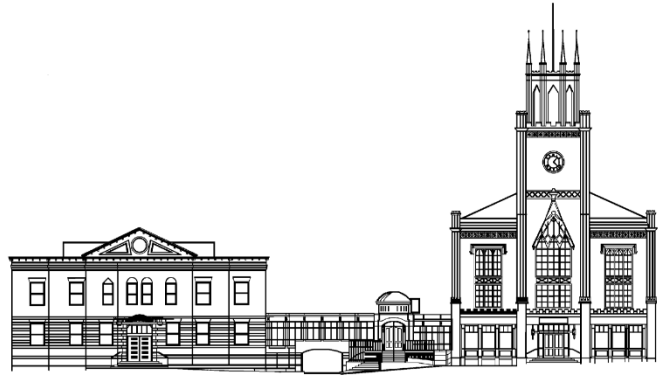




COMMITTEE ON COMMUNITY IMPROVEMENT

November 20, 2023 at 5:15 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 \$4,796.04 for CIP 212124 Oral Health Program.
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 \$50,000 for CIP 212224 School Based Dental Program - Medicaid.
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 \$1,134,000 for CIP 212324 STD/HIV Prevention, CIP 212424 Lead Poisoning, CIP 212524 TB Prevention, CIP 212624 Immunization Grant, and CIP 212724 COVID 19 Immunization.
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 \$3,750 for CIP 212824 Rotary Club Award - Manchester Youth Council.
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 \$999,618 for CIP 411324 STOP School Violence Grant.
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 \$40,000 for CIP 411424 Intelligence Liaison Officer Program.
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 \$15,432.10 for CIP 411524 SWAT Search and Rescue Equipment.
Ladies and Gentlemen, what is your pleasure?
9. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$537,124 for CIP 411624 Smart Policing Initiative.
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 \$254,695 for CIP 411724 Justice Assistance Grant.
Ladies and Gentlemen, what is your pleasure?
11. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$93,000 for CIP 411824 STOP Violence Against Women.
Ladies and Gentlemen, what is your pleasure?
12. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$635,715 for CIP 411924 2023 Hazmat Allocation, CIP 412024 2023 Hazardous Substance Detection, and CIP 412124 2023 Infrastructure/Crowded Places Hardening.
Ladies and Gentlemen, what is your pleasure?
13. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$338,000 for CIP 412224 2023 EOC Grant Award.
Ladies and Gentlemen, what is your pleasure?

14. Amending Resolution and Budget Authorization providing for the acceptance and transfer of funds in the amount of \$290,441 for CIP 510424 Park Playground Replacement and Retrofitting.
Ladies and Gentlemen, what is your pleasure?
15. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$240,000 for CIP 610923 Family Place First Floor Renovation Project.
Ladies and Gentlemen, what is your pleasure?
16. Amending Resolution and Budget Authorizations providing for the acceptance and transfer of funds in the amount of \$666,422.89 for CIP 710723 CMOM Study, Design and Construction - Sewer Bond and CIP 710524 CMOM C-6 Study, Design & Construction.
Ladies and Gentlemen, what is your pleasure?
17. Amending Resolution and Budget Authorizations providing for the acceptance and transfer of funds in the amount of \$1,117,071.10 for CIP 710819 WWTP Emergency Power Upgrade - Study, Design and Construction and CIP 710524 CMOM C-6 Study, Design & Construction.
Ladies and Gentlemen, what is your pleasure?
18. Amending Resolution and Budget Authorizations providing for the acceptance and transfer of funds in the amount of \$700,000 for CIP 711222 CSO Optimization/Controls.
Ladies and Gentlemen, what is your pleasure?
19. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$10,000 for CIP 810224 Document Preservation Project.
Ladies and Gentlemen, what is your pleasure?
20. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$5.64 for CIP 810524 Planning and Administration.
Ladies and Gentlemen, what is your pleasure?
21. Communication from Jeff Belanger, Planning & Community Development Director, regarding a request from the New Hampshire Musculoskeletal Institute for supplemental CEAG funding in the amount of \$9,727.60.
Ladies and Gentlemen, what is your pleasure?

