

State of New Hampshire

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

EDDIE EDWARDS ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

August 7, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to amend a grant agreement (PO# 1092005) with the Lakes Region Planning Commission (VC#154653-B001) (Meredith, NH) increasing the grant limitation by \$7,500.00, from a total grant limitation of \$24,000.00 to \$31,500.00, to include management costs associated with the hazard mitigation plans for the Town of Andover. This grant was initially approved by the Governor and Executive Council on April 12, 2023, Item #130. Effective upon Governor and Council approval through August 4, 2025. 100% Federal Funds.

02-23-23-236010-43930000 - Dept. of Safety - Homeland Sec-Emer Mgmt. - BRIC 072-500574 - Grants to Local Gov't - Federal

SFY 2024

Activity Code: 23BRIC21-4393

EXPLANATION

The purpose of this grant amendment is to add the Town of Andover to the existing HSEM grant for Gilmanton and Moultonborough, and Wolfeboro to update their hazard mitigation plans. The grant listed above is funded from the Building Resilient Infrastructure and Communities Grant Program (BRIC), which was awarded to the Department of Safety, Division HSEM from the Federal Emergency Management Agency (FEMA). The BRIC grant program provides funding to subrecipients for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides BRIC funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

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

There are no General Funds required with this request. In the event that BRIC 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

Building Resilient Infrastructure and Communities (BRIC) – CFDA #97.047 Grant Agreement Amendment Addition of Town and Funds

Lakes Region Planning Commission

It is hereby agreed that the grant agreement (PO #1092005) approved by the Governor and Executive Council on April 12, 2023, Item #130, between the Lakes Region Planning Commission as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" for upgrades to various communities' Local Hazard Mitigation Plan is amended as follows:

I. GENERAL PROVISIONS, Section 1.8, Grant Limitation;

Change the grant limitation from \$24,000.00 to \$31,500.00.

2. EXHIBIT B, Scope of Work, Number 1;

Amend paragraph 2 to add "Town of Andover", to read as follows:

""The Subrecipient" shall utilize the above referenced funding to update the hazard mitigation plans for the Town of Andover, Town of Gilmanton, Town of Moultonborough, Town of Wolfeboro in accordance with 44 CFR Part 201."

3. EXHIBIT C, Grant Amount and Payment Schedule, Number 1:

Change the applicant share, federal funds, and cost totals from

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$8,000.00	\$24,000.00	\$32,000.00
	Project Cost is 75% F	ederal Funds, 25% Ap	plicant Share
Awarding Agency:	Federal Emergency Ma	anagement Agency (Fl	EMA)
Award Title & #: B	uilding Resilient Infras	structure and Commun	ities (BRIC) EMB-2021-BR-075
Catalog of Federal	Domestic Assistance (CFDA) Number: 97.0	047 (BRIC)
Applicant's Data U	niversal Numbering S	System (DUNS): P97F	KN9HU4F3

to	32		6.0
	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$10,500.00	\$31,500.00	\$42,000.00
	Project Cost is 75%	Federal Funds, 25% Appli	icant Share
Awarding Agency:	Federal Emergency N	lanagement Agency (FEM	IA)
Award Title & #: }	Building Resilient Infra	astructure and Communitie	es (BRIC) EMB-2021-BR-075
Catalog of Federal	Domestic Assistance	(CFDA) Number: 97.04	7 (BRIC)
Applicant's Data U	Jniversal Numbering	System (DUNS): P97FK1	N9HU4F3

Subrecipient Initials

Date 6/12/2-3

Page 1 of 3

4. EXHIBIT C, Grant Amount and Payment Schedule, Number 2, item a:

Lakes Region Planning Commission (Subrecipient)

Amend item a to add "Town of Andover \$7,500.00" to read as follows:

"The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$42,000.00 and allocated to individual plan development as follows: Town of Andover \$7,500.00, Town of Gilmanton \$7,500.00, Town of Moultonborough \$7,500.00, Town of Wolfeboro \$9,000.00. Nothing in this allocation shall affect "the Subrecipient's" obligation to maintain financial records including documentation of the 25% cost share required by this grant."

