direetly or indireetly interested, nor shall he or she have any personal or peeuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respeets independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subeontraetors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's eompensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written eonsent of the State. None of the Projeet Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its offieers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on aceount of, based on, resulting from, arising out of (or whieh may be elaimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to eonstitute a waiver of the sovereign immunity of the State, whieh immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its own expense, obtain and maintain in foree, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insuranee:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each poliey shall eontain a elause prohibiting eancellation or modifieation of the policy earlier than ten (10) days after written notice thereof has been reeeived by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No sueh failure of waiver shall be deemed a waiver of the right of the State to enforee each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Couneil of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in aecordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective sueeessors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

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

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

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

Grantee Initials _____ Date 9/20/12

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Bedford (hereinafter referred to as "the Grantee") $65,655.00 for the purchase of twenty-eight (28) multi-band portable radios for the Police Department.

2. "The Grantee" agrees that the project grant period ends September 30, 2013 and that a final performance and expenditure report will be sent to "the State" by October 31, 2013.

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

4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials _____ _____ Date 9/26/12

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	$65,655.00	$65,655.00	$131,310.00
The Project Cost is 50% Federal Funds, 50% Applicant Share.			

2. PAYMENT SCHEDULE

a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to $65,655.00.

b. "The State" shall reimburse up to $65,655.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials _____

Date 9/26/12

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.

2. Any funds advanced to "the Grantee" 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 Grantee" must be expended within 30 days of receiving the advanced funds.

4. The "Grantee" agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period "the Grantee" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit ($500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

   Additionally, "the Grantee" has or will notify their auditor of the above requirements prior to performance of the audit. "The Grantee" 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 Grantee" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. "The Grantee" will also ensure that all records concerning this grant will be kept on file for a minimum of seven (7) years from the end of this audit period.

Grantee Initials _____ _____ Date 9/26/12

Acceptance of EMPG Grant for portable radios

Steve Brady, Fire Department and Jack Morehouse, NH Homeland Security and Emergency Management were there to present.

FF Brady explained that they came in the spring and talked about the grants they were applying for. The money has finally come in and they've been awarded two grants; one for the Dispatch Center upgrades and the second for portable radios.

Ms. Levine mentioned that the staff recommends that the grant funds be accepted and authorized for expenditure along with the matching funds that they authorized in April to come out of Capital Reserve Funds to use as matching funds for these grants.

Councilor Peterson stated that one of the things it asks for is, 'The Grantee shall maintain financial records, supporting documents, and all other pertinent records for 7 years from the grant period and date...' He wanted to know who would keep those records. FF Brady responded that it would most likely be the Police Department.

> **MOTION by Councilor Jean that the Bedford Town Council accept grant funds of $154,000 for the dispatch radio console and $65,655 for portable radios from the New Hampshire Department of Homeland Security, Emergency Management Division Interoperable Emergency Communications Grant Program to match CIP funds that were authorized for withdrawal on April 25, 2012. Seconded by Councilor McMahan. Vote taken – Motion Passed – 7-0.**

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:*
Schedule of Primex Property & Liability Members Attached		NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

X	**General Liability (Occurrence Form)**	1/1/2012	1/1/2013	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	$
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Homeland Security & Emergency Management 33 Hazen Dr Concord, NH 03301			By: Tammy Denver Date: 6/14/2012 tdenver@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Primex
NH Public Risk Management Exchange

SCHEDULE of MEMBERS
Property & Liability Program
As of January 1, 2012- January Renewals

Member Name	Mbr #
Bay Sewage District	558
Belknap County	607
Cheshire County	601
Cheshire County	601
City Of Claremont	141
Merrimack County	604
NH Public Risk Management Exchange	573
Plainfield Village Water District	571
Rockingham County	609
Strafford County	605
Town Of Bedford	116
Town Of Croydon	148
Town Of Dummer	158
Town Of Exeter	170
Town Of Francestown	173
Town Of Franconia	174
Town Of Freedom	176
Town Of Hampton Falls	192
Town Of Hollis	203
Town Of Moultonborough	243
Town Of Newfields	250
Town Of Rindge	279
Town Of Rye	284
Town Of Stratham	301
Town Of Tuftonboro	313
Town Of Waterville Valley	518
Town Of Weare	321

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:*
Schedule of Primex WC Members Attached		NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

☐	**General Liability (Occurrence Form)** **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence			Each Occurrence	$
				General Aggregate	$
				Fire Damage (Any one fire)	$
				Med Exp (Any one person)	$
☐	**Automobile Liability** Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate	
X	**Workers' Compensation & Employers' Liability**	7/1/2012	7/1/2013	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	$
☐	**Property (Special Risk includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
	By: Tammy Denver
NH Homeland Security & Emergency Management 33 Hazen Dr Concord, NH 03301	**Date:** 6/5/2012 tdenver@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Primex
NH Public Risk Management Exchange

SCHEDULE of MEMBERS
Workers' Compensation Program
As of July 1, 2012

Member Name	Member Number	Member SAU
Acworth, Town Of	100	
Albany, Town Of	101	
Alexandria, Town Of	102	
Allenstown Sewer Commission	512	
Allenstown, Town Of	103	
Alstead, Town Of	104	
Alton School District	786	72
Amherst School District	701	39
Amherst, Town Of	106	
Andover School District	702	46
Andover, Town Of	107	
Antrim, Town Of	108	
Ashland School District	822	2
Ashland, Town of	109	
Auburn School District	902	15
Auburn, Town Of	111	
Barrington School District	838	74
Bartlett, Town Of	114	
Bath School District	768	23
Bath, Town Of	115	
Bay Sewage District	558	
BCEP Solid Waste	510	
Bedford School District	779	25
Bedford, Town Of	116	
Belknap County	607	
Bennington, Town Of	118	
Benton School District	848	23
Berlin Housing Authority	527	
Berlin School District	904	3
Berlin Water Works	500	
Berlin, City Of	120	
Bethlehem School District	856	35
Bethlehem Village District	568	
Boscawen, Town Of	122	
Bow School District	703	67
Bow, Town Of	123	
Brentwood, Town Of	125	
Bristol, Town Of	127	
Brookfield, Town Of	128	
Campton Village Precinct	565	
Campton, Town Of	130	

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.