22. Communication from the Planning & Community Development Director requesting a revision to CIP 610823 Residences at 351 Chestnut Street (Merrimack St. Parcel) to adjust \$240,000 from HOME funds to HOME-ARP funds in the "Other" budget line item.

Ladies and Gentlemen, what is your pleasure?

23. Communication from Lisa Drabik, Human Resources Director, requesting line item adjustments to CIP 810924 Compensation Study.

Ladies and Gentlemen, what is your pleasure?

24. Communication from Jonathan Hopkins, Central Fleet Services Director, requesting authorization to issue a request for proposals and enter into a contract to purchase a Fire Department ladder truck to replace Truck 7 in the 2025-2026 MER.

Ladies and Gentlemen, what is your pleasure?

25. Communication from Steve Hoeft, Police Department Business Service Officer, requesting line item adjustments to CIP 410122 ARPA - Law Enforcement Support for Violent Crime Reduction/Prevention.

Ladies and Gentlemen, what is your pleasure?

26. Communication from Caleb Dobbins, Highway Chief Engineer, requesting CIP 711418 FY18 Alleyway Repair be extended to December 31, 2023.

Ladies and Gentlemen, what is your pleasure?

27. Communication from the Highway Chief Engineer requesting various CIP project extensions.

Ladies and Gentlemen, what is your pleasure?

TABLED ITEM

(A motion is in order to remove the item from the table.)

28. Communication from Bryce Kaw-uh, Chair, Manchester Planning Board, requesting one-time funding in the amount of \$150,000 to hire a consultant to draft an updated Bicycle Master Plan.

(Note: This item was referred to the Committee on Community Improvement by the Board of Mayor and Aldermen at their meeting held on September 5, 2023; the item was tabled on October 3, 2023.)

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
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

Memo

Date: 10/26/2023 23-172
To: CIP Committee
Cc: Lisa Hynes – EPD
Matthew Normand – City Clerks Office
From: Frederick McNeill *FJM*
RE: EPD Abatement Requests

The attached table summarizes the 16 sewer abatements reviewed by the Highway Commission at their monthly meeting on October 16, 2023.

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 11, 2023 to Highway Commission
 October 26, 2023 to CIP/City Clerk

Number	Customer Acct #	Customer	Property Address	Abatement Rec'd Date	Request Reason	EPD Recommendation	Justification	Abatement Amount	Highway Recommendation
1	206321-52726	Wright - Gelb	Skyline Drive, 69	01/03/23	Toilet leak	Grant	above 250% threshold - 1042%	440.70	Abate
2	187795-66252	Michael Bunie, Inc	Somerville Street, 774-775	02/17/23	Toilet leak	Grant	above 250% threshold - 373%	2,687.40	Abate
3	189105-213042	Basnet	Island Pond Road, 421	06/09/23	Backflow leaking	Grant	above 250% threshold - 414%	374.00	Abate
4	187675-4178	Falise	Lincoln Street, 427	08/08/23	Toilet leak	Grant	above 250% threshold - 715%	1,202.75	Abate
5	196697-212674	Calles	Sewall Street, 211	08/25/23	Toilet leak	Grant	above 250% threshold - 296%	476.00	Abate
6	177287-64884	Chartoff	Chestnut Street, 558-560	08/30/23	Washing machine hose leak	Grant	above 250% threshold - 344%	828.75	Abate
7	177077-2218	103 Bay Street, LLC	Bay Street, 103	08/31/23	Irrigation system leak	Grant	above 250% threshold - 1232%	2,116.50	Abate
8	34977-24006	Divine Design, LLC	Bartlett Street, 308	08/31/23	Toilet leak	Grant	above 250% threshold - 481%	1,245.25	Abate
9	165021-11906	Khan	Blaine Street, 102	08/31/23	Toilet leaks	Deny	Abatement granted December 2019	0.00	Deny
10	177433-210922	LeBrun	Laurmand Way, 9	08/31/23	Outside faucet left on	Grant	above 250% threshold - 455%	301.75	Abate
11	206239-65860	492 Wilson Street, LLC - Buettner	Wilson Street, 492-494	09/05/23	Toilet leaks	Grant	above 250% threshold - 321%	969.00	Abate
12	191495-12706	Santana	Highland Lane, 20	09/15/23	Toilet leak	Grant	above 250% threshold - 846%	412.25	Abate
13	5885-3818	Renaissance I LP	Cedar Street, 241	09/26/23	Shower valve and 3 toilet leaks	Grant	above 250% threshold - 537%	2,618.00	Abate
14	176205-68040	Hathway	West Elmhurst Avenue, 4	10/02/23	Toilet leak	Grant	above 250% threshold - 306%	412.25	Abate
15	201481-3012	Lawlor	Ashland Street, 23	10/05/23	Plumbing leak	Grant	above 250% threshold - 657%	828.75	Abate
16	171971-7852	RayMax LLC	Ash Street, 84	10/05/23	Plumbing leaks	Grant	above 250% threshold - 298%	1,491.75	Abate

