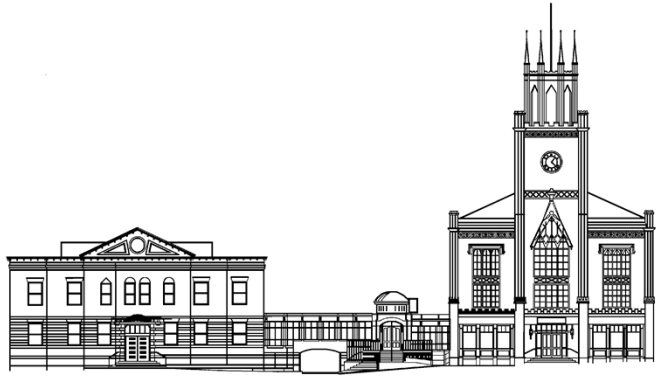




COMMITTEE ON COMMUNITY IMPROVEMENT

November 1, 2022 at 5:45 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Stewart, Trisciani, E. Sapienza, Cavanaugh, Heath

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Summary of abatement requests submitted by Fred McNeill, Chief Engineer.
Ladies and Gentlemen, what is your pleasure?
2. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$300,000 for CIP 211623 NACCHO Implementing Overdose Strategies.
Ladies and Gentlemen, what is your pleasure?
3. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$227,369 for CIP 410623 Justice Assistance Grant.
Ladies and Gentlemen, what is your pleasure?
4. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$93,000 for CIP 410723 STOP Violence Against Women.
Ladies and Gentlemen, what is your pleasure?
5. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$40,000 for CIP 410823 Intelligence Liaison Officer Program.
Ladies and Gentlemen, what is your pleasure?

6. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$490,000 for CIP 410923 Substance Abuse Reduction Initiative.
Ladies and Gentlemen, what is your pleasure?
7. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$209,910 for CIP 411123 Homeland Security Grant Program-Rescue Task Force.
Ladies and Gentlemen, what is your pleasure?
8. Amending Resolution and Budget authorization providing for the acceptance and expenditure of funds in the amount of \$250,840 for CIP 810723 Homeland Security Grant-Cyber Security Network Protection.
Ladies and Gentlemen, what is your pleasure?
9. Amending Resolutions and Budget Authorizations providing for the acceptance and expenditure of funds in the amount of \$5,017,825 for CIP 611023 Lead-Based Paint Hazard Reduction Grant Program and \$700,000 for CIP 611123 Lead-Based Paint Healthy Homes Supplemental Funding.
Ladies and Gentlemen, what is your pleasure?
10. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$578,934 for CIP 510222 Dorrs Pond Dam Safety Repair.
Ladies and Gentlemen, what is your pleasure?
11. Amending Resolution and Budget Authorizations providing for the transfer and expenditure of funds in the amount of \$62,799.02 for CIP 411023 Radiological Emergency Preparedness Program.
Ladies and Gentlemen, what is your pleasure?
12. Amending Resolution and Budget Authorizations providing for the transfer and expenditure of funds in the amount of \$360,691.70 for CIP 711118 Traffic Signal Corridor Upgrades and CIP 710023 Roadway Program.
Ladies and Gentlemen, what is your pleasure?
13. Amending Resolution and Budget Authorizations providing for the transfer and expenditure of funds in the amount of \$550,000 for CIP 711222 CSO Optimization/Controls.
Ladies and Gentlemen, what is your pleasure?
14. Communication from Kristen Clarke, Traffic Engineer, requesting authorization to apply for a Strengthening Mobility & Revolutionizing Transportation (SMART) Grant from the US Department of Transportation.
Ladies and Gentlemen, what is your pleasure?

- 15.** Communication from the Fire Chief to apply for ARPA funding through the NH Department of Transportation to purchase Special Events permitting software.
Ladies and Gentlemen, what is your pleasure?
- 16.** Communication from Jeff Belanger, Planning & Community Development Director, requesting that CIP 611819 Lead-Based Paint Healthy Homes Supplemental Funding be extended until 12/31/2022.
Ladies and Gentlemen, what is your pleasure?

If there is no further business, a motion is in order to adjourn.

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Trixie Dysart, Chair
Kathleen Sullivan
Arthur Gatzoulis
Mark MacKenzie

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

Memo

Date: 10/19/2022 22-104
To: CIP Committee
Cc: Lisa Hynes – EPD
Matthew Normand – City Clerks Office
From: Frederick McNeill *FJM*
RE: EPD Abatement Requests

The attached tables summarize the 7 sewer abatements reviewed by the Highway Commission at their monthly meeting on October 17, 2022.

Backup documentation for these sewer abatement requests is on file with the City Clerk's office. The electronic version of this request will be forwarded to you as well as the City Clerk's office.

Please let me know if you need any additional information.

Summary of Abatement Requests
October 17, 2022 to Highway Commission
November , 2022 to CIP/City Clerk

Number	Customer Acct #	Customer	Property Address	Abatement Rec'd Date	Request Reason	EPD Recommendation	Justification	Abatement Amount	Highway Recommendation
1	108443-2890	Ventresca	233 Prospect St	03/20/22	pipe burst	Deny	below 250% threshold - 175%	0.00	Deny
2	85899-64658	Arute	642-644 Maple St.	04/19/22	faucet leaking	Grant	above 250% threshold -432%	1,010.10	Grant
3	85995-64706	Carlisle, Rev Trust	253 Myrtle St	05/19/22	toilet leak	Grant	above 250% threshold -700%	327.60	Grant
4	194707-21856	Pierce- C/O InterTech	136 Oakdale Ave	07/05/22	running toilet	Deny	90 days past the billdate	0.00	Deny
5	201831-25216	Anada, LLC- C/O Inter Tech	400 Amherst St.	07/05/22	2 toilet valves leaking	Deny	90 days past the billdate	0.00	Deny
6	134109-7954	Pagan	471 Belmont St.	07/05/22	running toilet and shower faucet	Deny	below 250% threshold -167%	0.00	Deny
7	193621-6200	509 S. Beech St LLC	509 Beech St.	07/18/22	running toilet	Grant	above 250% threshold -765%	2,180.10	Grant
8									

Total Abatements \$3,517.80

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 3/24/2022

Customer Name: Ventresca

Account #: 108443-2890
Combine Billing

Property Address: 233 Prospect St.

Reason for Request: Pipe Burst

Service Dates: 11/10/21-2/14/22-5/16/2

Bill Date: 3/23/22-6/23/21

Consumption: 278 ccf

% Increase from Average: 175%

Average Consumption: 159 ccf

Based on: 5 year average

Difference: 119 ccf

Other Comments: _____

EPD
Recommendation: Deny - Abatement does not exceed the 250% threshold

Deny Jm

Abatement Total: _____ ccf at \$ 3.90 \$ _____ -

Highway
Recommendation: *Deny*

Date: 10-17-22

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Patrick Robinson
James Burkush
Trixie Vasquez
Armand Forest
Kathy Sullivan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form



Name: Susan Ventresca

Address: 200 Young St (Street)
Manchester (City) NH (State) 03103 (Unit)
Phone Number: 603-858-0121 (Zip)

Customer Account Number: 108443-2890

Address of Property for which Abatement is Requested:
233 Prospect St (Street)
Manchester (City) NH (State) 03104 (Unit)
(Zip)

Billing Period: 11-10-21 to 2-14-22

Amount of Abatement Request: 232.50

Reason for Abatement Request: Pipe Burst

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Susan Ventresca
(Signature)

3-23-22
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 4/19/2022

Customer Name: Arute

Account #: 85899-64658
Combine Billing

Property Address: 642-644 Maple St.

Reason for Request: Faucet leaking

Service Dates: 11/22/21-2/22/22-5/23/22

Bill Date: 4/2/22 - 7/8/2022

Consumption: 337 ccf

% Increase from Average: 432%

Average Consumption: 78 ccf

Based on: 5 year average

Difference: 259 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds the 250% threshold

Approved Jim

Abatement Total: 259 ccf at \$ 3.90 \$ 1,010.10

Highway Recommendation: Grant

Date: 10-17-22

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Patrick Robinson
James Burkush
Trixie Vasquez
Armand Forest
Kathy Sullivan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form



Name: PAUL M. ARYTO

Address: 53 DONAHUE DR.
(Street)

MANCHESTER
(City)

N.H.
(State)

(Unit)
03103
(Zip)

Phone Number: 603-315-4729

Customer Account Number: 85899-64658

Address of Property for which Abatement is Requested:

642 MAPLE ST.
(Street)

MANCHESTER
(City)

N.H.
(State)

(Unit)
3
(Zip)
03103

Billing Period: 11/22/21 - 2/22/22

Amount of Abatement Request: 484.30 ?? NOT SURE 333.75 ??

Reason for Abatement Request: PROBLEM WITH FLOOR LEAKING

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Leah B. Canto
(Signature)

4/18/22
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 5/19/2022

Customer Name: Carlisle, Rev Trust

Account #: 85995-64706
Combine Billing

Property Address: 253 Myrtle St.

Reason for Request: toilet leak

Service Dates: 2/14/22-5/16/22

Bill Date: 6/20/2022

Consumption: 98 ccf

% Increase from Average: 700%

Average Consumption: 14 ccf

Based on: 5 year average

Difference: 84 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds the 250% threshold

Approved Jm

Abatement Total: 84 ccf at \$ 3.90 \$ 327.60

Highway Recommendation: Grant

Date: 10-17-22

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNell, P.E.
Chief Engineer



Commission
Patrick Robinson
James Burkush
Trixie Vasquez
Armand Forest
Kathy Sullivan

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: LUCIA A. CARLISLE (REVOCABLE TRUST CARLISLE)
Address: 253 MYRTLE ST
(Street) MANCHESTER (City) NH (State) 03104 (Unit) (Zip)
Phone Number: 603 669-8666
Customer Account Number: 85995-64706

Address of Property for which Abatement is Requested:

253 MYRTLE ST
(Street) MANCHESTER (City) NH (State) 03104 (Unit) (Zip)

Billing Period: 2-15-22 5-15-22

Amount of Abatement Request: 319.80 (AMT. DETERMINED BY: PATTY DADDIO AT WATER DEPT.)
Reason for Abatement Request: TOILET LEAK

I SHUT OFF TOILET IN BASEMENT
WHEN I DISCOVERED THAT THE TANK
WAS RUNNING. I DO NOT USE THIS TOILET

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

NO

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
Yes X No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

5-19-2022
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 7/5/2022

Customer Name: Pagan

Account #: 134109-7954
Combine Billing

Property Address: 471 Belmont St.

Reason for
Request: running toilet and shower faucet

Service Dates: 12/14/21-3/14/22

Bill Date: 4/27/2022

Consumption: 90 ccf

% Increase
from Average: 167%

Average
Consumption: 54 ccf

Based on: 5 year average

Difference: 36 ccf

Other Comments: _____

EPD
Recommendation: Deny - Abatement does not exceed the 250% threshold

Deny Jm

Abatement Total: _____ ccf at \$ 3.90 \$ _____ -

Highway
Recommendation: *Deny*

Date: 10-17-22

Kevin A. Sheppard, P.E.
Public Works Director

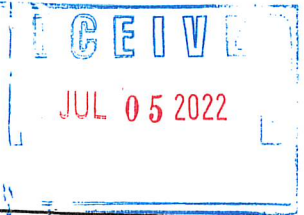
Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Patrick Robinson
James Burkush
Vixie Vasquez
Armand Forest
Kathy Sullivan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form



Name: Celine's Paquin
Address: 471 Belmont St
(Street)
Manchester N.H. 03103
(City) (State) (Zip)
Phone Number: 603-682-7610
Customer Account Number: 134109-7954

Address of Property for which Abatement is Requested:
471 Belmont St
(Street)
Manchester N.H. 03103
(City) (State) (Zip)

Billing Period: 12-14-21 - 3-14-22

Amount of Abatement Request: \$175.50

Reason for Abatement Request: Running toilet and 2
shower faucet leaks

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
☐ Yes ☐ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

6/30/22
(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 7/5/2022

Customer Name: Aanada, LLC-C/O InterTech Real Estate LLC

Account #: 201831-25216
Combine Billing

Property Address: 400 Amherst St

Reason for
Request: 2 toilet valves

Service Dates: 8/2/21-11/1/21-1/31/22

Bill Date: 12/8/21-3/9/22

Consumption: 560 ccf

% Increase
from Average: 361%

Average
Consumption: 155 ccf

Based on: No History
used prior owners

Difference: 405 ccf

Other Comments: _____

EPD
Recommendation: Deny - Abatement received past the 90 days

Deny Jim

Abatement Total: ccf at \$ 3.75 \$ -

Highway
Recommendation: *Deny*

Date: 10-17-22

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Patrick Robinson
James Burkush
Trixie Vasquez
Armand Forest
Kathy Sullivan



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Aananda LLC, c/o InterTech Real Estate LLC

Address: 294 Derry Rd
(Street)

Hudson (City) NH (State) 03051 (Unit)

Phone Number: (603) 801-0064 Don Hook, property manager (Zip)

Customer Account Number: 201831-25216

Address of Property for which Abatement is Requested:

400 Amherst Street (Street) 3 apt building (Unit)

Manchester (City) NH (State) (Zip)

Billing Period: 8/2/21-11/1/21 11/1/21-1/31/22

Amount of Abatement Request: \$ 1,857.07

Reason for Abatement Request: 2 toilet valves

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
 Yes X No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

(Signature)

(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 7/5/2022

Customer Name: Pierce-C/O InterTech Real Estate LLC

Account #: 194707-21856
Combine Billing

Property Address: 136 Oakdale Ave

Reason for Request: running toilet

Service Dates: 5/24/21-8/23/21

Bill Date: 10/6/2021

Consumption: 160 ccf

% Increase from Average: 291%

Average Consumption: 55 ccf

Based on: Limited History
9 quarter average

Difference: 105 ccf

Other Comments: _____

EPD Recommendation: Deny - Abatement received past the 90 days

Deny Jm

Abatement Total: ccf at \$ 3.75 \$ -

Highway Recommendation: *Deny*

Date: 10-17-22

Kevin A. Sheppard, P.E.
Public Works Director

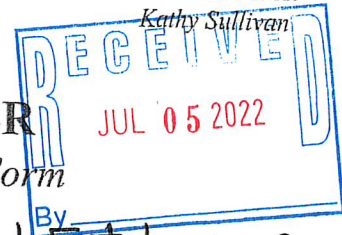
Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Patrick Robinson
James Burkush
Trixie Vasquez
Armand Forest
Kathy Sullivan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form



Name: Michael Pierce, % InterTech Real Estate LLC

Address: 294 Derry Road

Hudson (City) NH (State) 03051 (Unit)

Phone Number: (603) 801-0064 Don Hook, property manager (Zip)

Customer Account Number: 194707-21856

Address of Property for which Abatement is Requested:

136 Oakdale Ave

Manchester (City) NH (State) 03103 (Unit)

Billing Period: 5/24/21-8/23/21

Amount of Abatement Request: \$604.46

Reason for Abatement Request: Running toilet

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.
☐ Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

Donald Hook
(Signature)

dotloop verified
07/05/22 10:38 AM EDT
SC0H-U10T-XZZ5-08G2

07/05/2022

(Date)

CITY OF MANCHESTER
HIGHWAY DEPARTMENT
ENVIRONMENTAL PROTECTION DIVISION
Sewer Abatement Investigation and Recommendation

Date Received: 7/18/2022

Customer Name: 509 S. Beech St. LLC

Account #: 193621-6200
Combine Billing

Property Address: 509 Beech St.

Reason for Request: running toilet

Service Dates: 2/22/22-5/23/22

Bill Date: 7/6/2022

Consumption: 643 ccf

% Increase from Average: 765%

Average Consumption: 84 ccf

Based on: Limited History
10 quarter average

Difference: 559 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds the 250% threshold

Approved Jim

Abatement Total: 559 ccf at \$ 3.90 \$ 2,180.10

Highway Recommendation: Grant

Date: 10-17-22

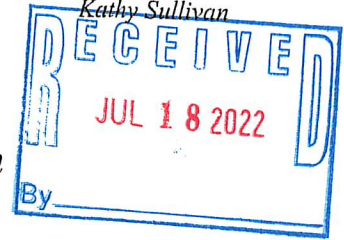
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Patrick Robinson
James Burkush
Trixie Vasquez
Armand Forest
Kathy Sullivan



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: 509 Beech Street LLC

Address: PO BOX 639

Derry (Street) NH (Unit)
(City) (State) 03038
Phone Number: _____ (Zip)

Customer Account Number: 193621-6200

Address of Property for which Abatement is Requested:
509 Beech Street LLC

Manchester (Street) (Unit)
(City) (State) 03104
(Zip)

Billing Period: 2/22/22-5/23/22

Amount of Abatement Request: \$2800⁰⁰

Reason for Abatement Request: Running toilet, not reported
by tenant.

If abatement request is due to an "extraordinary event" such as a hot water tank failure or a water pipe bursting, please state where the water accumulated (basement, outside, bathroom, etc.) and ultimately where it discharged. If it was in a basement, please indicate if the floor is dirt or concrete.

If abatement request is due to a leaking irrigation system, state if a sewer deduct meter is in place.

Yes ☒ No

Verification that applicant does not have any outstanding debts to the City of Manchester, all work is in compliance with codes/ordinances, and all necessary City permits have been obtained and approved.

[Signature]
(Signature)

7/15/2022
(Date)

Anna J. Thomas, MPH
Public Health Director
Philip J Alexakos, MPH, REHS
Deputy Public Health Director



BOARD OF HEALTH
Reverend Richard D. Clegg
Robert G. Ross, DDS
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Ellen Tourigny, MEd
Jenn Wyman, BSN, RN

CITY OF MANCHESTER
Health Department

To: Alderman Will Stewart
Chairman, CIP Committee

From: Anna Thomas, MPH
Director, Manchester Health Department

Date: October 20, 2022

Re: New Funding – NACCHO Implementing Overdose Strategies at the Local Level

The Health Department will be receiving new funding in the amount of \$300,000 from the Center for Disease Control & Prevention. Funding will be used to hire a Director of Overdose Prevention to lead coordinated efforts around overdose rapid response as well as the development of an Overdose Prevention Strategic Plan for the city.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

We thank the Committee for their consideration.

CIP BUDGET AUTHORIZATION

CIP#: 211623

Project Year: 2023

CIP Resolution: 5/17/2022

Title: NACCHO Implementing Overdose Strategies at the Local Level

Amending Resolution: 11/15/2022

Administering Department: Health Department

Revision:

Project Description:

The Health Department will be receiving new funding in the amount of \$300,000 from the Center for Disease Control & Prevention. Funding will be used to hire a Director of Overdose Prevention to lead coordinated efforts around overdose rapid response as well as the development of an Overdose Prevention Strategic Plan for the city.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation
2. Project Completion
- 3.
- 4.
- 5.