5. All other provisions of the grant agreement, approved by the Governor and Executive Council on April 12, 2023 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

By (signature):	By (signature):
Print Name: Jaks Hages	Print Name:
Title: Executive Dra	of Title:
By (signature):	By (signature):
Print Name:	Print Name:
Title:	Title:
State of: New Hampshire	#
County of:	<u> </u>
Upon this date:	, before me,
the undersigned officer, personally appeared	(print name of notary/justice of the peace) ed (print name(s) of individual(s) on 1 st page)
*	Subrecipient Initials
	Date ///2/23

Page 2 of 3

4	known	to me	(or
satisfactorily proven) to be the person(s) whose name	is subscribed to the within	instrument	and
acknowledged that he/she executed the same for the purp	oses therein contained.		
In witness whereof, I hereunto set my hand and official s	eal:		
Signature of Notary Public/Justice of the Peace			
(Seaf)			
Commission Expiration			34
		₹:	
Approval by State of New Hampshire, acting through its	Department of Safety:		
By (signature):			
Edyta J. Domian Beputy Director of Administration		6	
Approval by State of New Hampshire Attorney General a	s to form, substance, and exe	ecution:	
By: Assistant Attorr	ney General, on	23	ř.
Approval by State of New Hampshire Governor and Exec	utive Council:		
By:, on			
The state of the s			

Subrecipient Initials

And the second s

Page 3 of 3

CERTIFICATE OF AUTHORITY

L Patricia Farley, do hereby certify that:

- I am the duly elected Secretary of the Lakes Region Planning Commission, a regional planning agency
 established pursuant to the laws of the State of New Hampshire (RSA 36:45-53):
- 2. I sign and maintain, or cause to be maintained, and am familiar with the minutes of Commission.
- 3. I am duly authorized to issue certificates with respect to the contents of such minutes.
- 4. At its regular meeting held on April 13, 2016, the Executive Board of the Commission voted to grant the Commission's Executive Director, Jeffrey R. Hayes, the authority to apply for funding opportunities, enter into a contact and execute any documents which may be necessary to effectuate same, and to accept and expend monies received from State, Federal, or other governmental or private source, and this authorization remains in full force and effect until it is revoked.
- 5. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect os of the date hereof.
- 6. The following person has been appointed to and now occupies the office indicated in (4) above:

Jeffrey R. Hayes, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning ___,2023. Commission, this the 12th day of June __

STATE OF NEW HAMPSHIRE COUNTY OF BELKNAP

, 2023, before me. Linda Waldron On this the 12th day of June the undersigned officer, personally appeared Patricia Farley who acknowledged herself to be the Secretary of the Lakes Region Planning Commission and, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

My Commission Expires:

CERTIFICATE OF AUTHORITY

L Patricia Farley, do hereby certify that:

- I am the duly elected Secretary of the Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53).
- 2. I sign and maintain, or cause to be maintained, and am familiar with the minutes of Commission.
- 3. I am duly authorized to issue certificates with respect to the contents of such minutes.
- 4. At its regular meeting held on April 13, 2016, the Executive Board of the Commission voted to grant the Commission's Executive Director, Jeffrey R. Hayes, the authority to apply for funding opportunities, enter into a contact and execute any documents which may be necessary to effectuate same, and to accept and expend monies received from State, Federal, or other governmental or private source, and this authorization remains in full force and effect until it is revoked.
- 5. 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.
- 6. The following person has been appointed to and now occupies the office indicated in (4) above:

Jeffrey R. Hayes, Executive Director

IN WITNESS WHEREOF, I Commission, this the 12th da		unto set my June	hand as the Secret, 2023.	ary of the Lakes	Region Planning
		6 G	#		20
		*	Patricia Farley, Sec	Forley	
+	. III	14	4.6		

STATE OF NEW HAMPSHIRE COUNTY OF BELKNAP

On this the 12th day of June, 2023, before me, Linda Waldron, the undersigned officer, personally appeared Patricia Farley who acknowledged herself to be the Secretary of the Lakes Region Planning Commission and, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Notary Public
My Commission Expires:

DECEMBE 2027

COMMISSION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	is certificate does not confer rights to							equile an endorsement	. A SI	atement on
	DUCER				CONTA					
Me	Icher & Prescott Insurance				PHONE (A/C, No	Evel-		FAX (A/C, No):		
426	S Main St Ste 1				E-MAIL ADDRE	SS:		1 (20) (10)		55
					- AUDITE		SURER(S) AFFOR	DING COVERAGE		NAIC #
Lac	conia			NH 032463762	INSURE			surance Company		24074
INSU	RED							surance Company		24074
	Lakes Region Planning Comi	missi	on		INSURE	T1 - 01-		surance Company		24074
	103 Main St Ste 3				INSURE	RD: The Oh	io Casualty In	surance Company		24074
					INSURE	RE:				
	Meredith			NH 03253	INSURE	RF;		•		
				NUMBER: 0101664801				REVISION NUMBER: 20		
IN	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	QUIF	EME!	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN' ED BY	Y CONTRACT THE POLICIE	OR OTHER (S DESCRIBE	OCUMENT WITH RESPEC	T TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	-77	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	5	
	X COMMERCIAL GENERAL LIABILITY	11100	1112				11	EACH OCCURRENCE	s 1,00	00,000
	CLAIMS-MADE X OCCUR		1					DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,00	00,000
	X Businessowners	ij.						MED EXP (Any one person)	s 15,1	000
Α		Х		BZO58692113		07/14/2023	07/14/2024	PERSONAL & ADV INJURY	s 1,00	00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	00,000
	X POLICY X PRO- X LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:					. 7			\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	00,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
В	OWNED SCHEDULED AUTOS	X	х	BAO58692113	3	07/14/2023	07/14/2024		\$	
	HIRED NON-OWNED AUTOS ONLY		1					PROPERTY DAMAGE (Per accident)	\$	
					9				s	
	X UMBRELLA LIAB X OCCUR				25			EACH OCCURRENCE	s 1,00	00,000
D	EXCESS LIAB CLAIMS-MADE	Х	Х	USO58692113		07/14/2023	07/14/2024	AGGREGATE	\$ 1,00	00,000
	DED X RETENTION \$ 10,000							Salita III	s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-		
С	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		XWO58692113		07/14/2023	07/14/2024	E.L. EACH ACCIDENT	s 500	,000
_	(Mandatory in NH)			X44030032113		0171472023	0111412024	E.L. DISEASE - EA EMPLOYEE	-	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500	,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if mor	e space is require	ed)		
***	Proof of Insurance***									
į.										
CEI	RTIFICATE HOLDER				CANO	ELLATION				
	Lakes Region Planning Come	nissi	ón		THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
	100 man of old 0				AUTHO	RIZED REPRESEI	NTATIVE			
	Meredith			NH 03253	19	10	Curtis Luken			

HSEM-BRIC-02-2023-06



State of New Hampshire

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

RICHARD C. BATLEY, JR. ASSISTANT COMMISSIONER

EDDIE EDWARDS ASSISTANT COMMISSIONER

March 20, 2023

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

G&C #130 04/12/2023

REQUESTED ACTION

Authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the Lakes Region Planning Commission (VC#154653-B001) Meredith, NH in the amount of \$24,000 to update the hazard mitigation plans for the Towns of Gilmanton, Moultonborough, and Wolfeboro, effective upon Governor and Council approval through August 4, 2025. 100% Federal Funds:

02-23-23-236010-43930000 - Dept. of Safety - HSEM - BRIC Grant Program

SFY 2023

072-500574 Grants to Local Gov't - Federal

\$24,000.00

Activity Code: 23BRJC21 4393

4

EXPLANATION

The purpose of this grant is for the Towns of Cilmanton and Moultonborough, and Wolfeboro to update their hazard mitigation plans. The grant listed above is funded from the Building Resilient Infrastructure and Communities Grant Program (BRIC), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), from the Federal Emergency Management Agency (FEMA). The BRIC grant program provides funding to subjection for cost-effective hazard mitigation activities that complement a comprehensive mitigation program: FEMA provides BRIC funds to states that, in turn, provide, sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards.

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

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

Respectfully submitted,

Robert L. Quinn

Commissioner of Safety

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

I. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Saf Security and Emergen		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305				
1.3. Subrecipient Name Lefter Region Rhamma 3100	Commission (1546B)	1.4. Subrecipient Address 103 Violusia Subrasi Manadith 03255				
15 Subjectipient Tel. # 603- 279- 5337	J.6. Account Number	1.7. Completion Date	1.8. Grant Limitation 824 UNION			
1.9. Grant Officer for Sta Natasha Cole, State Ha	te Agency zard Mitigation Officer	1.10. State Agency Tele (603) 223-4243	phone Number			
"By signing this form we certifigrant, including if applicable i		hany public meeting requirer	nent for acceptance of this			
1.11. Subrecipient Signal		1.12. Name & Title of S Jeff Hay 25 Ex	recutive Director			
Suprecipient Signature,2		Name & Title of Subrecipient Signor 2				
Subrecipient Signature 3		Name & Title of Subrec	ipient Signor 3			
1.13. State Agents Signa		1.14. Name & Title of S Steven R. Lavoic, Direct				
1.15. Approval by the N.I	d. Department of Admir	nistration, Division of Pe	rsonnel (if applicable)			
Ву:		Director,	On: / /			
1.16. Approval by Attorr By:	V	tance and Execution) (if G stant Attorney General,				
1.17. Approval by Gover	nor and Council (if app	licable)				
Ву:	<u>.</u>		On: / /			