Total Abatelements \$16,405.10

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

✓

Date Received: 1/3/2023

Customer Name: Wright - Gelb Account #: 206321-52726
Combine Billing

Property Address: 69 Skyline Drive

Reason for Request: Toilet Leak

Service Dates: 9/1/22-11/29/22 Bill Date: 1/11/2023

Consumption: 125 ccf % Increase from Average: 1042%

Average Consumption: 12 ccf Based on: 2 quarter average
Limited history
Daily average

Difference: 113 ccf

Other Comments: _____

EPD
Recommendation: Grant - Abatement exceeds 250% threshold

Approved JRM

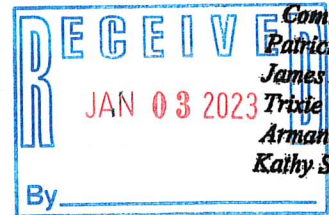
Abatement Total: 113 ccf at \$ 3.90 \$ 440.70

Highway Recommendation: ABATE Date: 10/16/23

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: Nicole Wright + Jake Gelb

Address: 69 Skyline Dr
(Street)

Manchester (City) NH (State) 03109 (Unit)
(Zip)

Phone Number: 978-404-0414

Customer Account Number: 206321-52726

Address of Property for which Abatement is Requested:

69 Skyline Dr
(Street)
Manchester (City) NH (State) 03109 (Unit)
(Zip)

Billing Period: 9-1-22 - 11-29-22

Amount of Abatement Request: from 9-1-22 → 12-6-22

Reason for Abatement Request: toilet leak that was discovered
12-6 when pathi from COM called to inquire about our
water usage.

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.

N/A

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.

N Wright
(Signature)

12/20/22
(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234
E-mail: EPD@manchesternh.gov • Website: www.manchesternh.gov

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

✓

Date Received: 2/17/2023

Customer Name: Michael Bunie, Inc Account #: 187795-66252
Combine Billing

Property Address: 771-775 Somerville Street

Reason for Request: Toilet Leak

Service Dates: 9/6/22-12/5/22-3/6/23 Bill Date: 1/18/23, 4/19/23

Consumption: 911 ccf % Increase from Average: 373%

Average Consumption: 244 ccf Based on: 17 Quarter average X2
Limited history
Combining quarters

Difference: 667 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds 250% threshold

Approved EJM

Abatement Total:	<u>246 ccf</u>	at \$	<u>4.25</u>	\$	<u>1,045.50</u>
	<u>421 ccf</u>	at \$	<u>3.90</u>	\$	<u>1,641.90</u>
				\$	<u>2,687.40</u>

Highway Recommendation: ABATE Date: 10/16/23

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

Timothy J. Clougherty
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Councilman
Raymond McLean
Harold Sullivan
Robert R. Howard
Rick Rathwell
Bill Skouras

CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: MIKE BURNS INC.