11/01/2022

01/31/2024

Line Item Budget

FEDERAL

Salaries and Wages

\$121,227.00

\$0.00

\$0.00

\$121,227.00

Fringes

\$83,766.00

\$0.00

\$0.00

\$83,766.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$95,007.00

\$0.00

\$0.00

\$95,007.00

TOTAL**\$300,000.00****\$0.00****\$0.00****\$300,000.00****Revisions:****Comments:** Source of Funds: Centers for Disease Control & Prevention.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Three Hundred Thousand Dollars (\$300,000) for the FY 2023 CIP 211623 NACCHO Implementing Overdose Strategies at the Local Level.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funding from the Centers for Disease Control and Prevention to support capacity building initiatives for the Manchester Health Department in implementing overdose prevention strategies;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 211623 NACCHO Implementing Overdose Strategies at the Local Level - \$300,000
FEDERAL

Resolved, that this Resolution shall take effect upon its passage

Marmolejo,Ivonne

From: Walder, Gabriela
Sent: Thursday, October 20, 2022 7:50 AM
To: Fleming, Todd; Marmolejo,Ivonne
Cc: Thomas, Anna; Walder, Gabriela
Subject: Next CIP agenda
Attachments: 20221011_SOW_IOPSLL Yr 5.pdf; Naccho - IOPSLL.pdf; NACCHO IOPSLL.docx; Naccho - IOPSLL.pdf

Categories: Agenda Items to Add

Good morning Todd & Ivonne,

The Health Dept & the Mayor's Office have been anticipating the arrival of this Notice of grant award and it came really late yesterday.

Can we please, please add it to the next CIP agenda? Sorry that we are a day late.

Please let us know.

Thank you!

Gaby

Gabriela Walder, MS, CPM
Health Dept Financial Administrator
Manchester Health Department
1528 Elm Street
Manchester, NH 03101
(603) 657-2708

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information that is being shared in order to protect the health of the individual(s) referenced herein and/or the health of the public. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by reply e-mail and destroy all copies of the original message.

From: Thomas, Anna
Sent: Wednesday, October 19, 2022 4:44 PM
To: Walder, Gabriela <GWALDER@manchesternh.gov>
Subject: Fw: IOPSLL Notice of Award

From: NACCHO Injury and Violence Prevention Team <IVP@naccho.org>
Sent: Wednesday, October 19, 2022 4:40 PM
To: Thomas, Anna
Subject: IOPSLL Notice of Award

Dear Anna Thomas and the City of Manchester Health Department Team,

I am happy to share that the Manchester Health Department has been selected as an awardee for the Implementing Overdose Prevention Strategies at the Local Level (IOPSLL) project. The amount of your award will be up to \$300,000 and NACCHO will work in collaboration with you to finalize your project budget.

Upon your acceptance of this award, NACCHO will establish a fee-for-service contract with your agency, whereas deliverables will be listed in the contract agreement, and payment will be remitted upon submission and acceptance of those completed items; see contract template [linked here](#).

Please note, this award is contingent upon acceptance of the following conditions:

1. Submission of required contracting forms: Please [submit](#) the following documents to NACCHO by **October 24, 2022**:
 - Vendor Information – [Form](#)
 - W-9 Form – [Form](#)
 - Certification of Non-Debarment – [Form](#)
 - FFATA – [Form](#)
 - Active proof of System for Award Management (SAM) Registration including registration number.
2. Confirmation of a Scope of Work (SOW) and deliverable schedule: Please review the attached scope of work (SOW). NACCHO reserves the right to make minor adjustments to the SOW and deliverable schedule. Acceptance of the attached scope is required as a condition of award.
3. Agreement to NACCHO's contract terms and conditions: NACCHO will send a separate email to the designated point of contact with a completed agreement for signature.

If you accept these conditions and wish to move forward with the process of contracting with NACCHO for the IOPSLL Project, please [respond to this email](#), formally stating your acceptance of the award and the aforementioned conditions, by **COB Monday, October 24, 2022**.

If you are unable to accept the award, please [let us know](#) immediately.

For any questions, please email me as soon as possible.

Thank you so much for your interest in working with NACCHO to prevent overdose. We are hopeful you will accept this award and look forward to working with you and your team!

Emily Winkelstein, MSW (Pronouns: [She/her/hers](#))
Director Of Overdose Prevention
National Association of County and City Health Officials
1201 I Street NW Fourth Floor | Washington, DC | 20005
Main: [202-783-5550](tel:202-783-5550) | **Direct:** [202-963-0053](tel:202-963-0053)
E-mail: ewinkelstein@naccho.org
www.naccho.org



Implementing Overdose Strategies at the Local Level (IOPSLL)

Local Health Department Name

Total Budget:

November 1st, 2022 - January 31st, 2024

The National Association of County and City Health Officials (NACCHO), with support from the Centers for Disease Control and Prevention (CDC), the National Center for Injury Control and Prevention (NCIPC), is contracting with local health departments (LHDs) for the Implementing Overdose Prevention Strategies at the Local Level (IOPSLL) project. This project is designed to build capacity for local health departments (LHDs) serving jurisdictions with an above average burden of drug overdose deaths in the following areas:

- Surveillance and Data Sharing
- Linkages to Care
- Providers and Health Systems Support
- Partnerships with Public Safety and First Responders
- Communication Campaigns
- Stigma Reduction
- Harm Reduction Activities

All contracted LHDs will be expected to integrate a health equity approach in the implementation of their workplans.

Deliverables Schedule

Period 1 November 2022 - July 2023

Invoice Period	Activity	Deliverables	Payment Schedule
November 2022 - January 2023 Invoice 1 to be submitted by or before February 28, 2023	Participate in kick-off call/webinar for the IOPSLL program	Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees)	13%
	Program introduction calls (peer-to-peer calls and data expert technical assistance calls)	Attendance at calls/webinars. (NACCHO will keep a roster of attendees)	
	Complete an Overdose Prevention Capacity Assessment Tool (OPCAT) designed to guide IOPSLL recipients in an assessment of their existing capacity and gauge technical assistance needs	Submission of OPCAT survey	
	Participate in Health Equity workshops and work plan planning calls	List of participants in planning calls, draft work plan	

February 2023 - March 2023 Invoice 2 to be submitted by or before April 31, 2023	Evaluation Activities (first call with technical assistance expert, draft of evaluation plan)	Draft of evaluation plan	18%
	Monthly activities (Monthly check-in calls facilitated by NACCHO and a technical assistance provider to review progress of planned activities and any major changes to the proposed work plan, additional TA calls by specialized TA providers to support work plan activities)	February progress monitoring report (PMR), March PMR	
	Virtual or in person site visit with data experts	Agenda and participant list	
April 2023 - May 2023 Invoice 3 to be submitted by or before June 30, 2023	Monthly activities (Monthly check-in calls facilitated by NACCHO and a technical assistance provider to review progress of planned activities and any major changes to the proposed work plan, additional TA calls by specialized TA providers to support work plan activities.)	April PMR, May PMR	18%
	Attend an in person meeting in Washington, DC in Spring 2024 (at least two representatives from the project should attend an in person meeting of IOPSLL recipients)	Presentation (slides or agenda) and submission of evaluation survey	
June 2023 - July 2023 Invoice 4 to be submitted by or before August 31, 2023	Technical Assistance survey and OPCAT	Submission of OPCAT survey	13%
	Monthly activities (Monthly check-in calls facilitated by NACCHO and a technical assistance provider to review progress of planned activities and any major changes to the proposed work plan, additional TA calls by specialized TA providers to support work plan activities)	June PMR, July PMR	
	Evaluation Activities (call with evaluation experts, final evaluation plan)	Final evaluation plan	
Period 2 August 2023 - January 2024			
August 2023 - September 2023 Invoice 5 to be submitted by or before October 31, 2023	Monthly activities (Monthly check-in calls facilitated by NACCHO and a technical assistance provider to review progress of planned activities and any major changes to the proposed work plan, additional TA calls by specialized TA providers to support work plan activities)	Aug PMR, Sept PMR	10%

October 2023 - November 2023 Invoice 6 to be submitted by or before December 31, 2023	Monthly activities (Monthly check-in calls facilitated by NACCHO and a technical assistance provider to review progress of planned activities and any major changes to the proposed work plan, additional TA calls by specialized TA providers to support work plan activities)	Oct PMR, Nov PMR	10%
December 2023 - January 2024 Invoice 7 to be submitted by or before February 29, 2024	Monthly activities (Monthly check-in calls facilitated by NACCHO and a technical assistance provider to review progress of planned activities and any major changes to the proposed work plan, additional TA calls by specialized TA providers to support work plan activities)	Dec PMR, Jan PMR	18%
	Close out activities to include final evaluation report, implementation progress report, interview with evaluation team, OPCAT	Evaluation report, Implementation Progress Report, interview notes (NACCHO to submit), OPCAT survey submission	

Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
John G. Cronin, *Chairman*
Manny Content
Eva Castillo
John Mercier

CITY OF MANCHESTER
Police Department

September 27, 2022

To: Alderman Stewart, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: Justice Assistance Grant

Attached is a U.S. Department of Justice, Justice Assistance Grant Award for an amount of \$227,369.00 for Manchester, Nashua, and the Hillsborough County.

This award is for 10/01/2022 to 12/30/2025.

The funds breakdown is as follows:

Overtime	-	\$ 40,000.00
Equipment	-	\$145,433.00
Other	-	\$ 41,936.00

Please process this as a project for approval.

Sincerely,


Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 410623

Project Year: 2023

CIP Resolution: 5/17/2022

Title: Justice Assistance Grant

Amending Resolution: 11/15/2022

Administering Department: Police Department

Revision:

Project Description: U.S. Department of Justice funding to purchase equipment and provide overtime for support of various law enforcement functions.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	10/01/2022
2.	Project Completion	12/30/2025
3.		
4.		
5.		
		12/30/2025

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$40,000.00	\$0.00	\$0.00	\$40,000.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$145,433.00	\$0.00	\$0.00	\$145,433.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$41,936.00	\$0.00	\$0.00	\$41,936.00
TOTAL	\$227,369.00	\$0.00	\$0.00	\$227,369.00

Revisions:

Comments: Federal Funding from the U.S. Department of Justice. Project initiation and completion dates determined by the grantor.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Twenty-Seven Thousand Three Hundred Sixty-Nine Dollars (\$227,369) for the FY 2023 CIP 410623 Justice Assistance Grant.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate FEDERAL funding from the US Department of Justice to purchase equipment and provide overtime for support of various law enforcement functions.

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 CIP 410623 Justice Assistance Grant - \$227,369 FEDERAL

Resolved, that this Resolution shall take effect upon its passage



Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20530

AWARD NOTIFICATION		Award Number: 15PBJA-22-GG-02191-JAGX	
Name and Address of Recipient:		MANCHESTER, CITY OF 405 VALLEY ST	
City, State and Zip:		MANCHESTER, NH 03103	
Recipient Point of Contact:		STEVEN HOEFT	
Email:		shoeft@manchesternh.gov	
Phone:		603-792-5411	
Solicitation Title: BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation			
Federal Award Amount: \$227,369.00		Federal Award Date: 9/26/22	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Award Type:		Initial	
Statutory Authority:		Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)	
Opportunity Category: Other		Assistance Listing Number: 16.738	
Project Period Start Date: 10/1/21		Project Period End Date: 9/30/25	
Project Description: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.			

For more information about this award, please contact the OJP Office of Communications at 202-307-0703 or OJP.OCOM@ojp.usdoj.gov.

Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
John G. Cronin, *Chairman*
Manny Content
Eva Castillo
John Mercier

CITY OF MANCHESTER
Police Department

October 7, 2022

To: Alderman Stewart, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: STOP Violence Against Women

Attached is a State of New Hampshire Department of Justice Grant Award totaling \$93,000.00 for a new STOP Violence Against Women project.

This grant is for 01/01/23 to 3/31/24.

The funds breakdown is as follows:

Salaries - \$93,000.00

Please process this as a project for approval.

Sincerely,


Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 410723

Project Year: 2023

CIP Resolution: 5/17/2022

Title: STOP Violence Against Women

Amending Resolution: 11/15/2022

Administering Department: Police Department

Revision:

Project Description:

Funds are used to pay salaries of Domestic Violence Officer and a Victim Advocate to actively pursue Domestic Violence cases where the victim refuses to press charges or recants.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation
2. Project Completion
- 3.
- 4.
- 5.

01/01/2023

03/31/2024

3/31/2024

Line Item Budget

STATE

Salaries and Wages

\$93,000.00

\$0.00

\$0.00

\$93,000.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$93,000.00****\$0.00****\$0.00****\$93,000.00****Revisions:****Comments:**

Source of Funds: NH Department of Justice.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Ninety Three Thousand Dollars (\$93,000) for the FY 2023 CIP 410723 STOP Violence Against Women.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Department of Justice to provide one-time funding to support Domestic Violence cases where the victim refuses to press charges or recants;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 CIP 410723 STOP Violence Against Women - \$93,000 STATE

Resolved, that this Resolution shall take effect upon its passage

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Manchester Police Department		1.4. Grantee Address 405 Valley Street Manchester, NH 03103	
1.5 Grantee Phone # (603) 792-5400	1.6. Account Number 02-20-20-201510- 5017-072-500574	1.7. Completion Date 12/31/2023	1.8. Grant Limitation \$ 93,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-1234	
If Grantee is a municipality or village district: "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	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable) 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"), 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 B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration 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 complete 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, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply 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 necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, 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.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered 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 covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these 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, subgrantee, 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 Officer 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 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, 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 copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective 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 contrary, 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 reduction 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 notice of such 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 records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence 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 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 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 specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such 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 Grantee 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 such a Termination Report by the State shall entitle the Grantee to receive 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 notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, 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 locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Initials: _____

Date: _____

- approval of the undertaking or carrying out of such Project, 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.
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 respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation 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 consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 officers 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 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 State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, 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 insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates 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.
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 such failure of waiver 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 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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors 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 intent 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Manchester Police Department as the Grantee (hereinafter referred to as “Subrecipient”) shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.
5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

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6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

7. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this award.

By accepting this award on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

8. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance.

The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review

throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained,

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whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

9. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award.

If so, the subrecipient must promptly notify the NHDOJ Grants Management Unit in writing of the potential duplication, and, if so requested by the NHDOJ, must seek a budget modification or change-of-project-scope to eliminate any inappropriate duplication of funding

10. Requirements related to System for Award Management and unique entity identifiers

The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

The subrecipient also must comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers (UEI) are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers), and are incorporated by reference here.

11. Employment eligibility verification for hiring under the award

The subrecipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient at any tier) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2).

The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Employment eligibility verification for hiring under award) and are incorporated by reference here.

12. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the

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scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

In the event of an actual, or imminent, breach of Personally Identifiable Information of a U.S Department of Justice funded program or activity by a subrecipient, the subrecipient must have a procedure in place that indicates that the Grants Management Unit will be notified of the breach by the end of the business day (4:00 PM EST) that the breach was reported. An e-mail will be sent to Grants@doj.nh.gov, which e-mails every staff member in the Grants Management Unit, notifying the Unit of the breach. The GMU Administrator, or designee, will respond to the subrecipient's e-mail notifying receipt of the notification by the end of the business day that it was received. If the subrecipient does not receive a confirmation e-mail from the GMU the subrecipient shall call the NH Department of Justice main number, (603)271-3658, and request to speak to the GMU and report the breach.

Subrecipients must have written procedures that document the process of notifying the GMU in the event of a PII breach. Written procedures will be verified during onsite monitoring's conducted by the GMU.

13. Unreasonable restrictions on competition under the award; association with federal government.

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government) and are incorporated by reference here.

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions>

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(Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

15. Determinations of suitability to interact with participating minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

17. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

18. Effect of failure to address audit issues

The subrecipient understands and agrees that the NHDOJ (and OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the NHDOJ) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

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19. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by the NHDOJ (and OJP or OVW, as appropriate) during the period of performance for this award, if the subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence)

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a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

24. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition:

General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance, and may not proceed without the express prior written approval of NHDOJ.

25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

26. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or

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otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that--

- (1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

27. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the NHDOJ or (OJP or OVW, as appropriate) for guidance.

28. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

29. Requirement to disclose whether recipient is designated high risk by a federal grant-making agency outside of DOJ.

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

The recipient's disclosure must include the following: (1) the federal awarding agency that currently designates the recipient high risk; (2) the date the recipient was designated high risk; (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address); and (4) the reasons for the high-risk status, as set out by the federal awarding agency.

30. Availability of general terms and conditions on OVW website

The subrecipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

31. Compliance with statutory and regulatory requirements

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which

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may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

32. Compliance with solicitation requirements

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

33. VAWA 2013 nondiscrimination condition

The subrecipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.

The subrecipient agrees that it will comply with this provision. The subrecipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

34. Misuse of award funds

The subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

35. Limitation on use of funds to approved activities

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless the NHDOJ Grants Management Unit determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

36. Non-supplantation

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal

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funds that would otherwise be available for the activities under this grant.

37. Confidentiality and information sharing

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

The subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and “Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))” on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The subrecipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

38. Activities that compromise victim safety and recovery or undermine offender accountability

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

39. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

40. Termination or suspension for cause

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that there is no longer

Initials: _____

EXHIBIT A

such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 CFR 200.340.

41. Performance progress reports and final report submission

The subrecipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this award. The subrecipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other information as OVW may prescribe.

Subrecipients are required to submit this report after the end of each calendar year but no later than March 15th each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award.

42. Subrecipient program income

Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs.

In order to add program income to a subaward, subrecipients must seek approval from the NHDOJ prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the NHDOJ Grants Management Unit must be reported by the subrecipient to the NHDOJ Grants Management Unit so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the subrecipient must provide approval by the end of the project period.

Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

43. Subrecipient product monitoring

The subrecipient agrees to be monitored to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

44. Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or

Initials: _____

EXHIBIT A

any other format) resulting from subaward activities shall contain the following statement:

"This project was supported by Subgrant No. _____ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

45. Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

46. Consultant compensation rates

The subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds.

Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, subrecipients are required to maintain documentation to support all daily or hourly consultant rates.

47. Ongoing compliance with statutory certifications

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on

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EXHIBIT A

the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims).

Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

48. Requirements for subrecipients providing legal assistance

The subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the subrecipient. The legal assistance eligibility requirements are:

(1) any person providing legal assistance through a program funded under this grant program

(A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or

(B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

(3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and

(4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

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EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred and services provided for victims of sexual violence, domestic violence, dating violence, and stalking.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
(603) 271-8091 or travis.n.teeboom@doj.nh.gov

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EXHIBIT C

- PAYMENT TERMS-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$93,000 of the total Grant Limitation from Governor and Council approval or 1/1/2023, whichever is later, to 12/31/2023, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2023, unless a grant extension is approved in writing by DOJ.