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

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

3.)______ Date:__

Page 1 of 7

Rev 7/2021

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXPUBIT 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 pennitted 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 RECULATIONS/ 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. 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

Page 2 of 7

25

- 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 cimployee 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
- 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.

Page 3 of 7

Rev 7/2021

- 14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 17. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of

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

- 18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
- 19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Subrecipient Initials i.)

3) 20- 57.

36

Date: 1/17/23

.

EXHIBIT A

Special Provisions

- This grant agreement may be terminated upon thirty (30) days written notice by either party.
- 2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
- 3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.
- 4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

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

Subrecipient Initials: 1.) 2.) Date 1/17/23

Page 5 of 7

12

EXHIBIT B

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

SCOPE OF WORK

"The Subrecipient" shall utilize the above referenced funding to update the hazard mitigation plans for the flowing Change. Towns Month Month State of the plant of the plant

"The Subrecipient" agrees that the period of performance ends on Magust A. 2025 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 September 4, 2025, thirty (30) days after the period of performance ends and a final performance and expenditure report will be sent to "the State" by September 4, 2025.

2. PROJECT TASKS AND DELIVERABLES

Project tasks and deliverables within this section are to be referenced for the reimbursement process. Per the Scope of Work, "the Subrecipient" is required to develop/update the community's local hazard mitigation plan in accordance with 44 CFR Part 201 to ensure formal approval.

Task 1. Document the Planning Process

- List of entities to notify about the planning process
- Paragraph documenting how public and surrounding communities will be involved in the planning process
- List of existing plans, documents, and reports to review and incorporate into the update
- Paragraph documenting changes in development and land use since previous plan

14

• Table identifying existing planning, regulatory, emergency management, floodplain, administrative, technical, and fiscal capabilities

Task 2. Conduct a Hazard Identification and Risk Assessment (HIRA)

- Table identifying natural hazards in the jurisdiction(s)
- Table identifying previous occurrences of hazards
- Table identifying probability of future hazard events
- Table identifying critical facilities and their vulnerabilities

Task 3. Identify Mitigation Action	ons			
Subrecipient Initials, 1.) . 2	.)	3.)	Date 1/17/23	D
Rev 7/2021			87 587	Page 6 of 7

- Table identifying status of previous mitigation actions
- · Table identifying new mitigation actions

Task 4. Prioritize Mitigation Actions

Cost benefit review and prioritization of mitigation actions

Task 5. Submit Completed Hazard Mitigation Plan Draft to HSEM

- Draft Hazard Mitigation Plan and Complete Local Mitigation Plan Review Tool
- Complete any required revisions as necessary and resubmit updated draft(s) and review tool(s)
- Receive Approvable Pending Adoption (APA) status

Task 6. Submit Adoption Documentation and Final Plan to HSEM

- Adopted Hazard Mitigation Plan submitted
- Receive Formal Approval from HSEM /

3. PROJECT REVIEW AND CONDITIONS

"The Subrecipient" 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 (1.5) days after the end of a quarter, and shall continue until the project is completed.

"The Subrecipient" agrees to submit draft plans to HSEM, electronically, for review and comment. Upon notification of Approvable Pending Adoption (APA) the Subrecipient shall obtain community 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 Subrecipient" further agrees to promptly address all required revisions arising from HSEM reviews, and resubmit revised draft plan(s) to HSEM.