Address: 112 Pearl St. 1R
(Street) (Unit)
Manchester NH 03101
(City) (State) (Zip)

Phone Number: 759-6199

Customer Account Number: 187785-66252

Address of Property for which Abatement is Requested:
771-775 Somerville N/A
(Street) (Unit)
Manchester NH 0310
(City) (State) (Zip)

Billing Period: 9/6/22 - 12/5/22

Amount of Abatement Request: \$3,153.56

Reason for Abatement Request: Bad tenant was intentionally wasting
water by tampering w/ toilet fill valve so it was constantly
filling for several minutes.

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.

I finally got trouble tenants out & issue was resolved
usage has gone to historical levels.

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

Yes ☐ No ☒

Verification that applicant has not in any outstanding debts to the City of Manchester, all works in compliance with local 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: 6/9/2023

Customer Name: Basnet Account #: 189105-213042
Combine Billing

Property Address: 421 Island Pond Road

Reason for Request: Backflow leaking

Service Dates: 11/29/22-2/27/23 Bill Date: 4/12/2023

Consumption: 116 ccf % Increase from Average: 414%

Average Consumption: 28 ccf Based on: 16 Qtr average
Limited history

Difference: 88 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds 250% threshold

_____ *Approved Jm*

Abatement Total: 88 ccf at \$ 4.25 \$ 374.00

Highway Recommendation: ABATE Date: 10/16/23

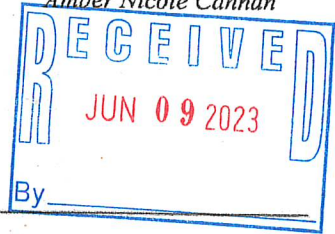
Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Manesh Basnet
Address: 421 Island Pond Road
Manchester (Street) NH (Unit) 03109
(City) (State) (Zip)

Email address: basnetmanesa@hotmail.com
Phone Number: 917 583 3214
Customer Account Number: 189805-213042

Address of Property for which Abatement is Requested:
421 Island Pond Road
Manchester (Street) NH (Unit) 03109
(City) (State) (Zip)

Billing Period: 11/29/22 to 2-27-23

Amount of Abatement Request: 301.75

Reason for Abatement Request: BACK flow 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.

Irrigation system

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

☒ Yes ☐ No

irrigation system

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]

(Date) 06/05/23

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

✓

Date Received: 8/8/2023

Customer Name: Falise Account #: 187675-4178
Combine Billing

Property Address: 427 Lincoln Street

Reason for Request: Toilet Leak

Service Dates: 3/15/23-6/13/23-9/11/23 Bill Date: 7/26/23, To be billed

Consumption: 329 ccf % Increase from Average: 715%

Average Consumption: 46 ccf Based on: 5 Year average
Combining quarters

Difference: 283 ccf

Other Comments: _____

EPD
Recommendation: Grant - Abatement exceeds 250% threshold

Approved JPm

Abatement Total: 283 ccf at \$ 4.25 \$ 1,202.75

Highway Recommendation: ABATE Date: 10/16/23

Timothy J. Clougherty
Public Works Director

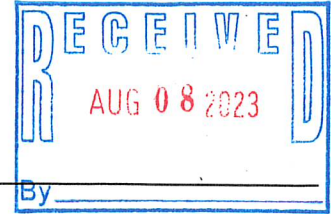
Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form



Name: Eyasu F Fulse

Address: 427 Lincoln Street
(Street) (Unit)
Manchester N.H.
(City) (State) (Zip)

Email address: eyasufulse@gmail.com

Phone Number: 603-864-9154

Customer Account Number: 187675-4178

Address of Property for which Abatement is Requested:

427 Lincoln St
(Street) (Unit)
Manchester N
(City) (State) (Zip) 03103

Billing Period: 3-15-23 to 6-13-23

Amount of Abatement Request: 875.50

Reason for Abatement Request: 2002 TVT Done

leaking water

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) _____

(Date) _____

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

✓

Date Received: 8/25/2023

Customer Name: Calles Account #: 196697-212674
Combine Billing

Property Address: 211 Sewall Street

Reason for Request: Toilet Leak

Service Dates: 3/29/23-6/28/23-9/26/23 Bill Date: 8/9/23, To be billed

Consumption: 169 ccf % Increase from Average: 296%

Average Consumption: 57 ccf Based on: 11 Quarters X 2
Limited history
Combining quarters