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Date: _____

EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, _____ [*responsible official*], certify that

Manchester Police Department [*Subrecipient*] has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on _____ [*date*]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

_____ [*official that completed training*] has completed

the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

_____ [*date*]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that: Manchester Police Department [*Subrecipient*] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries.

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EXHIBIT D

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.
- (2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—
 - a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
 - a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

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EXHIBIT D

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

Initials: _____

EXHIBIT D

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3)

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

A recipient or subrecipient may use federal funds to retain jobs that, without the use of the federal money, would be lost. If the grantee is planning on using federal funds to retain jobs, it must be able to substantiate that, without the funds, the jobs would be lost. Substantiation can be, but is not limited to, one of the following forms: an official memorandum, official minutes of a county or municipal board meeting or any documentation, that is usual and customarily produced when making determinations about employment. The documentation must describe the terminated positions and that the termination is because of lack of the availability of State or local funds.

The Manchester Police Department (Subrecipient) certifies that any funds awarded through **grant number 2023VAW21** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

The Manchester Police Department (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: _____

Signature: _____ Date _____

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Subrecipients should refer to the regulations cited below to determine the certification to which they are required to attest. Subrecipients should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Subrecipient certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Subrecipient's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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EXHIBIT F

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Subrecipient certifies, with respect to prospective participants in a primary tier “covered transaction,” as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals’) present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Subrecipient or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Subrecipient also must disclose such felony criminal conviction in writing to the Department (for OJP Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

- A. If the Subrecipient is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or

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EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

Subrecipients, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Subrecipients, to OVW at OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Subrecipient is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Subrecipient certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Subrecipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will —

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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EXHIBIT F

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs,
ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

Name and Address of Agency

EXHIBIT G

Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Initials: _____

EXHIBIT G
Certification

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity ID (SAM) number for your entity is:
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

____NO

____YES

**If the answer to #2 above is NO, stop
here**

**If the answer to #2 above is YES, please answer the
following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

____NO

____YES

If the answer to #3 above is YES, stop

**If the answer to #3 above is NO, please answer the
following:**

5. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Initials: _____

EXHIBIT G
Certification

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Initials: _____

EXHIBIT H

U.S. Department of Justice
Office on Violence Against Women



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

Initials: _____

EXHIBIT H

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

Initials: _____

EXHIBIT H

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Typed Name of Authorized Representative

Title

Telephone Number _____

Signature of Authorized Representative

Date Signed

Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.

Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
John G. Cronin, *Chairman*
Manny Content
Eva Castillo
John Mercier

CITY OF MANCHESTER
Police Department

October 14, 2022

To: Alderman Stewart, Chairman, CIP Committee
From: Steve Hoeft, BSO

Re: Intelligence Liaison Officer Program

Attached is a State of New Hampshire, Department of Safety Grant Award for an amount of \$40,000 for the Intelligence Liaison Officer Program. This is the same program as 412422.

This agreement is for 11/1/2022 to 8/31/2025.

The funds breakdown is as follows:

Salary	-	\$39,400
Benefits	-	\$600

Please process this as a project for approval.

Sincerely,


Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 410823

Project Year: 2023

CIP Resolution: 5/17/2022

Title: Intelligence Liaison Officer Program

Amending Resolution: 11/15/2022

Administering Department: Police Department

Revision:

Project Description:

The Intelligence Liaison Officer (ILO) will serve as primary conduits for gathering relevant unevaluated information concerning homeland security threats, such as terrorism, as well as other specified precursor crimes. ILO's will also serve as the primary means to disseminate finished intelligence, criminal bulletins, indications and warnings, and other products from the Department of Homeland Security (DHS), the Federal Bureau of Investigation (FBI), and other state and local agencies to include the Manchester Police Department.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation
2. Project Completion
- 3.
- 4.
- 5.

11/1/2022

8/31/2025

8/31/2025

Line Item Budget

STATE

Salaries and Wages

\$39,400.00

\$0.00

\$0.00

\$39,400.00

Fringes

\$600.00

\$0.00

\$0.00

\$600.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$40,000.00****\$0.00****\$0.00****\$40,000.00****Revisions:****Comments:**

Source of funds: NH Department of Safety. Program initiation and completion dates determined by the grantor.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Thousand Dollars (\$40,000) for the FY 2023 CIP 410823 Intelligence Liaison Officer Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept STATE funding from the NH Department of Safety for the implementation of the Intelligence Liaison Officer Program;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 CIP 410823 Intelligence Liaison Officer Program - \$40,000 STATE

Resolved, that this Resolution shall take effect upon its passage

State of New Hampshire



ROBERT L. QUINN
COMMISSIONER OF SAFETY

RICHARD C. BAILEY, JR
EDDIE EDWARDS
ASSISTANT COMMISSIONERS

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305
Tel: (603) 223-3889
Speech/Hearing Impaired
TDD Access Relay NH 1-800-735-2964

October 6, 2022

Chief Allen Aldenberg
Manchester Police Department
405 Valley Street
Manchester, NH 03103

Re: 2022 ILO - Homeland Security Grant Program Award

Dear Chief Aldenberg:

It is my pleasure to inform you that upon review of your 2022 Homeland Security Grant Application, the Manchester Police Department has been awarded **\$40,000**. This is intended to fund one Tier III participant in the Intelligence Liaison Officer Program (ILO). Reimbursement requests must be submitted on a monthly basis to Joseph Villers, Division of State Police Investigative Services, 110 Smokey Bear Blvd, Concord, NH 03301. This grant award expires on August 31, 2025 (*see special conditions). There are no guarantees for funding beyond this timeframe, however we do anticipate 2023 funds being available should you choose to continue with this program.

Enclosed also is your Sub-Recipient Information Reporting Form, federal grant terms and conditions, special conditions requirements, lobbying certification and acceptance of audit requirement forms. All signature forms must be returned to the Grants Management Unit within thirty (30) days of the date of this letter. Special conditions requirements must be responded to within forty-five (45) days of the date of this letter. In addition, this project must be implemented within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Failure to meet these requirements may result in a delay in reimbursement or cancellation of your grant award. **Please make note of the Special Condition requirement for the Nationwide Cybersecurity Review that must be completed prior to February 28, 2023.**

Additional information is also available at <http://www.nh.gov/safety/homeland/index.html>. We, at the Department of Safety, look forward to this opportunity to work diligently with local first responders, public safety officials, and other local and state officials and agencies to prepare and protect our citizens. It is our hope that we will never have to apply these skills, or use this equipment; however, we will work together to ensure that our ability to do so will be keen.

Sincerely,

A handwritten signature in cursive script, appearing to read "Pamela Urban-Morin".

Pamela Urban-Morin
Grants Administrator

CC: File
Steven Hoeft, Business Services Officer

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name: Department of Safety		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Manchester Police Department		1.4. Grantee Address 405 Valley Street Manchester, NH 03103	
1.5 Grantee Phone # 603-792-5400	1.6. Account Number 10-54100000-500574	1.7. Completion Date 8/31/25	1.8. Grant Limitation \$ 40,000
1.9. Grant Officer for State Agency Pam Urban-Morin		1.10. State Agency Telephone Number 603-271-7663	
If Grantee is a municipality or village district: "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	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable) 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"), 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 B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration 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 complete 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, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply 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 necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, 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.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered 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 covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership
8. with, the entity identified as the Grantee in block 1.3 of these provisions
- 8.1. PERSONNEL.

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 8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, 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 8.3. the State, or who is a State officer or employee, elected or appointed.

The Grant Officer 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.

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, 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 copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective 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 contrary, 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 reduction 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 notice of such 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 records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence 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 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 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 specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such 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 Grantee 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. In the event of Termination under paragraphs 10 or 12.4 of these general
 - 12.2. provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - In the event of Termination under paragraphs 10 or 12.4 of these general
 - 12.3. 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.
 - Notwithstanding anything in this Agreement to the contrary, either the State or, 12.4. except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Grantee,
13. 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 Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, 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.
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 respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation 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 consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 officers 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 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 State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, 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 insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates 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.
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 such failure of waiver 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 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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors 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 intent 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

SPECIAL CONDITIONS – FFY 2022

SUBGRANTEE: Manchester Police Department

GRANT AWARD AMOUNT: \$40,000

GRANT TITLE: ILO Program

GRANT AWARD DATE: October 6, 2022

GRANT PROGRAM: LETPA

CFDA#: 97.067

DHS Grant Award Number: Grant Award: EMW-2022-SS-00036

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO ***WITHIN THIRTY (30) DAYS*** FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON August 31, 2025**. Accordingly per DHS/FEMA- Office of Financial & Grants Management guide; page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.

BY SIGNING THIS FORM YOU AGREE TO THE CONDITIONS OF THIS GRANT.

* * * * *

1. Please note the following special conditions for your grant award:
 - a. Indicate which of the following is true regarding the project funded with these Homeland Security dollars by circling the correct selection (circle only one).
 - i. Sustaining or maintaining a capability acquired with federal homeland security funding;
 - ii. Sustaining or maintaining a capability acquired without federal homeland security funding; or
 - iii. Developing or acquiring a new core capability.
 - b. Per 2022 Grant Guidance, please provide your UEI number here: [redacted]
 - c. Per 2 CFR 208 and Subpart D, the organization must submit its most recent audit to be subject to a risk assessment testing for fiscal practices and capabilities. This must be submitted within 15 days of the date of this award and may necessitate the addition of more special conditions to this award accordance with the results of the standard risk assessment review. This grant is not VALID until the risk assessment is completed successfully.
 - d. Sub-recipients for the FY22 State Homeland Security Program (SHSP) awards are required to complete the 2022 Nationwide Cybersecurity Review (NCSR) and submit a copy of the Completion Certificate to the Grants Management Bureau. More information regarding this requirement can be found at <https://www.cisecurity.org/ms-isac/services/ncsr>– <https://www.cisecurity.org/ms-isac/services/ncsr/>
Note: This site closes on February 28, 2023.
 - e. All grants awarded from the FFY22 Homeland Security Grant Program (and any future grants through the Homeland Security Grant Program) will need to transition to a new process which involves approval by the Governor & Executive Council. This may require your office to submit formal acceptance of grant funds per NH RSA after Governor and Council approval for NH DOJ approval.
 - f. No work can begin until all special conditions and approval from the Governor and Executive Council are met and you have received an “OK to Proceed” from the Grant Management Bureau.
2. **Equipment:** The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: “Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Bureau.” Additionally, when practicable, any equipment purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Bureau and U.S. Department of Homeland Security.
3. **Publications:** The recipient agrees that all publications created with funding under this grant shall prominently contain the following: “This document was prepared under a grant from the Federal Emergency Management Agency’s Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the NH Department of Safety (DOS)”.

4. ***Project Implementation:*** The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. For projects subject to EHP/NEPA, NO work can begin until EHP/NEPA approvals are granted. DOS-GMB will advise sub-recipient of the approval once received. DOS-GMB reserves the right to verify project start date. All projects must be completed at least 30 days prior to end of the grant period as specified on the Grant Special Conditions page. No work may be completed or be eligible for reimbursement if it occurs after the grant period end date.
5. All sub-grantees must comply with the Grant Terms and Conditions included with this award.
6. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2022 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.
7. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: <http://www.dhs.gov/presidential-policy-directive-8-national-preparedness> .
8. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf
9. Recurring costs/fees are not allowable for funding under the 2022 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.

Signature of Authorized Official

Signature of Program Manager/Contact

Date

Date

Fiscal Year 2022: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

Article III - DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 OHS Standard Terms and Conditions apply to all new federal financial assistance awards in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 OHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. OHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 4240 Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the OHS financial assistance office (OHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. All DHS/FEMA Financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and by OHS c:112 C.F.R. Part 3002.
- III. Recipients defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing OHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any OHS compliance reviews or compliance investigations conducted by OHS.
- II. Recipients must give OHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate OHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from OHS or one of its awarding component agencies must complete the OHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of OHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to

CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the OHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to OHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

Article VI -

Fiscal Year 2022: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII -Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) {codified as amended at Title 42, U.S. Code, section 6101 et seq.}, which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX -Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, 11, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines **PII** as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article. XII - Civil Rights

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features.

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Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E. federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) -Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. OHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XIX • False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of Fraudulent claims for payment to the Federal Government

Article XX - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXII - Fly America Act of 1974

Applicants must comply with International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision 8-138942.

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Article XXIII - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXIV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to OHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the OHS Recipient Guidance:

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVI - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Provisions of NFPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Insure the equal treatment of faith-based organizations OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual OHS programs.

Article XXIX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

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Article XXXI · Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXII · Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973){codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment Ensuring the Future Is Made In All of Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- I. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States;
- II. all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- III. all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material

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The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

- I. When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- applying the domestic content procurement preference would be inconsistent with the public interest;
 - the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other OHS components, please contact the applicable OHS FAO.*

*Today (7/1/22), the Office of Management and Budget (OMB) approved FEMA's General Applicability Public Interest Waiver of the [Build America, Buy America Act \(BABAA\) requirements](#), and this waiver will be effective for a period of six (6) months. For FEMA awards made and any other funding FEMA obligates during this waiver period, through January 1, 2023, recipients and subrecipients *will not* be required to follow the BABAA requirements. For [FEMA programs subject to the BABAA requirements](#), for any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, recipients and subrecipients *will* be required to follow the BABAA requirements unless another waiver is requested and approved.

During this period, FEMA will work diligently to implement the BABAA requirements including, developing policy, waiver processes, and delivering trainings.

If you have any questions related to the BABAA or FEMA's implementation, please feel free send your inquiry to the FEMA-GPD Policy Mailbox at fema-gpd-policy@fema.dhs.gov.

To see whether a particular OHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable OHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXVII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVIII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

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Article XXXIX -Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XL - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XU - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their OHS FAQ prior to using the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

Article XLV -Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

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Article XLVI -Acceptance of Post Award Changes

N/A.

Article XLVII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request Instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVIII - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2

C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

2022 DHS/FEMA Homeland Security Grant Program General State/Federal Grant Terms and Conditions pages 8-14:

NOTE: The grant terms and conditions must be submitted with the grant acceptance

1. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FFY 2022 U.S. Department of Homeland Security, Grant Program Guidance and Application Kit. The applicant assures that it will comply and all its sub-recipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2022 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.
2. **Freedom of Information Act (FOIA):** FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.
3. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
4. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as 2 CFR 200.310-316 and 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to DOS, if requested.

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- a. Buy American Act SEE ARTICLE II herein) : In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest
 - b. Today (7/1/22) , the Office of Management and Budget (OMB) approved FEMA's General Applicability Public Interest Waiver of the Build America, Buy America Act (BABAA) requirements, and this waiver will be effective for a period of six (6) months. For FEMA awards made and any other funding FEMA obligates during this waiver period, through January 1, 2023, recipients and subrecipients will not be required to follow the BABAA requirements. For FEMA programs subject to the BABAA requirements, for any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, recipients and subrecipients will be required to follow the BABAA requirements unless another waiver is requested and approved.
 - c. During this period, FEMA will work diligently to implement the BABAA requirements including, developing policy, waiver processes, and delivering trainings.
 - d. If you have any questions related to the BABAA or FEMA's implementation, please feel free send your inquiry to the FEMA-GPD Policy Mailbox at fema-gpd-policy@fema.dhs.gov.
5. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.
 6. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
 7. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
 8. **Conflict Of Interest:** Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but insure that a local policy is in place to comply generalized paraphrased policy sample herein and given below:

Advice: No official or employee of a state or unit of local government or of non-government grantees/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subrecipients shall avoid any action which might result in, or create the appearance of the following:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; and/or
- Adversely affecting the confidence of the public in the integrity of the government or the program.

Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

9. **Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, **not to exceed the maximum of \$650.00 per day. Permission for costs that exceed \$650 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.**
10. **Continuation:** The applicant agrees that if the requested project is funded continuation is not guaranteed.
11. **Contract Requirements:** The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.
12. **Construction Projects:** NSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.).

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Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determination, is available from the following website: <http://www.wdol.gov>.

13. **Data Collection:** The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
 14. **Deobligation of Grant Funds:** All grants must be deobligated at the end of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.
 15. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:
 - Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and
 - Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
- The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
16. **Equipment:** The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Unit." Additionally, when practicable, any equipment purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Unit and U.S. Department of Homeland Security.
 17. **Financial Responsibility:** The financial responsibility of subrecipients must be such that the subrecipient can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
 - Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - The accounting system should provide accurate and current financial reporting information; and,
 - The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
 18. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the subrecipient with respect to sub grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to DOS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from DOS.
 19. **Interoperable Equipment:** Grantee is responsible for all license requirements resulting from a potential grant. Equipment must meet DHS/FEMA recommended P-25 compatible standards
 20. **Legal Action:** The subrecipient agrees that should the NH Department of Safety - Grants Management Unit determine that it needs to take legal action against the subrecipient for actions arising out of the grant, the subrecipient will waive jurisdiction and have the case heard in either state or federal court in Concord, New Hampshire.
 21. **Obligation of Grant Funds:** Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by DOS. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 30 calendar days before the end of the grant period.
 22. **Performance:** This grant may be terminated or fund payments discontinued by DOS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by DOS. In the event the subrecipient fails to perform the services described herein and has previously received financial assistance from DOS, the subrecipient shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse DOS for payments made.

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23. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CRF 200.310-200.316): Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the grantee or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- Disposition. Must be reported to Grants Management and completed in accordance with 2 CFR 200. In cases where a grantee or subrecipient fails to take appropriate disposition actions, the awarding agency may direct the grantee or subrecipient to take excess and disposition actions.
- Federal equipment. In the event a grantee or subrecipient is provided federally-owned equipment:
- (1) Title will remain vested in the Federal Government.
 - (2) Grantees or subrecipients will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
 - (3) When the equipment is no longer needed, the grantee or subrecipient will request disposition instructions from the Federal agency.
- Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:
- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
 - (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
 - (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.
- Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:
- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
 - (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
 - (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.
24. **Records:** The applicant will give the grantor agency or the DHS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
25. **Recording and Documentation of Receipts and Expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

Fiscal Year 2022: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

26. **Reports:** The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.
27. **Final and fiscal close-out Report:** The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.
28. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved. Re: Property records see as previously noted in this section: Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CRF 200.310-200.316):
29. **Suspension or Termination of Funding:** DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
 - Failure to adhere to the requirements, standard conditions or special conditions;
 - Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
 - Failure to submit reports;
 - Filing a false certification in this application or other report or document;
 - Other good cause shown.
30. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subrecipient's approved project plan and budget. Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement.
31. **Utilization of Minority Businesses:** Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
32. **Written Approval of Changes:** Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

As a condition of the receipt of these funds:

Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

Tracking of Equipment:

Upkeep, maintenance, and training of and for equipment procured as part of the Homeland Security Grant Program is a local and/or grantee responsibility. The inventory of this equipment is a local responsibility and the recipient of such understands that inspections, auditing, and inventory accounting of this equipment may occur as a condition of this grant either from Federal, State or other appropriate level agency and agent.

