

Department of Education Security Action for Education (SAFE) Grant Agreement
Funded by State of New Hampshire Public School Infrastructure Funds

The New Hampshire Department of Education and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Department of Education (NHED)

1.2. State Agency Address: 25 Hall Street, Concord, NH

1.3. Grantee Award Number: **157378**

1.4. Grantee Name (School District): **Raymond**

1.5. District #: **453**

1.6. School Name: **Iber Holmes Gove Middle School**

1.7. School ID #: **26525**

1.8. SAU #: **33**

1.9. Grant Amount not to exceed: \$ **57500**

1.10. School Contact for Grant: **Todd Ledoux**

1.11. School Contact Email: **t.ledoux@sau33.com**

1.12. Last day to obligate funds: June 30, 2024

1.13. Last day to complete all expenditures and activities: December 31, 2024

1.14. Last day to request reimbursement in GMS: January 30, 2025

1.15. Grantee understands public school *construction* projects must comply with Department of Education Rule - Ed 321.13 - Fire Safety Requirements, including: obtaining a letter from the State Fire Marshal's Office (SFMO) approving the project. For more information on obtaining approval from the SFMO, see:

<https://www.nh.gov/safety/divisions/firesafety/building/engineering/>

Please Initial TL (if project does not involve construction, state "NA")


1.16. Grantee Signatures: Designated Signing Authority

Designated Signing Authority for Public Schools: Superintendent, School Board Chair
Designated Signing Authority for Charter Schools: School Director, Board of Trustees Chair

 _____ Date: 3/11/24
Signature
Print Name: _____ Title: Superintendent

Signature
Print Name: _____ Title: _____

1.17. New Hampshire Department of Education Signature:

 _____ Date: 2/16/2024
Signature
Print Name: Frank Edelblut Title: Commissioner of Education

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as “NHED), the Grantee identified in Paragraph 1.4 (hereinafter referred to as “the Grantee”), agrees and covenants that the funds will be used solely for improvements to school security and safety in the categories of access control, emergency alerting, or surveillance, as defined in the submitted application as: **Middle School Classroom Locks.**

3. EFFECTIVE DATE/OBLIGATION DATE/REIMBURSEMENT REQUEST DEADLINE. This Agreement is entered into and authorized by the Governor, in consultation with the Public School Infrastructure Commission, and approved by the Fiscal Committee of the General Court and the Executive Council per 198:15-y, and shall become effective on the date of approval of this Grant Agreement by NHED. All funds must be obligated as soon as possible and no later than June 30, 2024. This Grant, including all activities and expenditures required by this Agreement, shall be completed in their entirety prior to December 31, 2024. All requests for reimbursement must be completed by January 30, 2025.

4. GRANT AMOUNT/LIMITATION ON AMOUNT/PAYMENT. The Grant Amount is 100% of the eligible project cost not to exceed the maximum Grant Amount identified in paragraph 1.9. NHED will reimburse the Grantee following monthly reimbursement requests via GMS, with final requests for reimbursement submitted no later than January 30, 2025.

To the extent that the Grant amount does not cover all of the Grantee’s allowable expenses, nothing in this Agreement shall be construed to limit the Grantee’s ability to pursue other relief

that may be available. However, under this Agreement, NHED shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Grant, the Grantee shall comply with all statutes, laws, regulations, and orders of State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS.

Between the Effective Date and December 31, 2029 (five (5) years after the Completion Date) the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents. Grantee will keep receipts and photos of the project neatly organized and clearly marked.

Between the Effective Date and December 31, 2029 (five (5) years after the completion date), at any time during the Grantee's normal business hours, and as often as NHED requests or shall demand, the Grantee shall make available to NHED all records pertaining to matters covered by this Agreement. The Grantee shall permit NHED to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement.

7. REPORTING: Grantee is required to submit monthly expenditure reports to NHED through GMS. Upon completion of the project, Grantee will submit attestation of: (a) current 2023 Emergency Operations Plan (EOP) on file with New Hampshire Homeland Security and Emergency Management; (b) current fire inspection report completed per RSA 153.14 II(b);(c) current school floor plans have been submitted to first responders and NH 911 through the NH Information and Analysis Center; and (d) a physical security assessment has completed within the last three years with New Hampshire Homeland Security and Emergency Management. Final reimbursements are contingent upon submission of the above attestations.

8. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of NHED hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall NHED be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, NHED 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 notice of such termination.

9. EVENT OF DEFAULT:

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"):

Failure to perform the Grant satisfactorily or on schedule;

Failure to maintain, or permit access to, the records required hereunder; or

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

Upon the occurrence of any Event of Default, NHED may refuse reimbursement. If school has already been reimbursed at the time of Event of Default, NHED may require the school to repay the State 100% of the state grant received.

10. TERMINATION.

Grantees may at any time withdraw from the Agreement, relinquishing their rights to the award. In the event the Grantee is unable to complete the project, they are required to notify NHED not later than fifteen (15) days after the decision, so that grant funds can be distributed to other applicants.

11. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. LOBBYING: As required by New Hampshire RSA 15:5 - **Prohibited Activities**, the applicant certifies that:

1. Except as provided in paragraph II, no recipient of a grant or appropriation of state funds may use the state funds to lobby or attempt to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities.

2. Any recipient of a grant or appropriation of state funds that wishes to engage in any of the activities prohibited in paragraph I, or contribute funds to any entity engaged in these activities, shall segregate the state funds in such a manner that such funds are physically and financially separate from any non-state funds that may be used for any of these purposes. Mere bookkeeping separation of the state funds from other moneys shall not be sufficient.

13. GRANTEE'S RELATION TO NHED. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent

contractors and are neither agents nor employees of the NHED. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the NHED nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the NHED to its employees.

14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the NHED, its officers and employees, from and against any and all losses suffered by the NHED, its officers and employees, and any and all claims, liabilities or penalties asserted against the NHED, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed 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 constitute a waiver of the sovereign immunity of the NHED, which immunity is hereby reserved to the NHED. This covenant shall survive the termination of this Agreement.

15. INTEROPERABILITY OF EQUIPMENT. Any internet protocol enabled equipment acquired with this grant funds must be PCP/IP version 4 compatible and must use open standard non-proprietary protocols. Any such equipment can be used with integrated security platforms and must include a capability of communicating instantaneously with law enforcement and/or their call centers.

16. ELIGIBILITY. Grantee must operate an approved school facility offering grades of K – 12.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.