Difference: 112 ccf

Other Comments: _____

EPD
Recommendation: Grant - Abatement exceeds 250% threshold

_____ *Approved JFR*

Abatement Total: 112 ccf at \$ 4.25 \$ 476.00

Highway Recommendation: ABATE Date: 10/16/23

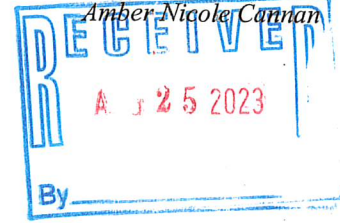
Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannon



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Jose A. Calles

Address: 211 Sewall St
(Street)
Manchester (City) NH (State) 03103 (Unit)
(Zip)

Email address: amneriscalles@yahoo.com

Phone Number: 603-854-2705

Customer Account Number: 196697-212674

Address of Property for which Abatement is Requested:

211 Sewall St
(Street)
Manchester (City) NH (State) 03103 (Unit)
(Zip)

Billing Period: 3-29-23 6-28-23

Amount of Abatement Request: \$182.75

Reason for Abatement Request: toilet Leak

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.

Bathroom

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)

(Date)

8-24-23

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

✓

Date Received: 8/30/2023

Customer Name: Chartoff Account #: 177287-64884
Combine Billing

Property Address: 558-560 Chestnut Street

Reason for Request: Washing machine hose leak

Service Dates: 5/9/23-8/7/23 Bill Date: To be billed

Consumption: 275 ccf % Increase from Average: 344%

Average Consumption: 80 ccf Based on: 5 year average

Difference: 195 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 195 ccf at \$ 4.25 \$ 828.75

Highway Recommendation: ABATE Date: 10/16/23

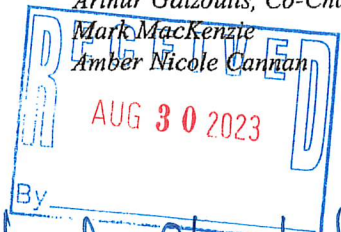
Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark Mackenzie
Amber Nicole Cannon



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: 554 Chestnut Street LLC / Michael Charloff

Address: P.O. Box 888
(Street) (Unit)
Framingham, MA 01701
(City) (State) (Zip)

Email address: ManchesterManagementLLC@gmail.com

Phone Number: 617-694-8300

Customer Account Number: 177287-64884

Address of Property for which Abatement is Requested:

558-560 Chestnut St
(Street) (Unit)
Manchester NH 03104
(City) (State) (Zip)

Billing Period: 5/9/23 thru 8/7/23

Amount of Abatement Request: \$837.25

Reason for Abatement Request: Tenant disconnected cold water hose from washing machine. When the tenant tried to reconnect the hose, it was not securely tightened, and continued to leak.

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.

N/A

N/A 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.

Michael Charloff (Signature) 8/28/23 (Date)

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

✓

Date Received: 8/31/2023

Customer Name: 103 Bay Street, LLC Account #: 177077-2218
Combine Billing

Property Address: 103 Bay Street

Reason for Request: Irrigation system leak

Service Dates: 5/15/23-8/15/23 Bill Date: 9/27/2023

Consumption: 542 ccf % Increase from Average: 1232%

Average Consumption: 44 ccf Based on: 5 year average

Difference: 498 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 498 ccf at \$ 4.25 \$ 2,116.50

Highway Recommendation: ABATE Date: 10/16/23

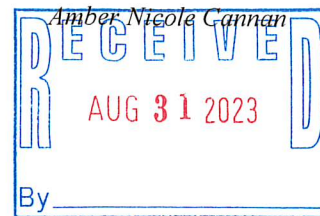
Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannon



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: 103 Bay Street, LLC c/o M&JC Property Management, LLC

Address: 480 Rt. 101, Bedford, NH 03110

(Street)

(Unit)

(City)

(State)

(Zip)

Email address: management@sellsnhre.com

Phone Number: 205-255-8338

Customer Account Number: 177077-2218

Address of Property for which Abatement is Requested:

103 Bay St., Manchester, NH 03104

(Street)

(Unit)

(City)

(State)

(Zip)

Billing Period: 5/15/23-8/15/23

Amount of Abatement Request: \$2,261.00

Reason for Abatement Request: Irrigation system leak.