Equipment valued over \$5,000:

To comply with OMB 2 CFR 200 equipment valued at this level must inventoried and tracked locally and be reported to the State Department of Safety (DOS) – Grants Management Unit for 2 years or until the item carries a depreciated value of less than \$250. The disposition of the equipment must be reported. DOS recommends consulting with local auditor's compliance and disposition rules governing equipment procured with Federal funds.

Certification by Official Authorized to Sign

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subrecipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds. **CERTIFICATION: I CERTIFY THAT I AM DULY AUTHORIZED UNDER THE STATUTES OF THE STATE OF NH TO APPLY FOR, AUTHORIZE, OR ACCEPT THE HOMELAND SECURITY GRANT FUNDS / EQUIPMENT HEREIN. ***THE AUTHORIZING OFFICIAL MUST BE STATUTORILY ALLOWED TO SIGN A CONTRACT FOR THE MUNICIPALITY (i.e. Mayor, City Manager, Town Manager, Chairperson BOS, etc.) PER RSA 31:95b or RSA 37:6**

Initials _____

Date _____

Fiscal Year 2022: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to **supplement** (add to) existing funds, and will not **supplant** (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. DHS/FEMA I.B. 379 allows as well as FP-205-402-125-1 which apply to maintenance and sustainment of grant or in some cases non- grant acquired capabilities with specific definitions. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds. Supplanting funds is loosely defined (for these purposes) as using federal grant money to "replace" or "take the place of" existing local funding for equipment or programs. The funds are intended to provide local entities with **increased or in 2022 sustained capabilities** or to build capacity to address CBRNE/WMD terrorist incidents.

National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at: <https://www.fema.gov/emergency-managers/nims/implementation-training>. Please see the: Preparedness Grants Manual for more information on NIMS. Recipients should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is on DHS/FEMA's website

CERTIFICATION BY PROGRAM MANAGER/CONTACT*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Program Manager/Contact as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ Title: _____
Agency: _____ Mailing Address: _____
Phone Number: _____
Fax Number: _____ E-Mail Address: _____
Signature: _____

CERTIFICATION BY FINANCIAL OFFICER*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____

Title: _____

Agency: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

CERTIFICATION BY AUTHORIZED OFFICIAL*

I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information presented is correct; (4) there has been appropriate coordination with affected agencies; (5) I am duly authorized by the applicant to perform the tasks of Authorized Official as they relate to the requirements of this grant application; (6) costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, (7) the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____

Title: _____

Agency: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

Authorized Official (Individual who can bind organization into a contract, authorize payments, payroll etc.)

***NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND AUTHORIZED OFFICIAL **CANNOT BE THE SAME PERSON.**

Initials _____

Date _____

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

SUB-RECIPIENT INFORMATION REPORTING FORM

(It is recommended this form be completed by your grant administrator or chief financial officer.)

Section I **MUST** be completed by applicants seeking federal funding assistance from the Homeland Security Grant. See for further details: [FSRS - Federal Funding Accountability and Transparency Act Subaward Reporting System](#)

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name:

Address:

City:

State:

Zip Code: _____ -

(9 digits required)

Sub-Recipient **UEI Number:**

Sub-Recipient **MPIN Number** (CCR Registration Number): **Completed:** _____ Yes _____ No

Section II **MUST** be completed if this application seeks federal funds totaling \$30,000.00 or more.

SECTION II. SUB-RECIPIENT REVENUE INFORMATION
(Preceding Fiscal Year)

Sub-Recipients Annual Gross Revenues Exceeded 80 percent or more in Federal Awards

☐ Yes

☐ No

Sub-Recipients Annual Gross Revenues Equal or Exceed \$25,000,000.00. in Federal Awards

☐ Yes

☐ No

Sub-Recipient's 5 Most Highly Compensated Officers

Officer Names

Officer Compensation

1.

2.

3.

4.

5.

Comments

PREPARED BY:

DATE:

Name:

Title:

Telephone:

Email:

Instructions for Completing Sub-Recipient Information Reporting Form

Agency/Institution Name & Address

- Please give the name and address for the agency or institution receiving the federal funding
- Do not give a name and address of an individual's name working at the agency or institution

Sub-Recipient DUNS Number

- The DUNS number is a unique nine-character number that identifies your organization. It is a tool of the federal government to track how federal money is distributed. Most large organizations, libraries, colleges and research universities already have DUNS numbers. Ask your grant administrator or chief financial officer to provide your organization's DUNS number.
- If your organization does not have a DUNS number, use the Dun & Bradstreet (D&B) online registration to receive one free of charge: <http://fedgov.dnb.com/webform>
- For more information on DUNS numbers, please visit the federal government's grant administration website: http://www.grants.gov/applicants/org_step1.jsp

Sub-Recipient MPIN/CCR Number (not required)

- The Central Contractor Registration (CCR) is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants, and the electronic payment process.

Sub-Recipient Annual Gross Revenues Exceed 80 Percent or more in Federal Awards

- Please check "yes" if, in the preceding fiscal year, your agency or institution received 80 percent or more of its annual gross revenues in federal awards.
- Please check "no" if, in the preceding fiscal year, your agency or institution did not receive 80 percent or more of its annual gross revenues in federal awards.

Sub-Recipient Annual Gross Revenues Equal or Exceed \$25,000,000. in Federal Awards

- Please check "yes" if, in the preceding fiscal year, your agency's or institution's annual gross revenues equaled or exceeded \$25,000,000 in federal funds.
- Please check "no" if, in the preceding fiscal year, your agency's or institution's annual gross revenues did not equal or exceed \$25,000,000 in federal awards.

Sub-Recipient Highly Compensated Officers

- If you checked "no" in the two boxes above, then this information is not required.
- If you checked "yes" in the two boxes above, and if the public does not have access to this information through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Section 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986, then please list the names and compensation amounts of the five (5) most highly compensated employees within your agency or institution.

Comments

- This is not a required field. Please feel free to add any comments you feel are necessary to fully explain your answers in the above fields.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT ORGANIZATION 	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

ACCEPTANCE OF AUDIT REQUIREMENTS FFY 2022 Homeland Security Grant Program

We agree to have an audit conducted in compliance with OMB Uniform Guidance 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$750,000). If a State Agency: Non-Federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the organizational fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of if applicable to your State Agency in accordance with 2 CFR 200 F and the State CAFR. If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

NH Department of Safety
Office of the Commissioner
Grants Management Bureau
33 Hazen Drive
Concord, NH 03305

The following is information on the next organization-wide audit that will include this agency:

1. *Audit Period
(Organization's fiscal or calendar year to be audited)

Beginning: Ending:
date date

2. Audit will be submitted to NH DOS Grants Management Bureau by:
(Date must be no later than the ninth month after the end of the audit period)

Date:

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We 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. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Uniform Guidance 2 CFR 200.

NH DOS Grants Management Bureau will furnish any information regarding the OMB Uniform Guidance 2 CFR 200 audit requirements, upon request.

FAILURE TO COMPLETE THIS FORM WILL RESULT IN YOUR GRANT AWARD BEING DELAYED AND/OR CANCELLED.

Signatures: Dated

Program Director

Financial Officer

Authorized Official
(per RSA 31:95b or RSA 37:6)

Print Name

Print Name

Print Name

New Hampshire Local Government Center

Search our Site

NHLGC Home

Town Managers vs. Town Administrators: What's the Difference?

It would be hard to imagine any board of selectmen that could operate efficiently and effectively without the assistance of capable administrators and office staff. Selectmen are called upon to make many important decisions as they "manage the prudential affairs" of the town, and to do so, they often turn to town managers and town administrators to assist them.

Q: Is there a difference between having a town manager or a town administrator working for the town?

A: Yes, and it's a pretty significant difference. A town manager has the power and duties that are outlined in [RSA Chapter 37](#), while a town administrator (or administrative assistant, business manager or other similar titles) has no similar statutory authority, but instead works under the direct supervision of the board of selectmen, which retains all of its statutory authority.

Q: Who decides whether the town will have a town manager?

A: The legislative body. In order to have a town manager, the voters must adopt the provisions of [RSA Chapter 37](#) at an annual meeting. The question must be included on the warrant upon the written application of 10 or more voters, or one-sixth of the voters in town. [RSA 37:12](#). The selectmen may place the question on the warrant as well. The question must be placed on the official ballot to be voted on simultaneously with the balloting for town officers. Without a vote at town meeting, following the procedures set out in the statute, the town may not operate under the town manager form of government. [RSA 37:15](#). If there is no authority for a town manager, the selectmen remain the executive, managerial and administrative body that carries out the votes enacted at town meeting.

Q: If there is no provision for a town manager, can the selectmen hire a town administrator?

A: Yes, subject to budgetary considerations, the selectmen may hire a town administrator, administrative assistant or other staff they deem necessary to assist them in running the everyday business of the town. The legislative body has the option to create any elected or appointed officials it deems necessary to perform the work of the town. [RSA 41:2](#). They may vote to create the position of town administrator, administrative assistant, or other positions, to assist the selectmen in the management of the town. Often, town meeting delegates the tasks of supervising the work performance and job descriptions of these various positions to the selectmen.

Q: Do the selectmen lose some of their authority under a town manager form of government?

A: Yes. This is an important distinction between the town manager position and the town administrator position. By adopting the town manager form of government, the legislative body is placing some of the authority that would otherwise be held by the selectmen into the hands of a non-elected official. While the town manager is subject to the direction and supervision of the selectmen, he or she assumes several important duties when appointed. For example, the town manager becomes the administrative head of all town departments and has the authority to hire and fire employees under his or her control and to set their salary. The town manager also has the authority to approve the payment of bills incurred by the departments under his or her supervision. See [RSA 37:6](#) for a complete list of the powers and duties of a town manager. The town administrator does not have these statutory powers and duties.

Q: Is there any difference between the town manager and the town administrator in the area of hiring and termination?

A: Yes. The statutes require that the town manager be selected by the selectmen "with special reference to his education, training, and experience to perform the duties of his office [.]". As discussed earlier, there is no statutory provision for a town administrator, or other administrative positions, so the selectmen may hire personnel with whatever qualifications they feel necessary. They may hire a person with no experience at all and allow the person to "learn on the job." This is not the case with the town manager position, who must be selected based on experience and training to perform the job. In the case of termination, a town manager may be removed by the selectman at any time "for cause." This is in contrast to a town administrator, who is an employee "at will" and who may be removed without notice or cause. An important caveat: while New Hampshire is an "at will" state, employment contracts and personnel policies often contain provisions that require the employer to take certain steps before terminating an employee. Additionally, there may be statutory requirements that must be followed before action may be taken against some positions, for example, police officers, some fire department staff and library staff. Before taking any employment action, review the town's policies and contact the town's attorney.

Q: Can an official ballot referendum (SB 2) town have a town manager?

A: Yes. Either a traditional town meeting town or an official ballot referendum (SB 2) town may adopt the provision of [RSA Chapter 37](#) and operate as a town manager form of government. The provisions of [RSA Chapter 37](#) apply to towns (unless it is a town council town, in which case it is a council-manager form of government that is adopted as part of the town's charter) and village districts or precincts. However, it does not apply to cities or school districts.

Q: What happens if there is a vacancy?

A: If there is a vacancy in the office of town manager, the selectmen must fill the position as soon as practical. While they search for a qualified replacement, they may appoint a person to fill the position on a temporary basis. [RSA 37:8](#). If there is a vacancy in the town administrator position, the position may or may not be filled, as the selectmen deem appropriate and in accordance with the town's personnel policies, if any.

Q: Can the legislative body decide to elect the town manager or town administrator?

A: A town manager cannot be elected because the statute provides that the selectmen make the appointment. [RSA 37:2](#). A town administrator may be appointed or elected pursuant to [RSA 669:17, IX](#) which allows for the election of any other officers the town may judge necessary for managing its affairs. The most common way to fill the position of town administrator is by appointment by the selectmen.

Q: Can a town manager or a town administrator serve on the budget committee?

A: A town manager may not serve as a member-at-large of the budget committee in the town he or she serves, but may serve as the alternate for the ex-officio member representing the governing body, if so designated. [RSA 32:15, I \(b\) & V](#). A town administrator is similarly precluded from serving as a member-at-large on the budget committee if he or she is a full-time employee or a part-time department head. Like the town manager, the town administrator could serve as the alternate for the ex-officio member representing the governing body. When serving as an alternate, the person so designated has the same authority as the regular member.

Q: Can a town vote to discontinue the town manager form of government?

A: Yes. The legislative body may vote to discontinue the town manager form of government in the same manner that it adopted it. The question must be placed on the warrant and voted on in the same way as balloting for town officers. If the voters decide to discontinue the town manager form of government, the revocation will become effective on the second Tuesday in April following the vote. [RSA 37:15](#).

June 2006, *Town and City*

PO Box 617 • Concord, NH 03301 • 603.224.7447



Overview

The Nationwide Cybersecurity Review (NCSR) is a no-cost, anonymous, annual self-assessment that is designed to measure gaps and capabilities of state, local, tribal and territorial (SLTT) governments' cybersecurity programs.

The NCSR is aligned to the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). The CSF provides a common language for understanding, managing, and expressing cybersecurity risk. It can be used to help identify and prioritize actions for reducing cybersecurity risk, and align policy, business, and technological approaches to managing risk. Learn more at <https://www.nist.gov/cyberframework/framework>.

Register for the NCSR

To register for the NCSR, please visit <https://www.cisecurity.org/ms-isac/services/ncsr/>

Benefits

- Receive metrics specific to your organization to identify gaps and develop a benchmark to gauge year-to-year progress, as well as anonymously measure your results against your peers.
- Attain reporting in order to prioritize the "next steps" towards cybersecurity improvement, based on area of deficiency.
- Obtain resources and services that can help you fulfill the desired steps towards cybersecurity improvement.
- For HIPAA-compliant agencies, translate your NCSR scores to the HIPAA Security Rule scores of an automatic self-assessment tool.
- Utilize data summaries to justify resource and funding opportunities within your organization.
- Fulfill the NCSR assessment requirement for the Homeland Security Grant Program (HSGP). Additional information located here: <https://www.fema.gov/homeland-security-grant-program>
- Nationally, aggregate NCSR data provides a baseline, foundational understanding of SLTT cybersecurity posture to help drive policy, governance and resource allocation.
- Results enable Federal partners to better understand the status quo and engage in more strategic, cyber-specific planning and preparedness to help manage national risk and improve SLTT core capabilities.

Learn more about the NCSR

Get an overview of the NCSR and learn about the benefits in the recorded webinar here: [Using NCSR Results to Improve Your Cybersecurity Program](#)

Questions

For administrative and technical questions about the NCSR, please contact the Multi-State Information Sharing and Analysis Center® (MS-ISAC®) at ncsr@cisecurity.org.

Final Pymt Date:
Grant Category: LETPA - ILO
Grant Expires: 8/31/2025
Audit Period: 7/01 to 6/30

Balance	40,000.00
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Chief of Police
Allen D. Aldenberg
Assistant Chief
Steven A. Mangone



Commission
John G. Cronin, *Chairman*
Manny Content
Eva Castillo
John Mercier

CITY OF MANCHESTER
Police Department

October 14, 2022

To: Alderman Stewart, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: Substance Abuse Reduction Initiative

Attached is the State of New Hampshire, Department of Safety Grant Award in the amount of \$490,000 for the Substance Abuse Reduction Initiative. This is the same program as 411422.

This grant is for 11/01/22 to 8/31/23.

The funds breakdown is as follows:

Salaries	-	\$363,000
Fringes	-	\$127,000

Please process this as a project for approval.

Sincerely,


Steven L. Hoeft
Business Service Officer

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 410923 Project Year: 2023 CIP Resolution: 5/17/2022
 Title: Substance Abuse Reduction Initiative Amending Resolution: 11/15/2022
 Administering Department: Police Department Revision:

Project Description: The Department of Safety, Division of State Police is awarding this grant for the purpose to identify, investigate and apprehend individuals and/or organizations that are involved in narcotics use and trafficking.

Federal Grants Federal Grant: No **Environmental** Review Required: No
 Grant Executed: Completed:

Critical Events

1. Project Initiation	11/01/2022
2. Project Completion	8/31/2023
3.	
4.	
5.	
	8/31/2023

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$363,000.00	\$0.00	\$0.00	\$363,000.00
Fringes	\$127,000.00	\$0.00	\$0.00	\$127,000.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$490,000.00	\$0.00	\$0.00	\$490,000.00

Revisions:

Comments: Source of Funds: NH Dept of Safety, Division of State Police. Program initiation and completion dates determined by the grantor.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY 2023 Community Improvement Program, authorizing and appropriating funds in the amount of Four Hundred Ninety Thousand Dollars (\$490,000) for the FY 2023 CIP 410923 Substance Abuse Reduction Initiative.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate NH Department of Safety, Division of State Police funding for the implementation of a Substance Abuse Reduction Initiative;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 CIP 410923 Substance Abuse Reduction Initiative- \$490,000 STATE

Resolved, that this Resolution shall take effect upon its passage

GRANT AGREEMENT

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 Division of State Police		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Manchester Police Department		1.4. Grantee Address 405 Valley Street, Manchester, NH 03103	
1.5. Effective Date DOJ Approval	1.6. Completion Date 6/30/2023	1.7. Audit Date N/A	1.8. Grant Limitation \$490,000.00
1.9. Grant Officer for State Agency Pamela Urban-Morin		1.10. State Agency Telephone Number (603) 271-7663	
"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	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, 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 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			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) Steven Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____ / _____ / _____			
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:66, 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").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 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 effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, 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 particularly 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 accordance with the provisions set forth in EXHIBIT B, and in consideration 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 complete 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, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply 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 necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, 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.
- 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 demand, the Grantee shall make available to the State all records pertaining to matters covered 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, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common 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, subgrantee, 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 Officer 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 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, 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 copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective 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 contrary, 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 reduction 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 notice of such 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 records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence 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 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 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 specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such 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 Grantee 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 such a Termination Report by the State shall entitle the Grantee to receive 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 notice default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, 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 locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, 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.
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 respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation 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 consent of the State. None of the Project 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 officers 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 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 State, which 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 force, 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 insurance:
 - 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; 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 policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received 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 such failure of waiver 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 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 Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors 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 intent 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.