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

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

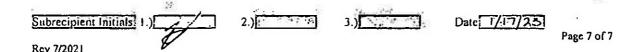


EXHIBIT C

Grant Amount and Payment Schedule

I. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$5,000,00	F241000000	332.000.00
F	roject Cost is 75%	Federal Funds, 25% Applie	cant Share
Awarding Agency: Fo	deral Emergency N	Management Agency (FEM	۸)
Award Title & #: Bui	lding Resilient Infr	astructure and Communitie	s (BRIC) EMB-2021-BR-075
Catalog of Federal Do	omestic Assistance	(CFDA) Number: 97.047	(BRIC)
Applicant's Data Uni	versal Numbering	System (DUNS): PARKE	MAINIAR

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to 24,000.00 and allocated to individual plan development as follows: found of Chamber 15,000.00 Town of Monttenborough 17,500.00. Town of Wolfeboro 12,000.00. Nothing in this allocation shall affect "the Subrecipient'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 A:

8	% of Individual Plan
Task Completed	Cost to be Billed
Task 1. Document the Planning Process	20%
Task 2. Conduct a Hazard Identification and Risk Assessment	20%
Task 3. Identify Mitigation Actions	20%
Task 4. Prioritize Mitigation Actions	20%
Task 5. Submit completed plan for review, revisions, and receive A	PA status 15%
Task 6. Submit Adopted Plan and receive Formal 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, August 4, 2022 to the identified completion date (block 1.7).

Subrecipient Initials	1.)	2.)	3.)(1.****	Date 1/17/23	
Rev 7/2021	X			300	Page 7 of 7

CERTIFICATE OF AUTHORITY

L Patricia Farley, do hereby certify that:

- 1. I am the duly elected Secretary of the Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53).
- 2. I sign and maintain, or cause to be maintained, and am familiar with the minutes of Commission.
- 3. I am duly authorized to issue certificates with respect to the contents of such minutes.
- 4. At its regular meeting held on April 13, 2016, the Executive Board of the Commission voted to grant the Commission's Executive Director, Jeffrey R. Hayes, the authority to apply for funding opponunities, enter into a contact and execute any documents which may be necessary to effectuate same, and to accept and expend monics received from State; Federal, or other governmental or private source, and this authorization remains in full force and effect until it is revoked.
- 5. 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.
- 6. The following person has been appointed to and now occupies the office indicated in (4) above:

Jeffrey R. Hayes, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this the 17th day of January , 2023.

STATE OF NEW HAMPSHIRE COUNTY OF BELKNAP

On this the 17th day of Jonuary, 2023, before me, Carl R. Carder, the undersigned officer, personally appeared Patricia Farley who acknowledged herself to be the Secretary of the Lakes Region Planning Commission and, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have set my hand and official scal.

Notary Public

15 Ach

My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fieu of such endorsement(s). CONTACT HAME: PHONE IAC No. Ext): Jessica Hildreth Melcher & Prescott Insurance (603) 524-4535 ADDRESS: |hildreth@meicher-prescott.com