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.

M&JC Property Management LLC

dotloop verified
08/24/23 8:49 AM EDT
WTSJ-5BCK-IP08-8BCS

(Date)

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

✓

Date Received: 8/31/2023

Customer Name: Divine Design, LLC Account #: 34977-24006
Combine Billing

Property Address: 308 Bartlett Street

Reason for Request: Toilet Leak

Service Dates: 1/10/23-4/10/23-7/10/23 Bill Date: 5/24/23, 8/23/23

Consumption: 370 ccf % Increase from Average: 481%

Average Consumption: 77 ccf Based on: 5 year average
Combining quarters

Difference: 293 ccf

Other Comments: _____

EPD
Recommendation: Grant - Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 293 ccf at \$ 4.25 \$ 1,245.25

Highway Recommendation: ABATE Date: 10/16/23

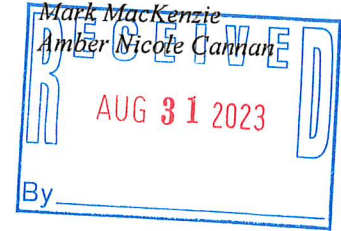
Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannon



CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Divine Design LLC

Address: 149 W State St. Ste 101
Concord (Street) NH (Unit)
(City) (State) 03301 (Zip)

Email address: Service@imperialnh.com

Phone Number: 603-257-5070

Customer Account Number: 3497724006

Address of Property for which Abatement is Requested:
308 Bartlett Street
Manchester (Street) NH (Unit)
(City) (State) 03102 (Zip)

Billing Period: 4/10/23 - 7/10/23

Amount of Abatement Request: \$437.75

Reason for Abatement Request: Toilet was running.

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)

8/15/23
(Date)

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

Date Received: 8/31/2023

Customer Name: Khan

Account #: 165021-11906
Combine Billing

Property Address: 102 Blaine Street

Reason for
Request: Toilet Leaks

Service Dates: 3/29/23-6/28/23

Bill Date: 8/9/2023

Consumption: 409 ccf

% Increase
from Average: 257%

Average
Consumption: 159 ccf

Based on: 5 year average

Difference: 250 ccf

Other Comments: _____

EPD
Recommendation: Deny - Abatement granted December 2019

Deny Jm

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

Highway
Recommendation: DENY

Date: 10/16/23

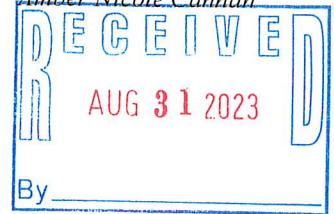
Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Mamoon Khan

Address: 1972 Grace Point road

(Street)

(Unit)

Morrisville

NC

27560

(City)

(State)

(Zip)

Email address: mamoonk@gmail.com

Phone Number: 919-523-0631

Customer Account Number: 165021-11906

Address of Property for which Abatement is Requested:

102 Blaine street

(Street)

(Unit)

Manchester

NH

03102

(City)

(State)

(Zip)

Billing Period: 3/29/23--6/28/23

Amount of Abatement Request: 2000.00

Reason for Abatement Request: Discovered 2 toilets leaking water. Issue was resolved within 2 billing cycles.

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.

NA

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.