EXHIBIT A

SCOPE OF SERVICES

1. The Department of Safety, Division of State Police (hereinafter referred to as “the State”) is awarding the Manchester Police Department (hereinafter referred to as “the Grantee”) \$490,000.00 for the purpose of investigating and apprehending individuals or organizations that are involved in narcotics related drug use and trafficking.
2. “The Grantee” agrees that the project grant period ends June 30, 2023 and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted on form DSAD 69 must be submitted to the Department of Safety, Grants Management Bureau, prior to June 30, 2023.
3. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Grantee”, is responsible for the overall direction and assignment of all grant funded activities.
5. The grant application as submitted by “the Grantee” is hereby fully incorporated into this grant agreement.

EXHIBIT B
GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: \$490,000.00
2. Payment Schedule
 - a. “The Grantee” agrees that the total payment by “the State” under this grant agreement shall be up to \$490,000.00.
 - b. “The State” shall reimburse up to \$490,000.00 to “the Grantee” upon “the State” receiving appropriate documentation of expended funds (i.e: copies of payroll documentation and proof of payment) submitted with form DSAD 69.
 - c. “The Grantee” is responsible for the overall direction and assignment of all 2023 Law Enforcement Substance Abuse Reduction Initiative grant funded activities. When “the Municipality” is assigned grant funded activities by “the Grantee”, “the State” will reimburse “the Municipality” directly upon receiving appropriate documentation of expended funds and approval from “the Grantee”. Payments made directly to “the Municipality” will be considered payments made to “the Grantee” for the purposes of this grant agreement.

EXHIBIT C

SPECIAL PROVISIONS

1. Grant expenses must be incurred and paid prior to June 30, 2023. All grant reimbursement requests must be submitted prior to June 30, 2023 using form DSAD 69. Only expenses approved as outlined in Exhibit A and outlined in Saf-C 2904.02 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 2908 Administrative Requirements.
2. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date per Saf-C 2909.01 Recordkeeping.
3. Grant Agreement Revision to Provision 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 officers 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 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. ***The Grantee's liability herein shall not exceed the amount of \$1,000,000.*** 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 shall survive the termination of this agreement.

EXHIBIT D

Memorandum of Agreement (MOA)

Ryan J. Cashin
Chief of Department



Matthew A. K. Lamothe
Assistant Chief

David P. Flurey
Deputy Chief

City of Manchester *Fire Department*

TO: Alderman Stewart, CIP Committee Chair

FROM: Chief Ryan Cashin

DATE: October 17, 2022 

RE: Acceptance of 2022 Homeland Security Grant

I am writing to ask permission to accept \$209,910.00 from the New Hampshire Department of Safety for the 2022 Homeland Security Grant. These funds are allocated for the purchase of Rescue Task Force vehicles. These vehicles will allow access to rugged terrain for patient extraction, brush fires and movement within crowded areas.

Thank you for your attention to this matter.

CIP BUDGET AUTHORIZATION

CIP#: 411123

Project Year: 2023

CIP Resolution: 5/17/2022

Title: 2022 Homeland Security Grant Program - Rescue Task Force

Amending Resolution: 11/15/2022

Administering Department

Revision:

Project Description:

The Fire Department has been awarded \$209,910 by the NH Department of Safety for the purchase of Rescue Task Force vehicles that will allow access to rugged terrain for patient extraction, brush fires, and movement within crowded areas.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation
2. Project Completion
- 3.
- 4.
- 5.

09/30/2022

06/30/2025

6/30/2025

Line Item Budget

STATE

Salaries and Wages

\$0.00

\$0.00

\$0.00

TOTAL

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$209,910.00

\$0.00

\$0.00

\$209,910.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$209,910.00****\$0.00****\$0.00****\$209,910.00****Revisions:****Comments:**

Source of Funds: New Hampshire Department of Safety. Project initiation and completion dates determined by the grantor.

Planning Department/Startup Form - 07/1/20

\$209,910.00

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Nine Thousand Nine Hundred Ten Dollars (\$209,910) for the FY 2023 CIP 411123 2022 Homeland Security Grant Program—Rescue Task Force.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the New Hampshire Department of Safety for the purchase of rescue task force vehicles;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 CIP 411123 2022 Homeland Security Grant Program—Rescue Task Force - \$209,910
STATE

Resolved, that this Resolution shall take effect upon its passage

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR.
EDDIE EDWARDS
ASSISTANT COMMISSIONER

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305

Tel: (603) 223-3889

Speech/Hearing Impaired

TDD Access Relay NH 1-800-735-2964

September 30, 2022

Acting Chief Ryan Cashin
C/O City of Manchester Fire Department
100 Merrimack Street
Manchester, NH 03101

Re: 2022 Homeland Security Grant Program– (Rescue Task Force Transport Vehicle)
- \$209,910

Dear Acting Chief Cashin:

Congratulations! Enclosed is the award package for the above referenced grant. Please review these documents and sign where appropriate. There are 13 attachments, which I have outlined below.

Please carefully review the grant Terms and Conditions. Many special grant conditions must be fulfilled before you can proceed. We also will update fiscal, program management, and agency contacts at that time. Please be sure the most current contacts are those who are listed and sign these grant award documents as they are authorized to do. If you have questions, please contact my office at any time. Please note we have included a summary of who can legally sign these grant documents which are equivalent to a contract.

REMINDER: Governor and Council approval of this grant must be executed. Do not undertake any activities related to your application at this time. Do not undertake any activities related to your application at this time. Any work outside of the official grant performance period cannot be reimbursed. Work completed before the final execution of the grant documents is also prohibited. Several of the special conditions must be fulfilled before any grant work can begin. Once you review the grant award documents, sign them, and return them to my office, you will be given an official "OK to proceed" in writing from my office via e-mail. At that time, you may begin. If applicable, you may start the process of EHP reviews (first project which must be completed and approved by DHS HQ- before any work can begin), then you could draft bids for work etc., but bids cannot be posted until you have an OK to Proceed.

Here is a list of the attachments. Signatures and or initials are needed on #s: 1, 2, 3, 4, 5, 6, and 7. At this time 8, 9, 10, 11, 12 and 13, are for reference. 12 for EHP/NEPA work.

1. State of NH- Grant Agreement
2. Local Special Conditions
3. Terms and Conditions
4. FFATA Form
5. Lobbying Assurance 424b
6. Acceptance of Audit Requirements
7. List of Items to be Purchased- Authorized Equipment List (AEL)
8. Procurement Method \$0 to \$10,000
9. Procurement Method \$10,001 to \$250,000
10. Sole Source Procurement
11. Cyber Survey background sheet
12. EHP Screening Form and Instructions
13. Town Manager vs Town Administrator

We are looking forward to working together on this program with you! Please return these signed documents, required purchasing method form(s), and cyber security certificate within 30 days.

Best regards,



Pamela Urban-Morin
Grants Administrator

CC: File
Emergency Management Coordinator, Meghan Geoffrion
Business Services Officer, Melissa Paulhamus

Jean P. Fortier
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

Date: October 17th, 2022

To: Alderman Will Steward, Chairman, CIP Committee

From: Jean Fortier
Information Services Director

RE: 2022 Homeland Security Grant – Cyber Security Network Protection

Dear Chairmen and Committee Members,

The Information Systems Department has been awarded a 2022 Homeland Security Grant for Cyber Security Network Protection in the amount of \$250,840. We have worked with Planning and Community Development to prepare the CIP Budget Authorization. I respectfully request that the grant funds be accepted and the project be approved.

Sincerely,


Jean Fortier
Information Services Director

CIP BUDGET AUTHORIZATION

CIP#: 810723

Project Year: 2023

CIP Resolution: 5/17/2022

Title: 2022 Homeland Security Grant - Cyber Security Network Protection

Amending Resolution: 11/15/2022

Administering Department: Information Systems

Revision:

Project Description:

The funds will be used to implement enhanced cyber security protection for the City's network to prevent, mitigate, respond to, and recover from cyber attacks.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Projection Initiation
2. Projection Completion
- 3.
- 4.
- 5.

11/01/2022

11/01/2032

11/1/2032

Line Item Budget

STATE

Salaries and Wages

\$0.00

\$0.00

\$0.00

TOTAL

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$250,840.00

\$0.00

\$0.00

\$250,840.00

TOTAL**\$250,840.00****\$0.00****\$0.00****\$250,840.00****Revisions:****Comments:** Funds received from NH Department of Safety. Program initiation and completion dates determined by the grantor.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Fifty Thousand Eight Hundred Forty Dollars (\$250,840) for the FY 2023 CIP 810723 2022 Homeland Security Grant—Cyber Security Network Protection.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$250,840 from the State of New Hampshire Department of Safety to implement cyber security network protection ;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 CIP 810723 2022 Homeland Security Grant—Cyber Security Network Protection - \$250,840 STATE

Resolved, that this Resolution shall take effect upon its passage

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR
EDDIE EDWARDS
ASSISTANT COMMISSIONER

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305
Tel: (603) 223-3889
Speech/Hearing Impaired
TDD Access Relay NH 1-800-735-2964

September 30, 2022

Director of Information Systems Jean Fortier
C/O City of Manchester Fire Department
100 Merrimack Street
Manchester, NH 03101

Re: 2022 Homeland Security Grant Program– (Cyber Security Network Protection) - \$250,840

Dear Director of Information Systems Fortier:

Congratulations! Enclosed is the award package for the above referenced grant. Please review these documents and sign where appropriate. There are 13 attachments, which I have outlined below.

Please carefully review the grant Terms and Conditions. Many special grant conditions must be fulfilled before you can proceed. We also will update fiscal, program management, and agency contacts at that time. Please be sure the most current contacts are those who are listed and sign these grant award documents as they are authorized to do. If you have questions, please contact my office at any time. Please note we have included a summary of who can legally sign these grant documents which are equivalent to a contract.

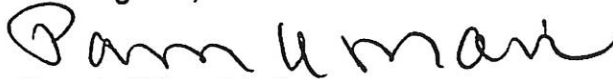
REMINDER: Governor and Council approval of this grant must be executed. Do not undertake any activities related to your application at this time. Do not undertake any activities related to your application at this time. Any work outside of the official grant performance period cannot be reimbursed. Work completed before the final execution of the grant documents is also prohibited. Several of the special conditions must be fulfilled before any grant work can begin. Once you review the grant award documents, sign them, and return them to my office, you will be given an official "OK to proceed" in writing from my office via e-mail. At that time, you may begin. If applicable, you may start the process of EHP reviews (first project which must be completed and approved by DHS HQ- before any work can begin), then you could draft bids for work etc., but bids cannot be posted until you have an OK to Proceed.

Here is a list of the attachments. Signatures and or initials are needed on #s: 1, 2, 3, 4, 5, 6, and 7. At this time 8, 9, 10, 11, 12 and 13, are for reference. 12 for EHP/NEPA work.

1. State of NH- Grant Agreement
2. Local Special Conditions
3. Terms and Conditions
4. FFATA Form
5. Lobbying Assurance 424b
6. Acceptance of Audit Requirements
7. List of Items to be Purchased- Authorized Equipment List (AEL)
8. Procurement Method \$0 to \$10,000
9. Procurement Method \$10,001 to \$250,000
10. Sole Source Procurement
11. Cyber Survey background sheet
12. EHP Screening Form and Instructions
13. Town Manager vs Town Administrator

We are looking forward to working together on this program with you! Please return these signed documents, required purchasing method form(s), and cyber security certificate within 30 days.

Best regards,



Pamela Urban-Morin
Grants Administrator

CC: File
Administrative Services Manager, Haley Livingston
Emergency Management Coordinator, Meghan Geoffrion



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

PLANNING & LAND USE MANAGEMENT
BUILDING REGULATIONS
CODE ENFORCEMENT DIVISION
COMMUNITY IMPROVEMENT PROGRAM
ZONING BOARD OF ADJUSTMENT

Jeffrey D. Belanger, AICP
Director

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Michael J. Landry, P.E., Esq.
Deputy Director Building Regulations

MEMORANDUM

To: Alderman Will Stewart,
Chairman, CIP Committee

From: Jeffrey Belanger, AICP *JDB*
Director, Planning and Community Development

Date: October 24, 2022

Re: CIP #611023 – 2022 Lead-Based Paint Hazard Reduction Demonstration (LHRD) Grant Program
CIP #611123 – 2022 Lead-Based Paint Healthy Homes (HH) Supplemental Funding

New Funding

The City recently received an official award notification for a 48-month Lead Hazard Reduction/Healthy Homes Grant in the amount of \$5,367,825 to address pre-1978 properties with lead hazards and housing code deficiencies. A recommendation by this Committee and by the full Board of Mayor and Alderman is necessary to accept the grant.

As proposed, a minimum of 220 housing units will be tested for lead hazards and lead hazard control/healthy homes activities will be performed in a minimum of 200 housing units. A maximum of \$17,730/unit (\$12,000 HUD LHRD, \$2,730 HUD HH, \$1,500 City CDBG match & \$1,500 owner match) will be made available to remediate lead hazards and housing code deficiencies. The subsidy available to Manchester property owners will be in the form of a loan that will be forgiven upon successful completion of a three-year compliance period.

This action will authorize the acceptance of \$4,667,825 HUD LHRD funds, \$700,000 of HUD HH funds, and \$350,000 of City match. \$300,000 of City match will come from participating property owners and \$50,000 will come from uncommitted CDBG funds. \$250,000 of additional City match will be required before the end of the grant period and will come from future CDBG entitlement funding.

Respectfully, I request that the Committee recommend the acceptance of this Amending Resolution and Budget Authorization Forms to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: 611023	Project Year: 2023	CIP Resolution: 5/17/2022
Title: 2022 Lead-Based Paint Hazard Reduction Grant Program	Amending Resolution: 11/15/2022	
Administering Department: Planning & Community Development	Revision:	

Project Description: Program to assist property owners with the elimination of lead based paint hazards. Lead hazards to be eliminated in a minimum of 200 housing units over a forty-eight month period.

Federal Grants	Federal Grant: Yes	Environmental	Review Required: Yes
	Grant Executed:		Completed: Pending

Critical Events

1.	Program Initiation	11/15/2022
2.	Program Completion	12/31/2026
3.		
4.		
5.		
		12/31/2026

Line Item Budget

Line Item Budget	FEDERAL	CDBG	OTHER	TOTAL
Salaries and Wages	\$551,533.00	\$0.00	\$0.00	\$551,533.00
Fringes	\$332,000.00	\$0.00	\$0.00	\$332,000.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$869,185.00	\$0.00	\$0.00	\$869,185.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$2,400,000.00	\$50,000.00	\$300,000.00	\$2,750,000.00
Other	\$515,107.00	\$0.00	\$0.00	\$515,107.00
TOTAL	\$4,667,825.00	\$50,000.00	\$300,000.00	\$5,017,825.00

Revisions:

Comments: \$4,667,825 of Federal Funding from U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control; \$50,000 of unprogrammed CDBG (City Match); \$300,000 of Other funding from required Property Owner Match.

City of Manchester

New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Five Million Seventeen Thousand Eight Hundred Twenty Five Dollars (\$5,017,825) for the FY 2023 CIP 611023 2022 Lead-Based Paint Hazard Reduction Grant Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate federal funding from the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control to assist the City in the reduction and elimination of lead based paint hazards in Manchester housing units; and

WHEREAS, the Board of Mayor and Alderman wishes to allow for the receipt of funds from the participating property owners to be used for the City’s required match within the 2022 Lead-Based Paint Hazard Reduction Grant Program; and

WHEREAS, the Board of Mayor and Alderman wishes to allocate a portion of unprogrammed CDBG funds to be used for the City’s required match within the 2022 Lead-Based Paint Hazard Reduction Grant Program;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 611023 2022 Lead-Based Paint Hazard Reduction Program - \$5,017,825
\$4,667,825 - FEDERAL
\$50,000 - CDBG
\$300,000 - OTHER

Resolved, that this Resolution shall take effect upon its passage.

CIP BUDGET AUTHORIZATION

CIP#: 611123

Project Year: 2023

CIP Resolution: 5/17/2022

Title: 2022 Lead-Based Paint Healthy Homes Supplemental Funding

Amending Resolution: 11/15/2022

Administering Department: Planning and Community Development

Revision:

Project Description:

Program to assist property owners participating in the 2022 Lead-Based Paint Hazard Reduction Program with the elimination of Healthy Homes/Housing Code deficiencies. Healthy Homes/Housing Code deficiencies to be addressed in a minimum of 200 housing units over a forty-eight month period.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: Yes

Grant Executed:

Completed: Pending

Critical Events

1. Program Initiation
2. Project Completion
- 3.
- 4.
- 5.

11/15/2022

12/31/2026

12/31/2026

Line Item Budget

FEDERAL

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$154,000.00

\$0.00

\$0.00

\$154,000.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$546,000.00

\$0.00

\$0.00

\$546,000.00

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$700,000.00****\$0.00****\$0.00****\$700,000.00****Revisions:****Comments:**

Funding from the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control.

Planning Department/Startup Form - 07/1/20

\$700,000.00

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Seven Hundred Thousand Dollars (\$700,000) for the FY 2023 CIP 611123 Lead-Based Paint Healthy Homes Supplemental Funding.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate federal funding from the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control to assist the City in the reduction of Healthy Homes/Housing Code deficiencies in Manchester housing units;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 611123 2022 Lead-Based Paint Healthy Homes Supplemental Funding - \$700,000
FEDERAL

Resolved, that this Resolution shall take effect upon its passage.

Timothy J. Clougherty
Public Works Director



Commission
Trixie Dysart, Chair
Kathleen Sullivan
Arthur Gatzoulis
Mark MacKenzie
Amber Nicole Cannan

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

CITY OF MANCHESTER
Department of Public Works

October 20, 2022

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, NH 03103

Attention: Alderman Will Stewart
Chairman, CIP Committee

Subject: FY22 CIP Project – Rehabilitation of Dorrs Pond Dam

Dear Alderman Stewart:

In July 2022 the Department of Public Works submitted an application to The State of New Hampshire, Department of Environmental Services, for the High Hazard Dam Rehabilitation/Removal Grant Program. A comprehensive effort was spearheaded by our office and our Consultant, SLR International Corporation. We are pleased to announce that Manchester has been awarded a \$578,934 grant to rehabilitate the Dorrs Pond Dam.

This project was developed as a result of a Letter of Deficiency from NHDES. This project will repair the dam and correct the deficiencies identified by NHDES.

We respectfully request that you take affirmative action to accept this grant. There is no required match for this grant.

If you have any questions, please do not hesitate to contact me at this office.