428 Main Street INSURER(S) AFFOROING COVERAGE MAIC # NH 03245 Ohio Casuatty Insurance Co Laconia 24074 INSURER A : MEJERFD HSURER D : Lakes Region Planning Commission MSURER C: 103 Main St Ste 3 MSUREAD: WSURER E NH 03253 Maredith INSURER F: CL2261009238 COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSO	WAD	POLICY NUMBER	POLICY EFF	(MW/DDYYYY)	UXD	TS
CLADISMADE COCCUR				1.		EACH OCCURRENCE PROMISES (E4 occurrence)	\$ 1,000,000 \$ 1,000,000 \$ 15,000
1	BZO58692113 07/14/2022 07/14/2023	PERSONAL & ADV MAURY	1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:					180	GENERAL AGGREGATE	2,000,000
POUCY X PRO X LOC					**	PRODUCTS - COMPIOP AGG	, 2,000,000
OTHER:	\vdash	-				COMBINED SINGLE LIMIT	s 1,000,000
OTUA YMA					1 1	BOOKY INJURY (Per person)	1
OWNED SCHEDULED			BAQ58892113	07/14/2022	07/14/2023	800tLY INJURY (Per eccident)	1
HIGHED HIGH-OWNED AUTOS ONLY					8	PROPERTY DAMAGE	3
		ij	1			(1)	1
MINERATURE AND A OCCUR		55 ·				EACH OCCURRENCE	1,000,000
EXCESS LIAD CLASS-MADE			USO58892113	07/14/2022	07/14/2023	AGGREGATE	s 1,000,000
TI DED IN METERITOR 3							6
LINE PURE CONTRACT LANDS COLO.						× BIATUTE OTH-	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		XWO58692113	AO 58692113 07/14/2022	07/14/2023	ELL EACH ACCIDENT	500,000
(Handstory in NH)						ELL DISEASE - EA EMPLOYEE	s 500,000
DESCRIPTION OF OPERATIONS below						ELL DISEASE - POLICY LIMIT	\$ 500,000
	CONMERCIAL GENERAL LIABBLITY CLAMS-MADE CLAMS-MADE CLAMS-MADE CLAMS-MADE CENT. AGGREGATE LIMIT APPLIES PER: POLICY PRO ECT COCC AUTOMOBILE LIABILITY ANY AUTO ONLY AUTOS ONLY MONOGONLY AUTOS ONLY WINDARLLA LIAB COCCUR EXCESS LIAB CLAMS-MADE	COMMERCIAL GENERAL LIABRITY CLAMASMADE COCUR GENT AGGREGATE UNIT APPLIES PER: POUCY PRO LOC OTHER: AUTOMORILE LIABRITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY WINDRELLA LIAD COCUR EXCESS LIAD CLAMASMADE T. DED RETENTION 3 10,000 WORKERS COMPENSATION ANY PROPRIETIONS LIABRITY ANY PROPRIETIONANT MENUCUCUTIVE WORKERS COMPENSATION ANY DESCRIPTION S IN	COMMERCIAL GENERAL LIABRITY CLAIMS-MADE COCUR GENT AGGREGATE LIMIT APPLIES PER: POUCY PRO ECT COCUR OTHER: AUTOMOBILE LIABRITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY HERED AUTOS ONLY AUTOS ONLY WINDRELLA LIAB " OCCUR EXCESS LIAB CLAIMS-MADE EXCESS LIAB CLAIMS-MADE TO DED ARETENTION \$ 10,000 WORKERS COMPENSATION ANY PROPRIETOR/PARTIMER/PECCUTIVE N IN IA	CONMERCIAL GENERAL LIABBLITY CLAMSMADE COCUR BZO58692113 GENLAGGREGATE UNIT APPLIES PER: POUCY PRO ECT COCUR AUTONOBELE UABBLITY ANY AUTO OWNED AUTOS ONLY HORED AUTOS ONLY A	TYPE OF INSURANCE INSD WYD POLICY NUMBER IMMODITYYYI CLAMIS-MADE COCUR GENT AGGREGATE LIMIT APPLIES PER: POUCY RECT COCUR GENT AGGREGATE LIMIT APPLIES PER: POUCY RECT COCUR AUTONOBILE UABILITY ANY AUTO AUTOS ONLY AUTOS ONLY AUTOS ONLY WIDDELLA LIAB OCCUR EXCESS LIAB CLABIS-MADE DOWNED AUTOS ONLY WIDDELLA LIAB OCCUR EXCESS LIAB CLABIS-MADE DOWNED CLABIS-MADE DOWNED AUTOS ONLY WIDDELLA LIAB OCCUR EXCESS LIAB CLABIS-MADE DOWNED CLABIS-MADE DOWNED CLABIS-MADE DOWNED AUTOS ONLY WIDDELLA LIAB OCCUR EXCESS LIAB CLABIS-MADE DOWNED CLABIS-MADE DOW	TYPE OF MISURANCE INSD MYD POLICY NUMBER (MINDDYYYY) (MINDDYYYY) CONMERCIAL GENERAL LIABRITY CLAMS-MADE COCUR BZOS8692113 07/14/2022 07/14/2023 GENT, AGGREGATE LIMIT APPLIES PER: POUCY PRODUCY PRODUCT P	COMMERCIAL GENERAL LIABILITY CLAMASMADE OCCUR BZOS8692113 07/14/2022 07/14/2023 MED EXP (Any one person)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers Comp. 3A State(s): NH

CERTIFICATE HOLDER CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE'CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. NH Department of Safety, Division of Homeland Security & Emergency Mangement AUTHORIZED REPRESENTATIVE 33 Hazen Orive Hille-NH 03305 Concord

© 1988-2015 ACORD CORPORATION. All rights reserved.

Award Letter

U.S. Department of Homeland Security Washington, D.C. 20472

> 3. 3.0

Effective date: 08/03/2022

Brian Eaton
SAFETY, NEW HAMPSHIRE DEPARTMENT OF
33 HAZEN DRIVE
CONCORD, NH 03305

EMB-2021-BR-075

Dear Brian Eaton,

\$564,963.55 in Federal Funding.

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year 2021 Building Resilient Infrastructure and Communities funding opportunity has been approved in the amount of \$564,963.55 in Federal Funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than \$166,165.75 for a total approved budget of \$731,129.30.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary
- Agreement Articles
- · Obligating Document
- FY 2021 BRIC Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Richard Verville

PIILA

Chiel

Hazard Mitigation Assistance Branch