Mamoon Khan
(Signature)

8/23/23
(Date)

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

Date Received: 8/31/2023

Customer Name: LeBrun Account #: 177433-210922
Combine Billing

Property Address: 9 Laurmand Way

Reason for Request: Outside faucet left on

Service Dates: 5/1/23-7/31/23 Bill Date: 9/13/2023

Consumption: 91 ccf % Increase from Average: 455%

Average Consumption: 20 ccf Based on: 5 year average

Difference: 71 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds 250% threshold

Approve EJM

Abatement Total: 71 ccf at \$ 4.25 \$ 301.75

Highway Recommendation: ABATE Date: 10/16/23

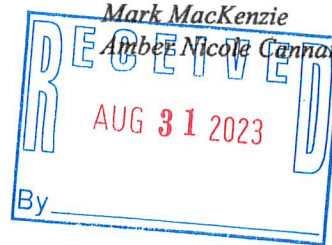
Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannon



CITY OF MANCHESTER

Sewer Fee Abatement Request Form

Name: Joseph R. LeBRUN

Address: 9 LAURMAND WAY
(Street) Manchester NH (Unit) 03104
(City) (State) (Zip)

Email address: LeBRUN73@Comcast.net

Phone Number: 603 512 2851

Customer Account Number: 177433-210922

Address of Property for which Abatement is Requested:
9 LAURMAND WAY
(Street) Manchester NH (Unit) 03104
(City) (State) (Zip)

Billing Period: 5-1-23 - 7-31-23

Amount of Abatement Request: 306.00

Reason for Abatement Request: DISCOVERED OUTSIDE FAUCET
WAS LEFT ON by someone

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)

(Date)

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

Date Received: 9/5/2023

Customer Name: 492 Wilson Street, LLC - Buettner

Account #: 206239-65860
Combine Billing

Property Address: 492-494 Wilson Street

Reason for
Request: Toilet Leaks

Service Dates: 3/20/23-6/20/23

Bill Date: 8/2/2023

Consumption: 331 ccf

% Increase
from Average: 321%

Average
Consumption: 103 ccf

Based on: 5 year average
Limited history
used previous owner

Difference: 228 ccf

Other Comments: _____

EPD
Recommendation: Grant - Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 228 ccf at \$ 4.25 \$ 969.00

Highway
Recommendation: ABATE

Date: 10/16/23

Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannon

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Jacob Buettnier

Address: 492 - 494 Wilson St

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

Email address: buettnierhomes@gmail.com

Phone Number: 774-270-4356

Customer Account Number: 206239-65860

Address of Property for which Abatement is Requested:
492 - 494 Wilson St

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

Billing Period: 3/20/23 - 6/20/23

Amount of Abatement Request: \$1,817.44

Reason for Abatement Request: Multiple toilet 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]

9/1/23
(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234
E-mail: EPD@manchesternh.gov • Website: www.manchesternh.gov

Rec'd
9/5/23
8/9/23

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

Date Received: 9/15/2023

Customer Name: Santana

Account #: 191495-12706
Combine Billing

Property Address: 20 Highland Lane

Reason for
Request: Toilet Leak

Service Dates: 6/1/23-8/31/23

Bill Date: To be billed

Consumption: 110 ccf

% Increase
from Average: 846%

Average
Consumption: 13 ccf

Based on: 15 Quarters
Limited history

Difference: 97 ccf

Other Comments: _____

EPD
Recommendation: Grant - Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 97 ccf at \$ 4.25 \$ 412.25

Highway
Recommendation: ABATE

Date: 10/16/23

Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Rec'd 9/19/23
EPD

Name: Brianna Santana

Address: 20 highland lane
(Street)
Manchester NH 03109
(City) (State) (Zip)

Email address: Briannasantana72@gmail.com

Phone Number: 9158418559

Customer Account Number: 191495-12706

Address of Property for which Abatement is Requested:
20 highland lane
(Street)
Manchester Nh 03109
(City) (State) (Zip)

Billing Period: 6-1-23 to 8-31-23
412.25

Amount of Abatement Request: _____

Reason for Abatement Request: Severe toilet leak

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)

9/14/23
(Date)

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

✓

Date Received: 9/26/2023

Customer Name: Renaissance I LP Account #: 5885-3818
Combine Billing

Property Address: 241 Cedar Street

Reason for Request: Shower valve leak and 3 toilets

Service Dates: 6/13/23-9/11/23 Bill Date: To be Billed

Consumption: 757 ccf % Increase from Average: 537%

Average Consumption: 141 ccf Based on: 5 year average

Difference: 616 ccf

Other Comments: _____

EPD Recommendation: Grant - Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 616 ccf at \$ 4.25 \$ 2,618.00