Very Truly yours,


Owen Friend-Gray
Deputy Public Works Director

CIP BUDGET AUTHORIZATION

CIP#: 510222

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Dorrs Pond Dam Safety Repair

Amending Resolution: 11/15/2022

Administering Department DPW-Parks, Rec & Cemeteries

Revision: #1

Project Description:

Since the previous rehabilitation 10 years ago, the spillway embankment has experienced settlement and erosion. The condition of this high-risk structure was examined during the 2020 NHDES inspection and noted as requiring corrective action. The impoundment in Dorrs Pond is upstream of a dense residential neighborhood, Elm Street, and River Road. Repairs will stabilize the dam and reestablish its prior condition thereby averting more costly repairs to the spillway.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation
2. Project Completion
- 3.
- 4.
- 5.

7/1/2021

6/30/2031

6/30/2031

Line Item Budget

BOND

STATE

TOTAL

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$125,000.00

\$578,934.00

\$0.00

\$703,934.00

TOTAL**\$125,000.00****\$578,934.00****\$0.00****\$703,934.00****Revisions:**

Revision #1 - Increase budget by \$578,934 (from \$125,000 to \$703,934).

Comments:

Source of Funds: State of NH Department of Environmental Services.

City of Manchester

New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Five Hundred Seventy Eight Thousand Nine Hundred Thirty Four Dollars (\$578,934) for the FY 2022 CIP 510222 Dorrs Pond Dam Safety Repair.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 CIP as contained in the 2022 CIP budget; and

WHEREAS, the 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funding from The State of New Hampshire Department of Environmental Services for the rehabilitation of the Dorrs Pond Dam;

NOW, THEREFORE, be it resolved that the 2022 CIP be amended as follows:

By increasing:

FY 2022 510222 Dorrs Pond Dam Safety Repair - \$578,934 STATE

Resolved, that this Resolution shall take effect upon its passage



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

Owen Friend-Gray, PE, Highway Chief Engineer
City of Manchester, Department of Public Works
475 Valley Street
Manchester, NH 03103

September 27, 2022

**Subject: High Hazard Dam Rehabilitation/Removal Grant Program
Dorrs Pond Dam, D150009, Manchester**

Dear Mr. Friend-Gray:

The purpose of this letter is to inform you that financial assistance is available for the following project from the Department of Environmental Services' appropriation of American Rescue Plan Act of 2021 (ARPA) funds.

Project Description	Estimated* ARPA Grant Amount
Planning, Assessment, and Implementation for Dam Rehabilitation	\$536,653

** Recommended ARPA grant amount will be determined after final application is submitted.*

The estimated ARPA grant amount is an initial allocation of available funding based on the information provided on the subject application. NHDES is exploring additional funds' availability to fulfill the original grant request. If you plan to move ahead with your project, the next step is to obtain the authority to accept the funds and **submit a final application before December 1, 2022**. The required documents are listed on the attached final application form. Once the final application has been submitted, the City of Manchester will enter into a proposed grant agreement which must be approved by the Governor and Executive Council. Please note that any funds made available through this program may not be used to reimburse work performed before the date of Governor and Executive Council approval.

Due to the time constraints set in place for ARPA funding by the US Department of the Treasury, NHDES is requiring that the final application be submitted by the December 1, deadline. Failure to do so may jeopardize this ARPA funding award. Additionally, ARPA funds should be expended by the deadline established in the grant agreement **but no later than December 31, 2026**, which is the deadline established in the US Department of the Treasury Interim Final Guidance.

We ask that you keep us informed of progress made toward seeking authority to accept the grant funds. Should you decide not to proceed with the project, please contact us as soon as possible. If you have any questions, please contact me at (603) 271-4967 or Emily.szmyt@des.nh.gov.

Sincerely,

Emily Szmyt, Grant Manager
Dam Safety & Inspection Section

www.des.nh.gov

PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095

Telephone: (603) 271-3899 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

September 27, 2022

Page 2 of 2

Enclosures: ARPA Final Application Form

c.c. Eric Teale, SLR Consulting

e.c. Steve N. Doyon, PE, NHDES
James W. Gallagher, Jr. PE, NHDES

EDS\was\s:\WD-Dam\Admin\ARPA Funds\2022 ARPA Dam Grant Applications\D150009 Dorrs Pond Manchester

Marmolejo,Ivonne

From: Friend-Gray,Owen
Sent: Thursday, October 20, 2022 3:57 PM
To: Marmolejo,Ivonne
Cc: Norander,Steven; Fleming, Todd
Subject: RE: November CIP Committee Meeting
Attachments: DRAFT D150009 Grant Agreement.pdf; 20220927101157.pdf; Additional Grant Funds.pdf

Categories: Agenda Items to Add

Thanks for catching all that, I suppose this is what happens when you rush.

Yes, we are looking to add the grant money to CIP# 510222.

I have attached the grant award letter and a copy of the draft agreement. I have also attached the email confirming we will receive the entire ask of \$578,934 , not just the initial award of \$536,653. The state found additional funds for us at a meeting yesterday.

Please let me know if you have any questions.

Respectfully,
Owen

Owen Friend-Gray, PE | Deputy Public Works Director
City of Manchester – Dept. of Public Works
Direct: 603-792-5302

From: Marmolejo,Ivonne
Sent: Thursday, October 20, 2022 3:35 PM
To: Friend-Gray,Owen <ofriend@manchesternh.gov>
Cc: Norander,Steven <SNorander@manchesternh.gov>; Fleming, Todd <TFLEMING@manchesternh.gov>
Subject: FW: November CIP Committee Meeting

Hi Owen,

Not a problem, we can add this to the agenda.

Your letter references a FY22 CIP project. Are you referencing CIP Project #510222 Dorrs Pond Dam Safety Repair project? If so, are you looking to add the \$578,934 from this grant to #510222?

Also, please send me the applicable grant documentation for the \$578,934 grant from the State of NH.

Thank you!

Best,
Ivonne

Ivonne Marmolejo

Friend-Gray,Owen

From: Szmyt, Emily <Emily.D.Szmyt@des.nh.gov>
Sent: Thursday, October 20, 2022 11:44 AM
To: Friend-Gray,Owen; Charles E. Teale
Cc: Doyon, Steve
Subject: D150009 Dorrs Pond - Grant Fund Update

Owen,

As we indicated previously, the Dam Bureau was in the process of requesting a reallocation of ARPA funds to increase the total available to the Municipal Dam Rehabilitation and Removal Grantees. I'm happy to say that this was accomplished as part of the October 19th Governor and Executive Council meeting. As such, I am in the process of amending the draft grant agreement documents to reflect the award amount included in your original request.

Although the deadline is December 1, 2022, we would greatly appreciate the submittal of your final application so we may move onto the next phase as soon as possible.

Please reach out to me if you need any assistance or have questions.

Thank You,

Emily Szmyt
Dam Safety & Inspection Section, Grant Manager
Water Division – Dam Bureau
New Hampshire Department of Environmental Services
Phone: (603) 271-4967
Emily.Szmyt@des.nh.gov

Website Links:

<https://www.des.nh.gov/water/dam-maintenance-and-management>



Please consider the environment and conduct business by electronic means only.

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GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3. Grantee Name City of Manchester		1.4. Grantee Address 475 Valley Street	
1.5. Grantee Phone # 603-792-5307	1.6. Account Number 03-44-44-440010-2476-072	1.7. Completion Date	1.8. Grant Limitation \$
1.9. Grant Officer for State Agency Emily Szmyt, Environmental Program Manager		1.10. State Agency Telephone Number 603-271-4967	
If Grantee is a municipality or village district: "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	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner Department of Environmental Services	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable)			
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"), 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 B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration 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 complete 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, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply 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 necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, 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.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered 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 covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these 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, subgrantee, 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 Officer 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 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, 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 copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective 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 contrary, 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 reduction 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 notice of such 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 records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence 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 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 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 specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such 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 Grantee 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. 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 entitle the Grantee to receive that portion of 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 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.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, 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 locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
- 13.

Grantee Initials _____

Date _____

- approval of the undertaking or carrying out of such Project, 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.
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 respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation 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 consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B 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 officers 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 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 State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, 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 insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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. Grantee shall furnish to the State, certificates 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.
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 such failure of waiver 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 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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors 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 intent 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Ryan J. Cashin
Chief of Department



Matthew A. K. Lamothe
Assistant Chief

David P. Flurey
Deputy Chief

City of Manchester *Fire Department*

TO: Alderman Stewart, CIP Committee Chair
FROM: Chief Ryan Cashin
DATE: October 18, 2022
RE: FY23 Radiological Emergency Preparedness (REP) Program



We have been awarded \$58,650.00 from the State of NH for this year's Radiological Emergency Preparedness (REP) Program. These funds do not require a match from the City. I am requesting permission to accept these funds.

Additionally, I am also requesting the remaining flat rate funds in the amount of \$4,149.02 from last year's REP program be rolled over to this year's project. Each year, the award from the State includes \$13,500.00 in flat rate funds. These funds do not expire and can be used across fiscal years.

Thank you for your consideration to this matter.

CIP BUDGET AUTHORIZATION

CIP#: 411023

Project Year: 2023

CIP Resolution: 5/17/2022

Title: Radiological Emergency Preparedness Program

Amending Resolution: 11/15/2022

Administering Department: Fire Dept

Revision:

Project Description:

To reimburse the City for costs associated with participation and preparedness in the NH Radiological Emergency Response Plan for Seabrook station.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation
2. Project Completion
- 3.
- 4.
- 5.

07/01/2022

6/30/2023

6/30/2023

Line Item Budget

STATE

Salaries and Wages

\$30,255.00

\$0.00

\$0.00

\$30,255.00

Fringes

\$14,895.00

\$0.00

\$0.00

\$14,895.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$17,649.02

\$0.00

\$0.00

\$17,649.02

TOTAL**\$62,799.02****\$0.00****\$0.00****\$62,799.02****Revisions:****Comments:**

Source of Funds: \$58,650 of new funding from the NH Department of Safety, Division of Homeland Security and Emergency Management.
\$4,149.02 transferred from CIP #411122.
Project initiation and completion dates determined by the grantor.

Planning Department/Startup Form - 07/1/20

\$62,799.02

CIP BUDGET AUTHORIZATION

CIP#: 411122

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Radiological Emergency Preparedness Program

Amending Resolution: 11/15/2022

Administering Department: Fire Dept

Revision: #1

Project Description: To reimburse the City for costs associated with participation and preparedness in the NH Radiological Emergency Response Plan for Seabrook station.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	6/30/2022
3.		
4.		
5.		
		6/30/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$45,391.16	\$0.00	\$0.00	\$45,391.16
Fringes	\$19,536.84	\$0.00	\$0.00	\$19,536.84
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$29,904.08	\$0.00	\$0.00	\$29,904.08
TOTAL	\$94,832.08	\$0.00	\$0.00	\$94,832.08

Revisions:

Revision #1 - Decrease budget by \$4,149.02 (from \$98,981.10 to \$94,832.08) and transfer to CIP #411023.

Comments:

Source of Funds: \$78,428 of new funding-NH Dept of Safety, Division of Homeland Security and Emergency Management.
\$20,553.10-transferred from CIP #411421.

Planning Department/Startup Form - 07/1/20

\$94,832.08

City of Manchester

New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2022 and FY2023 Community Improvement Program, authorizing, transferring and appropriating funds in the amount of Sixty Two Thousand Seven Hundred Ninety Nine Dollars and Two Cents (\$62,799.02) for the FY 2023 CIP 411023 Radiological Emergency Preparedness Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 and 2023 CIP as contained in the 2022 and 2023 CIP budget; and

WHEREAS, the 2022 and 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Dept. of Safety to provide support for the participation and preparedness in the NH Radiological Emergency Response Plan for Seabrook Station;

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfer from CIP 411122 Radiological Emergency Preparedness Program to CIP 411023 Radiological Emergency Preparedness Program;

NOW, THEREFORE, be it resolved that the 2022 and 2023 CIP be amended as follows:

By adding:

FY 2023 CIP 411023 Radiological Emergency Preparedness Program - \$62,799.02 STATE

By decreasing:

FY2022 CIP 411122 Radiological Emergency Preparedness Program- \$4,149.02 STATE

Resolved, that this Resolution shall take effect upon its passage



Robert L. Quinn
Commissioner

State of New Hampshire

DEPARTMENT OF SAFETY
**Division of Homeland Security
and Emergency Management**

www.nh.gov/hsem



Robert M. Buxton
Director

September 28, 2022

Ryan Cashin, Interim Director
Manchester Emergency Management
100 Merrimack Street
Manchester, NH 03101

Dear Interim Director Cashin,

In accordance with RSA 107-B, the Commissioner of Safety has determined that the allocation of funds to support the Radiological Emergency Preparedness (REP) Program in Manchester for the State of New Hampshire's Fiscal Year 2023 (July 1, 2022-June 30, 2023) will be \$58,650.

These funds are available in order to cover the associated costs incurred by Manchester for maintaining and improving an emergency preparedness capability commensurate with the requirements of the New Hampshire REP Program. A breakdown of this allocation of funds by category is attached.

NH Homeland Security and Emergency Management looks forward to working with you on the continued development and enhancement of the REP Program capabilities and activities. Manchester's Field Representative and the staff of REP at HSEM are always ready to assist you and your emergency management team with the responsibilities associated with your role in the Offsite Response Organization (ORO).

Should you have any questions or concerns please do not hesitate to contact your HSEM Field Representative at NHCLRP@dos.nh.gov or REP at REP@dos.nh.gov.

Thank you for your continuing support of the REP Program in New Hampshire.

Sincerely,

Robert M. Buxton
Director

Enclosures

cc: Meghan Geoffrion, Emergency Management Coordinator
The Honorable Joyce Craig, Mayor, City of Manchester
Liz Gilboy, HSEM Senior Field Representative

Office: 110 Smokey Bear Boulevard, Concord, N.H.
Mailing Address: 33 Hazen Drive, Concord, N.H. 03305
603-271-2231, 1-800-852-3792, Fax 603-223-3609
State of New Hampshire TDD Access: Relay 1-800-735-2964



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management
SSFY2023 REP Assessment Allocation

Attachment: Manchester FY2023 SS REP Assessment Allocation

Fiscal Year 2023 allocation of funds pursuant to RSA 107-B for Manchester to support participation and preparedness in the New Hampshire Radiological Emergency Response Plan for Seabrook Station:

Total amount allocated: \$58,650

Allocation Breakdown:

Flat Rate:	\$13,500
Training:	\$4,180
Drills and Exercises:	\$40,970
Equipment:	\$0
Total:	\$58,650

NH RSA 107-B: The NH REP Program is a **reimbursement program**. In order for your community to receive the allocated funding, you must submit a request for reimbursement of the allowable expenses under this program accompanied by appropriate documentation. In addition, the Fiscal Year 2023 REP Maintenance Checklist must be completed and sent to REP, along with each reimbursement request, by the identified deadlines.

Reimbursement invoices can be emailed to REP@dos.nh.gov or submitted through electronic forms on the HSEM Resource Center website: https://prd.blogs.nh.gov/dos/hsem/?page_id=4685.

- Submissions for reimbursement should occur soon after an expense is incurred and/or on a regular basis, to NH Homeland Security and Emergency Management (HSEM).
- Funds expended beyond the budgeted amount for the year will **NOT** be reimbursed unless otherwise approved **IN ADVANCE**.
- Reimbursement for expenses cannot be carried forward into the next fiscal year.
- Reimbursements cannot be transferred from one category to another without **prior** approval.
- Equipment cannot be purchased unless requested and approved through your request.

The State fiscal year runs from July 1 to June 30 of each year. Billings for reimbursement must be received by **HSEM on or before June 1**. Exceptions for those year-end expenditures which occur during the month of June should be discussed with HSEM prior to the commitment of funds.

It will be the responsibility of each municipality to maintain supporting documentation for all expenses related to assessment awards. The New Hampshire Department of Safety Business Office will randomly choose a number of communities to audit, at which time documentation will be requested for review.

With respect to a municipality's ability to accept and expend unanticipated funds beyond the municipal budget cycle, municipalities should consider the adoption of NH RSA 31:95-B, which allows the city to accept and expend unanticipated funds.

Please remember that no assessment reimbursements are made to individuals or without the appropriate documentation. Requests must be made from the community and accompanied by proof of payment.



New Hampshire Department of Safety
Division of Homeland Security and Emergency Management
Assessment Reimbursement Categories – Host Communities

Description of Categories

Non-flat rate:

- Training: Covers the cost of personnel participation in REP training, including cost of food, if any. Invoices with training must be accompanied by a roster of participants with the name of the course and date it was held or a copy of the certificate of completion. Online training must be courses identified in the briefing book and may not exceed the maximum hour allowance.
- Drills & Exercises: Covers the cost of personnel participation in REP drills and exercises including food.
- Equipment: Covers equipment greater than \$2,500 that was previously approved.

Flat Rate:

- \$13,500 flat base rate per year (4 quarters)
- Includes money for planning, administration, general supplies, equipment less than \$2,500 and meeting expenses.
- The EMD or community will be able to spend it on the program as they wish provided the flat rate checklists are completed.
- Does NOT include reimbursement or supplies for:
 - o Workshops, TTXs, Drills or Exercises
 - o Training
 - o Equipment > \$2,500

If you are unsure of what category an expense should be charged to, please e-mail us at REP@dos.nh.gov.

Timothy J. Clougherty
Public Works Director



Commission
Trixie Dysart, Chair
Kathleen Sullivan
Arthur Gatzoulis
Mark MacKenzie

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

CITY OF MANCHESTER
Department of Public Works

October 19, 2022

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Will Stewart
Chairman, CIP Committee

Subject: Transfer of Funds to CIP 711118

Dear Alderman Stewart:

The Department of Works bid CIP 711118- Traffic Signal Corridor Upgrades and received three (3) responsive bidders on September 19th, 2022. The low bid came in over the estimated project costs.

The New Hampshire Department of Transportation (NHDOT) has committed to allocating an additional \$300,691.70 in Congestion Mitigation and Air Quality (CMAQ) and Highway Safety Improvement Program (HSIP) funding to award the contract to the low bidder.

The Department of Public Works (DPW) respectfully requests that \$60,000 in funds be transferred from CIP 710023 – FY23 Road Program into CIP 711118 – Traffic Signal Corridor Upgrades

The additional funds are required to cover the 20% match to CMAQ grant funding and 10% match to HSIP grant funding from the NHDOT for construction of the project.

A DPW representative will be available for discussion at the next Board of Mayor and Alderman meeting. In the meantime, if you have any questions, please do not hesitate to contact me.

Very truly yours,

Kristen Clarke, PE, PTOE
Traffic Engineer

cc/ Tim Clougherty
Owen Friend-Gray

CIP BUDGET AUTHORIZATION

CIP#: 710023

Project Year: 2023

CIP Resolution: 5/17/2022

Title: FY23 Roadway Program

Amending Resolution: 11/15/2023

Administering Department: DPW-Highway

Revision: #1

Project Description: Annual program to preserve, resurface and/or reconstruct streets and associated infrastructure as needed. This is the continuation of a program to maintain paved streets in good condition and upgrade the City's deteriorating infrastructure. Work will include engineering consultations to maintain and update the current asset database of roadway conditions and advise DPW on upcoming paving plans.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation
2. Project Completion
- 3.
- 4.
- 5.

4/5/2022

6/30/2043

6/30/2043

Line Item Budget

BOND

DEGRADATION F

MTF

TOTAL

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$2,240,000.00

\$928,358.00

\$400,000.00

\$3,568,358.00

TOTAL**\$2,240,000.00****\$928,358.00****\$400,000.00****\$3,568,358.00****Revisions:**

Revision #1 - Decrease budget by \$60,000 (from \$3,628,358 to \$3,568,358) from BOND and transfer to CIP #711118.

Comments:

Planning Department/Startup Form - 07/1/20

\$3,568,358.00

CIP BUDGET AUTHORIZATION

CIP#: 711118	Project Year: 2018	CIP Resolution: 6/13/2017
Title: Traffic Signal Corridor Upgrades	Amending Resolution: 11/15/2022	
Administering Department Public Works	Revision: #2	

Project Description:

Federal Grants	Federal Grant: No	Environmental	Review Required: No
	Grant Executed:		Completed:

Critical Events

1.	Project Initiation	8/15/2017
2.	Project Completion	6/30/2023
3.		
4.		
5.		
		6/30/2023

Line Item Budget

	OTHER	STATE	BOND	TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$50,000.00	\$0.00	\$0.00	\$50,000.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$300,000.00	\$1,500,691.70	\$60,000.00	\$1,860,691.70
TOTAL	\$350,000.00	\$1,500,691.70	\$60,000.00	\$1,910,691.70

Revisions: Revision #1 - Increases budget by \$300,000 Other and \$1.2M State.
Revision #2 - Increase budget by \$360,691.70 (from \$1,550,000 to \$1,910,691.70), \$300,691 from State funds, \$60,000 Bond transferred from CIP #710023.

Comments: \$50,000 Other transferred from CIP Project #713015; \$300,000 Other: Economic Development Account; \$1.2M State of NH Dept. of Transportation (CMAQ). Revision #2 - NHDOT to provide \$300,691.70 in CMAQ and HSIP funds.

City of Manchester

New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2018 and FY2023 Community Improvement Program, authorizing, appropriating, and transferring funds in the amount of Three Hundred Sixty Thousand Six Hundred Ninety One Dollars and Seventy Cents (\$360,691.70) for the FY 2018 CIP 711118 Traffic Signal Corridor Upgrades and FY 2023 CIP 710023 FY23 Roadway Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2018 & 2023 CIP as contained in the 2018 & 2023 CIP budget; and

WHEREAS, the 2018 & 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept CMAQ and HSIP grant funds in the amount of \$300,691.70 from the New Hampshire Department of Transportation; and

WHEREAS, the Board of Mayor and Alderman wishes to allocate to effect the transfer from CIP 710023 FY23 Roadway Program to CIP 711118 Traffic Signal Corridor Upgrades;

NOW, THEREFORE, be it resolved that the 2022 & 2023 CIP be amended as follows:

By decreasing:

FY 2023 710023 FY23 Roadway Program - \$60,000 BOND

By adding:

FY 2018 711118 Traffic Signal Corridor Upgrades - \$60,000 BOND

FY 2018 711118 Traffic Signal Corridor Upgrades - \$300,691.70 STATE

Resolved, that this Resolution shall take effect upon its passage

Marmolejo,Ivonne

From: Clarke,Kristen
Sent: Thursday, October 20, 2022 8:36 AM
To: Marmolejo,Ivonne
Cc: Friend-Gray,Owen
Subject: RE: November CIP Committee Meeting
Attachments: RE: Manchester 41747 CMAQ/HSIP bid analysis approval request; Bid Results Memo 2022.09.22 rev1a.pdf

Hi Ivonne,

Attached email from DOT shows approval of the bid analysis and memo describing the bid results. The breakout of the additional funds isn't easily identified, but the below summary shows additional costs and what their share would be.

Congestion Mitigation and Air Quality Program (CMAQ) Funds-

Base Bid + Ad Alts-	\$1,340,450.00
CE-	\$ 175,399.00
PE-	\$ 295,885.00
Total-	\$1,811,734.00
Orig Est Proj Cost	\$1,500,000.00
Overage	\$ 311,734.00
CMAQ Funds (80%)	\$ 249,387.20

Highway Safety Improvement Program (HSIP) Funds-

Base Bid + Ad Alts-	\$ 57,005.00
HSIP Funds (90%)	\$ 51,304.50

TOTAL DOT FUNDS	\$ 300,691.70
------------------------	----------------------

Let me know if you need anything else.

Kristen Clarke, PE, PTOE

Traffic Engineer

City of Manchester, NH

Department of Public Works

Phone: 603-624-6444

475 Valley Street

Manchester, NH 03103

www.manchesternh.gov

From: Marmolejo,Ivonne
Sent: Wednesday, October 19, 2022 3:47 PM
To: Clarke,Kristen <kclarke@manchesternh.gov>

From: [Willeke, Charles](#)
To: [Clarke, Kristen](#); ["Chris Bobay"](#)
Cc: [Austin, Marlon](#)
Subject: RE: Manchester 41747 CMAQ/HSIP bid analysis approval request
Date: Thursday, October 20, 2022 8:20:21 AM
Attachments: [image001.png](#)
[image002.png](#)

Hi Kristen,

We have approved the bid analysis. There is a fair amount of paper work on our end to get the approval letter out. You can use this email for internal Manchester communications that NNDOT has approved the bid. Please don't award the construction contract until we send an official letter to the City, as the date of that letter is the switch over from PE phase to Construction/CE phase in FHWA's system and awarding early could cause issues with that switch over date. Marlon is working on the approval letter and we will get that out as soon as we can.

Thank you,

C.R.

From: Clarke, Kristen <kclarke@manchesternh.gov>
Sent: Wednesday, October 19, 2022 3:59 PM
To: Willeke, Charles <Charles.R.Willeke@dot.nh.gov>; 'Chris Bobay' <cbobay@vhb.com>
Cc: Austin, Marlon <Marlon.S.Austin@dot.nh.gov>
Subject: RE: Manchester 41747 CMAQ/HSIP bid analysis approval request
EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi CR-

Do you know when you will have approval? We submitted a request to transfer funds for the remainder of our match, but they want documentation on the DOT's additional funds as well. They committee only meets monthly, so we'll have to wait another month if we don't get it asap.

Kristen Clarke, PE, PTOE

Traffic Engineer
City of Manchester, NH
Department of Public Works
Phone: 603-624-6444
475 Valley Street
Manchester, NH 03103
www.manchesternh.gov

From: Willeke, Charles [<mailto:Charles.R.Willeke@dot.nh.gov>]
Sent: Friday, October 14, 2022 3:00 PM
To: Clarke, Kristen <kclarke@manchesternh.gov>; 'Chris Bobay' <cbobay@vhb.com>
Cc: Austin, Marlon <Marlon.S.Austin@dot.nh.gov>
Subject: FW: Manchester 41747 CMAQ/HSIP bid analysis approval request
Hi Kristen and Chris
Just FYI – bid approval request has been sent to my director
C.R.

From: Willeke, Charles
Sent: Friday, October 14, 2022 2:57 PM
To: Stamnas, Peter <Peter.E.Stamnas@dot.nh.gov>
Cc: Austin, Marlon <Marlon.S.Austin@dot.nh.gov>; WatsonJr, Bill <WILLIAM.E.WATSONJR@dot.nh.gov>
Subject: FW: Manchester 41747 CMAQ/HSIP bid analysis approval request
Hi Pete

Please see bid analysis and request for approval to award below. This is a traffic signal optimization project (CMAQ with a small amount of HSIP funds for back plates)

Based upon the information provided, VHB, the City of Manchester, Marlon, and I recommend approval of the A bidder (Electric Light Co., Inc.) and I am seeking your concurrence as the **low bid (including all 3 alternates) of \$1,397,455.00.00, is \$267,605.00 (23.96%) over the PS&E estimate of \$1,129,850.00.**

Please ask with any questions

Thank you,

C.R.

From: Austin, Marlon <Marlon.S.Austin@dot.nh.gov>
Sent: Wednesday, October 12, 2022 11:06 AM
To: Willeke, Charles <Charles.R.Willeke@dot.nh.gov>
Subject: FW: Manchester 41747 analysis
CR, please see information below relative to the bids for the Manchester 41747 Project.

The intent of the Manchester 41747 project is to improve the efficiency of traffic flow by upgrading of the signal systems along the Granite Street and South Willow Street corridors. The proposed plan is to implement a fully Adaptive Signal Control (ASC) system on Granite Street where cycle lengths, phasing, offsets, and splits are continuously monitored and updated to provide optimized timing for current traffic conditions. When works are completed, the city hope to reduce traffic delays, increase average speeds, and improve travel times, resulting in an improvement to air quality. **This project has two-way funding, firstly by 80% CMAQ and 20% City funds, and secondly 90% HSIP and 10% city funds. Total Participating CMAQ and HSIP funds inclusive of matched funds are \$1,601,134.00 by agreement with the city (\$295,885.00 PE + \$1,305,249.00 CON).**

1. Bids for **Manchester 41747** were opened on September 19, 2022.
2. **Contractor Electric Light Co., Inc** submitted the **low bid of \$1,397,455.00.00, which was \$267,605.00 (23.96%)** over the PS&E estimate of \$1,129,850.00, which is not uncommon due to sharply escalating construction and labor costs in the current environment. Includes all 3 bid alternates.
3. There were 3 bids submitted. The B bid was approximately \$125,405.00 (9%) higher than the A bid.
4. There were **7 base project items and 2 bid alternate items** that reached the \$15,000 significance level. Of those, 3 project items and 2 bid alternates items were lower and 4 base project items were higher than the amounts in the PS&E estimate. See table attached for break down and explanation.
5. The costs for the LPA signal projects are very much dependent upon extent of the upgrade at each location. Also, the interconnect and master system will impact the overall cost and cost per signal. Below are estimates per intersection of other signal projects for ease of reference:

Unit Cost Analysis As Bid

1. Somersworth 41741 (6 signal upgrades) \$88,000/ea
2. Claremont 41748 (10 signal upgrades - design estimate) \$61,000/ea (not bid – currently in design)
3. **Manchester 41747 (20 signal upgrades - estimate) \$49,000/ea**

Based upon the information provided, I recommend approval of the A bidder (Electric Light Co., Inc.) and I am seeking your concurrence even as the low bid including all 3 alternates was **23.96% above the PS&E estimate**. Although the A bidder for this project is higher than anticipated, the bid submitted by **Electric Light Co., Inc of \$1,397,455.00.00** does not appear to be unreasonable based on the current construction industry and based on the recent bid of the Somersworth 41741 project.

Minor irregularities were found by VHB in the low bidders math, however they did not affect to bid rankings.

Regards,

Marlon

Project Manager





Memorandum

To: Kristen Clarke, PE
Traffic Engineer
City of Manchester

Date: September 21, 2022

Project #: 51491.01
FY22-500-68

From: Christopher Bobay, PE, PTOE

Re: Manchester 41747, X-A004(735)
Granite St. and So. Willow St. Signals CMAQ – Bid Results

This memorandum provides a bid analysis summary for the above project in Manchester.

Bids were opened on the Granite Street and South Willow Street Signals Project No. 41747 on September 19, 2022 at the Manchester Department of Public Works.

The bid results in the basis of award for the project are shown as follows (including math corrections):

A. Electric Light Co., Inc. Cape Neddick, ME	\$ 1,330,750.00
B. Pine Ridge Technologies, Inc. North Reading, MA	\$ 1,377,410.00
C. Dagle Electric Construction Corp. Wilmington, MA	\$ 1,848,100.00

The project also includes 3 Bid Alternates with results as follows:

	<u>Bid Alt 1</u>	<u>Bid Alt 2</u>	<u>Bid Alt 3</u>
A. Electric Light Co., Inc.	\$ 22,435.00	\$ 19,835.00	\$ 24,435.00
B. Pine Ridge Technologies, Inc.	\$ 49,950.00	\$ 37,350.00	\$ 58,150.00
C. Dagle Electric Construction	\$ 46,540.00	\$ 40,460.00	\$ 46,540.00

The Engineer's Estimate for this project is \$ 1,129,850.00 that was further broken out as \$ 986,300.00 for the base project, \$50,280.00 for Bid Alternate 1, \$ 38,140.00 for Bid Alternate 2, and \$ 55,130.00 for Bid Alternate 3.

Electric Light Co., Inc. of Cape Neddick, ME submitted the announced and written low bid of \$ 1,326,750.00. During the bid analysis a \$ 4,000.00 math error was discovered in the calculation of the total for the base project resulting in a revised bid of \$ 1,330,750.00, which is \$ 344,450.00 (34.9%) above the \$ 986,300.00 Engineer's estimate for the base project. and \$ 200,900.00 (17.8%) above the \$ 1,129,850.00 total construction dollars available to the project.

The B Bidder was \$ 46,660.00 (3.5%) higher than the A bid, and \$ 391,110.00 (39.7%) higher than the Engineer's Estimate for the base project.

The C Bidder was \$ 517,350.00 (38.9%) higher than the A bid, and \$ 861,800.00 (87.4%) higher than the Engineer's Estimate for the base project.

The high bid was 38.9% higher than the A bid.

The average bid of \$1,518,753.33 was 14.1% higher than the A bid.

A detailed summary of all the bids is attached.

It is further noted that there are 2 funding sources for construction in this project. Specifically, \$ 1,004,850.00 is provided through the Congestion Mitigation and Air Quality (CMAQ) program and \$ 125,000.00 through the Highway Safety Improvement Program (HSIP). CMAQ requires a 20% match (\$ 200,970.00) of the total available construction funds to be financed by the City of Manchester, while HSIP requires a 10% match (\$ 12,500.00). A breakout of the bid results within each of these funding sources is as follows:

	<u>CMAQ</u>	<u>HSIP</u>
A. Electric Light Co., Inc.	\$ 1,281,560.00	\$ 49,190.00
B. Pine Ridge Technologies, Inc.	\$ 1,306,460.00	\$ 70,950.00
C. Dagle Electric Construction Corp.	\$ 1,751,440.00	\$ 96,660.00

The project's 3 Bid Alternates broken out by bid and funding sources are as follows:

<u>CMAQ</u>	<u>Bid Alt 1</u>	<u>Bid Alt 2</u>	<u>Bid Alt 3</u>
A. Electric Light Co., Inc.	\$ 19,650.00	\$ 17,590.00	\$ 21,650.00
B. Pine Ridge Technologies, Inc.	\$ 46,050.00	\$ 34,150.00	\$ 45,250.00
C. Dagle Electric Construction	\$ 42,000.00	\$ 36,880.00	\$ 42,000.00
<u>HSIP</u>			
A. Electric Light Co., Inc.	\$ 2,785.00	\$ 2,245.00	\$ 2,785.00
B. Pine Ridge Technologies, Inc.	\$ 3,900.00	\$ 3,200.00	\$ 12,900.00
C. Dagle Electric Construction	\$ 4,540.00	\$ 3,580.00	\$ 4,540.00

The **Engineer's Estimate** in the breakout by funding source for the project is as follows:

<u>CMAQ</u>	<u>Bid Alt 1</u>	<u>Bid Alt 2</u>	<u>Bid Alt 3</u>
➤ \$ 900,340.00 for the base	\$ 45,850.00	\$ 34,710.00	\$ 35,850.00
<u>HSIP</u>			
➤ \$ 85,960.00 for the base	\$ 4,430.00	\$ 3,430.00	\$ 19,280.00

A summary of apparent low (A) Bidder **Electric Light Co., Inc.** breakout by funding source for the project is as follows:

<u>CMAQ</u>	<u>Bid Alt 1</u>	<u>Bid Alt 2</u>	<u>Bid Alt 3</u>	<u>Total</u>
➤ \$ 1,281,560.00 for the base	\$ 19,650.00	\$ 17,590.00	\$ 21,650.00	\$ 1,340,450.00
<u>HSIP</u>				
➤ \$ 49,190.00 for the base	\$ 2,785.00	\$ 2,245.00	\$ 2,785.00	\$ 57,005.00

In comparing the low bidder price broken out by funding source to available construction funds there is a \$ 276,710.00 (27.5%) deficit in CMAQ and City matching funds of \$ 1,004,850.00 to cover the base project and a \$ 335,600.00 (33.3%) deficit in CMAQ and City matching funds to cover the base project with all 3 bid alternates.

However, there are sufficient funds (and a \$ 67,995.00 surplus) available to cover the HSIP funded items for not only the base project, but also the 3 bid alternates.

For the low bid there were 7 base project items and 2 bid alternate items that reached the \$15,000 significance level established by NHDOT. Of those, 3 base project items and both bid alternate items were lower and 4 base project items were higher than the amounts in the Engineer's Estimate. These items include:

ITEM NO.	ITEM DESCRIPTION	PS&E Estimate	A Bidder Item Price	B Bidder Item Price	C Bidder Item Price	A Bidder Delta to PS&E	A Bidder Delta to Avg. of other Bidders
614.511	CONCRETE PULL BOX 14-INCH (TYPE "A" 14" X 14")	\$10,000	\$28,000	\$22,220	\$30,000	\$18,000	\$1,890
614.73114	3" PVC PLASTIC CONDUIT SCH. 40 INCL. SPEC. EXCAVATION	\$86,000	\$172,000	\$150,500	\$236,500	\$86,000	-\$21,500
616.141	EQUIPMENT AND SOFTWARE (ASCT.SPM CMS)	\$120,000	\$350,000	\$101,000	\$280,000	\$230,000	\$159,500
616.1903	ALTERATION TO TRAFFIC SIGNALS / GRANITE AT I-293 RAMPS	\$52,000	\$34,000	\$105,000	\$71,000	-\$18,000	-\$54,000
616.723	3-SECTION RETROREFLECTIVE BACKPLATE	\$59,500	\$31,450	\$45,900	\$57,800	-\$28,050	-\$20,400
619.1	MAINTENANCE OF TRAFFIC	\$18,000	\$1,000	\$5,000	\$73,000	-\$17,000	-\$38,000
677.5822	1 GBPS FIBER ETHERNET SWITCH	\$56,000	\$80,000	\$80,000	\$48,000	\$24,000	\$16,000
BID ALTERNATES							
616.733	3-SECTION SIGNAL HEADS WITH RETROREFLECTIVE BACKPLATE	\$18,000	\$1,665	\$11,700	\$3,060	-\$16,335	-\$5,715
677.3101	WIRELESS COMMUNICATIONS EQUIPMENT / SO.WILLOW ST	\$20,000	\$4,000	\$7,000	\$10,000	-\$16,000	-\$4,500

Review comments on these items are as follows.

ITEMS THAT WERE SIGNIFICANTLY LOWER THAN THE ENGINEER'S ESTIMATE:

616.1903 Alteration to Traffic Signals / Granite Street at I-293 Ramps

Comment: The low bidder price could reflect work efforts less than anticipated by the Engineer. It is also possible that Advance Detection to be priced in this lump sum item was priced in item 616.141 that was determined to be significantly higher than the Engineer's Estimate.

616.723 Retroreflective Backplate

Comment: The low bidder price could reflect work efforts in the procurement and installation of the retroreflective backplates less than anticipated by the Engineer.

619.1 Maintenance of Traffic

Comment: The low bidder pricing of this item was substantially lower than the Engineer's Estimate as well as other bidders. As the Engineer is familiar with the low bidder work practice it is common that their maintenance of traffic is a matter of their daily operations, so they appear to have not put a high dollar value in this item. They also own their traffic control devices.

616.733 3-Section Signal Heads with Retroreflective Backplate

Comment: It appears in comparing the Engineer's Estimate to the low bidder that there is an error in their (HSIP funded) bid for this item in Alternate 3. The low bidder price appears to reflect installation of retroreflective backplates on existing signal heads (similar to what is called for in Bid Alternate 1) whereas the plans and specifications for Bid Alternate 3 call for the installation of retroreflective backplates *on new signal heads*. It is possible that the low bidder price for new signal heads was added to Bid Alternate 3's item 643.1923 that covers the alteration to traffic signals for the South Willow Street and Beech Street intersection, which is to be paid for with CMAQ funds.

677.3101 Wireless Communications Equipment / South Willow Street

Comment: As the Engineer will not see a submission and specification for the wireless equipment that the low bidder based their price on until after the project is awarded, it is possible that they have found a competitively priced manufacturer that meets or exceeds the project specification. Even if their submitted equipment is rejected, the low bidder would be held to their bid price.

ITEMS THAT WERE SIGNIFICANTLY HIGHER THAN THE ENGINEER'S ESTIMATE:

614.511 Concrete Pull Box 14-Inch (Type "A" 14" X 14")

614.73114 3" PVC Plastic Conduit Sch. 40 Incl. Spec. Excavation

Comment: The low bidder price for the above referenced items likely reflects inflation that has taken place since the Engineers Estimate was provided with the original PSE submission in January 2022. The signal industry has seen up to a 30% increase in equipment manufacturing and installation pricing since the beginning of the year.

616.141 Equipment and Software (ASCT SPM Central Management System)

Comment: The majority of the low bidder price discrepancy compared to the Engineer's Estimate is found in this lump sum item. It is possible that the 16 Advance Detection devices (that could cost as much as \$10,000 per device) to be procured and installed for this project *in support* of the ASCT SPM Central Management System was added to the 616.141 lump sum item instead of being added to the 616.1901 through 616.1917 items as detailed in the project plans and special provisions. This would account for the deficits in the 616.19## items compared to the Engineers Estimate (see discussion on 616.1903 in "Items that were significantly lower than the Engineer's Estimate").

677.5822 1 GBPS Fiber Ethernet Switch

Comment: Similar to the pull box and conduit, the low bidder price for the above referenced item likely reflects inflation that has taken place since the Engineers Estimate was originally provided with the PSE submission in January 2022, especially given the B Bidder had the same bid price. It is curious though that the C Bidder price was lower than the Engineer's Estimate.

UNIT PRICE ANALYSIS:

It is difficult to analyze unit prices for the items of significance for the lump sum items as so many factors go into the Engineer and Contractor determination of this value, factors that are not reported in the bid. Subsequently, no unit price analysis is provided for the significant lump sum items beyond that commented on in the previous section. However, of the items that are not based on a lump sum there is a documented history of unit prices for the following items that were significantly higher than the Engineer's Estimate. These items are as follows:

- 614.511 Concrete Pull Box 14-Inch (Type "A" 14" X 14")
- 614.73114 3" PVC Plastic Conduit Sch. 40 Incl. Spec. Excavation

The Engineer's estimate of \$ 500/EA and \$ 20/LF for pull box and schedule 40 conduit, respectively were generally consistent with the "Current Weighted Average Unit Prices" available to consultants and engineers on the NHDOT website (<https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/documents/>) under "Estimate Data" [WeightedAveragesImperial.pdf \(nh.gov\)](#) at the time the original PSE estimate was submitted in January 2022. In March 2022, the NHDOT began providing "limited access" through <https://nhdot.exevision.com/ipd/Index.aspx> to the iPDweb Database to consultants and engineers to aide in determining up to date weighted average prices of applicable bid items given the currently volatile economic environment but by that point the Engineer's Estimate for the Granite Street and So. Willow Street Signal CMAQ had been set.

Review of the iPDweb Database for 2022 in District 5 and Hillsborough/Merrimack County shows average unit prices of \$ 890/EA (2 records) and \$ 22.27/LF (7 records) for pull box and schedule 40 conduit, respectively. The high bids for pull box and schedule 40 conduit was reported as \$ 905/EA (54.7% lower than A Bidder and 47.7% lower than the average of all bids) and \$ 37/LF (8.1% lower than A Bidder and 17.1% lower than the average of all bids), respectively.

ADDITIONAL REVIEW COMMENTS:

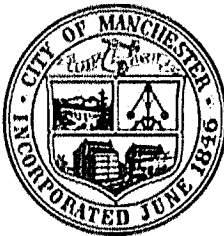
No irregularities were found during the bid analysis other than one minor math error by the apparent low bidder. The corrected value is circled in red on the attached bid summary. This error had no bearing on the low bid result.

Following the above bid analysis, VHB recommends award of the Granite Street and South Willow Street Signals base project and all 3 bid alternates to the low bidder, Electric Light Co., Inc. This is contingent upon NHDOT's approval of additional CMAQ program funds, of which the City of Manchester would be responsible for a 20% match.

Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Trixie Dysart, Chair
Kathleen Sullivan
Arthur Gatzoulis
Mark MacKenzie

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

October 19, 2022
22-105

Chairman Stewart
City of Manchester – CIP Committee
One City Hall Plaza
Manchester, NH 03101

Subject: **CIP Adjustments**

Dear Chairman Stewart,

EPD respectfully requests that \$550,000 from CIP 711021 be transferred to CIP 711222. Both of these projects are for CSO Construction. These changes are within the overall CSO budget and have been incorporated into EPD's long-term financial model.

We have attached the revised CIP Budget Authorization sheets that contain the above proposed changes.

If you have any questions, or require any additional information, please feel free to contact us at your convenience.

Thank you,


Frederick J. McNeill, P.E.
Chief Engineer

Attachments:

cc: Mr. Timothy J. Clougherty
Mr. Owen Friend-Gray, P.E.

CIP BUDGET AUTHORIZATION

CIP#: 711021

Project Year: 2021

CIP Resolution: 6/9/2020

Title: CSO Study, Design and Construction

Amending Resolution: 11/15/2023

Administering Department: Public Works-EPD

Revision: #3

Project Description:

This is an EPA mandated program to improve water quality by eliminating combined sewer overflows (CSOs). This project will consist of the study, design, and construction of improvements to the city's aging and failing combined sewer/drainage system and implementation of CSO mitigation measures.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Project Initiation
2. Project Completion
- 3.
- 4.
- 5.

7/1/2020

12/31/2061

12/31/2061

Line Item Budget

ENTERPRISE

BOND

TOTAL

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$450,000.00

\$0.00

\$450,000.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$600,000.00

\$0.00

\$600,000.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$14,750,000.00

\$0.00

\$14,750,000.00

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$0.00****\$15,800,000.00****\$0.00****\$15,800,000.00****Revisions:**

Revision #1 - Increases BOND \$18,300,000 (Transferred from CIP #712722), Decreases ENTERPRISE \$18,300,000 (from \$18,600,000 to \$300,000).

Revision #2 - Decrease BOND \$2,250,000 (from \$18,300,000 to \$16,050,000) and transfer to CIP #711022.

Revision #3 - Decrease budget \$550,000 (from \$16,350,000 to \$15,800,000). \$250,000 from BOND and \$300,000 from

Comments:

Rev #3 - ENTERPRISE and transfer to CIP #711222.

Anticipate to be funded by NHDES SRF loan.

Planning Department/Startup Form - 07/1/20

\$15,800,000.00

CIP BUDGET AUTHORIZATION

CIP#: 711222

Project Year: 2022

CIP Resolution: 6/8/2021

Title: CSO Optimization/Controls

Amending Resolution: 11/15/2022

Administering Department DPW-EPD

Revision: #2

Project Description: Study, design, and construction of the CSO optimization and real time controls project.

Federal Grants

Federal Grant:

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	6/30/2061
3.		
4.		
5.		
		6/30/2061

Line Item Budget

	ENTERPRISE	BOND		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$1,000,000.00	\$0.00	\$1,000,000.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$300,000.00	\$2,250,000.00	\$0.00	\$2,550,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$300,000.00	\$3,250,000.00	\$0.00	\$3,550,000.00

Revisions:

Revision #1 - Increases BOND \$3,000,00 (transferred from CIP 712722), decreases ENTERPRISE \$3,000,000 (from \$3,000,000 to \$0.)

Revision #2 - Increase budget \$550,000 (from \$3,000,000 to \$3,550,000). \$250,000 BOND and \$300,000 ENTERPRISE transferred from CIP #711021.

Comments:

Possible SRF loan from New Hampshire Department of Environmental Services.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2021 and FY2022 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) for the FY 2022 CIP 711222 CSO Optimization/Controls.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 & 2022 CIP as contained in the 2021 & 2022 CIP budget; and

WHEREAS, the 2021 & 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate to effect the transfer from CIP 711021 CSO Study, Design and Construction to CIP 711222 CSP Optimization/Controls;

NOW, THEREFORE, be it resolved that the 2021 & 2022 CIP be amended as follows:

By decreasing:

FY 2021 711021 CSO Study, Design and Construction - \$550,000
\$250,000 - BOND
\$300,000 - ENTERPRISE

By increasing:

FY 2022 711222 CSO Optimization/Controls - \$550,000
\$250,000 - BOND
\$300,000 - ENTERPRISE

Resolved, that this Resolution shall take effect upon its passage

Timothy J. Clougherty
Public Works Director



Commission
Trixie Dysart, Chair
Kathleen Sullivan
Arthur Gatzoulis
Mark MacKenzie

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

CITY OF MANCHESTER
Department of Public Works

October 18, 2022

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Will Stewart
Chairman, CIP Committee

Subject: SMART Grant

Dear Alderman Stewart:

The United States Department of Transportation (USDOT) recently released a notice of funding opportunity for the Strengthening Mobility and Revolutionizing Transportation (SMART) Grant program. A Stage 1 grant, which is the only phase open in this round, would provide up to \$2,000,000 for planning and prototyping to advance the state of practice for data and technology projects in the public sector. There is no local match required for this phase.

The Department of Public Works recommends submitting an application to this program to study the use of advanced signal technology including detection, signal performance measures/adaptive signal control, and/or transit signal priority to provide multi-modal transportation opportunities on Maple Street, Beech Street, Pine Street, and Chestnut Street south of Bridge Street. A majority of the signals on these corridors are pre-timed with no signal detection, so this study will demonstrate whether technology advancements will provide additional capacity to accommodate multi-modal opportunities.

The priorities of this program are improving safety and reliability, resiliency, equity and access, climate, partnerships, and integration.

Applications are due on November 18, 2022. We suggest the CIP Committee and Board of Mayor and Alderman vote to apply for the 2022 grant. The application will be prepared and submitted by DPW.

Thanks for your consideration. We will be available for questions regarding this matter.

Sincerely,

A handwritten signature in dark ink that reads "Kristen Clarke". The signature is written in a cursive, flowing style.

Kristen Clarke, PE, PTOE
Traffic Engineer

cc/ Tim Clougherty, Public Works Director
Owen Friend-Gray, Deputy Public Works Director

Ryan J. Cashin
Chief of Department



Matthew A. K. Lamothe
Assistant Chief

David P. Flurey
Deputy Chief

City of Manchester *Fire Department*

TO: Alderman Stewart, CIP Committee Chair

FROM: Chief Ryan Cashin

DATE: October 17, 2022 *RC*

RE: Permission to apply for Special Events permitting

I am writing to request permission to apply for ARPA funding through the State of NH Department of Justice for Special Events permitting software. The award amount shouldn't exceed \$250,000.00 and does not require a match. This software will provide the City with an electronic permitting platform specific to special events and can be leveraged by Parks and Rec and the Manchester School District for events specific to their properties. The software provides back end notifications for all City departments involved in permitting and will be a smart and adaptable solution streamlining existing processes. Additionally, information collected during permitting can be extracted can help formulate safety plans for police and fire relative to these events.

Thank you for your attention to this matter.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

PLANNING & LAND USE MANAGEMENT
BUILDING REGULATIONS
CODE ENFORCEMENT DIVISION
COMMUNITY IMPROVEMENT PROGRAM
ZONING BOARD OF ADJUSTMENT

Jeffrey D. Belanger, AICP
Director

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Michael J. Landry, P.E., Esq.
Deputy Director Building Regulations

MEMORANDUM

To: Alderman Will Stewart,
Chairman, CIP Committee

From: Jeffrey Belanger, AICP *JDB*
Director, Planning and Community Development

Date: October 24, 2022

Re: CIP #611023 – 2022 Lead-Based Paint Hazard Reduction Demonstration (LHRD) Grant Program
CIP #611123 – 2022 Lead-Based Paint Healthy Homes (HH) Supplemental Funding

New Funding

The City recently received an official award notification for a 48-month Lead Hazard Reduction/Healthy Homes Grant in the amount of \$5,367,825 to address pre-1978 properties with lead hazards and housing code deficiencies. A recommendation by this Committee and by the full Board of Mayor and Alderman is necessary to accept the grant.

As proposed, a minimum of 220 housing units will be tested for lead hazards and lead hazard control/healthy homes activities will be performed in a minimum of 200 housing units. A maximum of \$17,730/unit (\$12,000 HUD LHRD, \$2,730 HUD HH, \$1,500 City CDBG match & \$1,500 owner match) will be made available to remediate lead hazards and housing code deficiencies. The subsidy available to Manchester property owners will be in the form of a loan that will be forgiven upon successful completion of a three-year compliance period.

This action will authorize the acceptance of \$4,667,825 HUD LHRD funds, \$700,000 of HUD HH funds, and \$350,000 of City match. \$300,000 of City match will come from participating property owners and \$50,000 will come from uncommitted CDBG funds. \$250,000 of additional City match will be required before the end of the grant period and will come from future CDBG entitlement funding.

Respectfully, I request that the Committee recommend the acceptance of this Amending Resolution and Budget Authorization Forms to the full Board.

CIP BUDGET AUTHORIZATION

CIP#: 611023 Project Year: 2023 CIP Resolution: 5/17/2022
 Title: 2022 Lead-Based Paint Hazard Reduction Grant Program Amending Resolution: 11/15/2022
 Administering Department Planning & Community Development Revision:

Project Description: Program to assist property owners with the elimination of lead based paint hazards. Lead hazards to be eliminated in a minimum of 200 housing units over a forty-eight month period.

Federal Grants Federal Grant: Yes **Environmental** Review Required: Yes
 Grant Executed: Completed: Pending

Critical Events

1.	Program Initiation	11/15/2022
2.	Program Completion	12/31/2026
3.		
4.		
5.		
		12/31/2026

Line Item Budget

	FEDERAL	CDBG	OTHER	TOTAL
Salaries and Wages	\$551,533.00	\$0.00	\$0.00	\$551,533.00
Fringes	\$332,000.00	\$0.00	\$0.00	\$332,000.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$869,185.00	\$0.00	\$0.00	\$869,185.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$2,400,000.00	\$50,000.00	\$300,000.00	\$2,750,000.00
Other	\$515,107.00	\$0.00	\$0.00	\$515,107.00
TOTAL	\$4,667,825.00	\$50,000.00	\$300,000.00	\$5,017,825.00

Revisions:

Comments: \$4,667,825 of Federal Funding from U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control; \$50,000 of unprogrammed CDBG (City Match); \$300,000 of Other funding from required Property Owner Match.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Five Million Seventeen Thousand Eight Hundred Twenty Five Dollars (\$5,017,825) for the FY 2023 CIP 611023 2022 Lead-Based Paint Hazard Reduction Grant Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate federal funding from the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control to assist the City in the reduction and elimination of lead based paint hazards in Manchester housing units; and

WHEREAS, the Board of Mayor and Alderman wishes to allow for the receipt of funds from the participating property owners to be used for the City’s required match within the 2022 Lead-Based Paint Hazard Reduction Grant Program; and

WHEREAS, the Board of Mayor and Alderman wishes to allocate a portion of unprogrammed CDBG funds to be used for the City’s required match within the 2022 Lead-Based Paint Hazard Reduction Grant Program;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 611023 2022 Lead-Based Paint Hazard Reduction Program - \$5,017,825
\$4,667,825 - FEDERAL
\$50,000 - CDBG
\$300,000 - OTHER

Resolved, that this Resolution shall take effect upon its passage.

CIP BUDGET AUTHORIZATION

CIP#: 611123	Project Year: 2023	CIP Resolution: 5/17/2022
Title: 2022 Lead-Based Paint Healthy Homes Supplemental Funding	Amending Resolution: 11/15/2022	
Administering Department: Planning and Community Development	Revision: 	

Project Description:	Program to assist property owners participating in the 2022 Lead-Based Paint Hazard Reduction Program with the elimination of Healthy Homes/Housing Code deficiencies. Healthy Homes/Housing Code deficiencies to be addressed in a minimum of 200 housing units over a forty-eight month period.
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Federal Grants	Federal Grant: Yes	Environmental	Review Required: Yes
	Grant Executed: 		Completed: Pending

Critical Events

1.	Program Initiation	11/15/2022
2.	Project Completion	12/31/2026
3.		
4.		
5.		
		12/31/2026

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$154,000.00	\$0.00	\$0.00	\$154,000.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$546,000.00	\$0.00	\$0.00	\$546,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$700,000.00	\$0.00	\$0.00	\$700,000.00

Revisions:

Comments: Funding from the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Two

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Seven Hundred Thousand Dollars (\$700,000) for the FY 2023 CIP 611123 Lead-Based Paint Healthy Homes Supplemental Funding.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate federal funding from the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control to assist the City in the reduction of Healthy Homes/Housing Code deficiencies in Manchester housing units;

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By adding:

FY 2023 611123 2022 Lead-Based Paint Healthy Homes Supplemental Funding - \$700,000
FEDERAL

Resolved, that this Resolution shall take effect upon its passage.