Highway Recommendation: ABATE Date: 10/16/23

Rec'd 9/26/23

Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Renaissance I, LP

Address: 241 Cedar Street Units 1F, 2F and 2R
Manchester (Street) N H (Unit)
(City) (State) 03103 (Zip)

Email address: richlapalmespm123@yahoo.com

Phone Number: 603-657-4552

Customer Account Number: #5885-3818

Address of Property for which Abatement is Requested:
241 Cedar Street 241-1F, 241-2R and 241-2F
Manchester (Street) N H (Unit)
(City) (State) 03101 (Zip)

Billing Period: 06/13/23 to 09/11/23

Amount of Abatement Request: \$2,528.75

Reason for Abatement Request: Shower valve leak. The 3 toilets 241-1F, 241-2R and 241-2F.

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)

(Date)

300 Winston Street • Manchester, New Hampshire 03103 • (603) 624-6595 • FAX: (603) 628-6234
E-mail: EPD@manchesternh.gov • Website: www.manchesternh.gov

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

✓

Date Received: 10/2/2023

Customer Name: Hathway Account #: 176205-68040
Combine Billing

Property Address: 4 West Elmhurst Avenue

Reason for Request: Toilet Leak

Service Dates: 6/20/23-9/19/23 Bill Date: To be billed

Consumption: 144 ccf % Increase from Average: 306%

Average Consumption: 47 ccf Based on: 5 year average

Difference: 97 ccf

Other Comments: _____

EPD
Recommendation: Grant - Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 97 ccf at \$ 4.25 \$ 412.25

Highway Recommendation: ABATE Date: 10/16/23

Rec'd 10/2/23
EPD

Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: J. Eric Hathway

Address: 580 Starlit Way
Myrtle Beach SC 29579
(City) (State) (Zip)

Email address: Eric@HathwayProperties.com

Phone Number: 617 959 4427

Customer Account Number: 176205-68040

Address of Property for which Abatement is Requested:
4 West Elmhurst AKA 265 South Elm St 1
Manchester NH 03103
(City) (State) (Zip)

Billing Period: June 20th, 2023 - September 19th, 2023

Amount of Abatement Request: \$ 446.25

Reason for Abatement Request: Constantly 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.

(Signature) J. Eric Hathway (Date) 10/2/2023

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

Date Received: 10/5/2023

Customer Name: Lawlor Account #: 201481-3012
Combine Billing

Property Address: 23 Ashland St

Reason for Request: Plumbing leaks

Service Dates: 5/22/23 - 8/21/23 Bill Date: 10/4/2023

Consumption: 230 ccf % Increase from Average: 657%

Average Consumption: 35 ccf Based on: 5 year average
limited history
used prior owner

Difference: 195 ccf

Other Comments: _____

EPD
Recommendation: Grant - Abatement exceeds 250% threshold

_____ *Approved Jm*

Abatement Total: 195 ccf at \$ 4.25 \$ 828.75

Highway Recommendation: ABATE Date: 10/16/23

Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

Rec'd 10/5/23
EPD

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Name: Brendan Lawlor

Address: 30 Digital Drive

Unit 111

Nashua

(Street)

NH

(State)

03062

(Unit)

(Zip)

Email address: blawlor@nefinish.com

Phone Number: 603-401-8307

Customer Account Number: 201481-3012

Address of Property for which Abatement is Requested:

23 Ashland St

#2

(Street)

NH

(State)

03104

(Unit)

(Zip)

Billing Period: 5-22-23 to 8-21-23

Amount of Abatement Request: \$816 + Repair if possible? \$148= \$964 total

Reason for Abatement Request: The shower was leaking, and tenant didnt notify managemen company

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.

Brendan Lawlor
(Signature)

10-4-23
(Date)

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

Date Received: 10/5/2023

Customer Name: RayMax LLC Account #: 171971-7852
Combine Billing

Property Address: 84 Ash St

Reason for Request: Plumbing leaks

Service Dates: 2/21/23 - 5/22/23 - 8/21/23 Bill Date: 7/4/23 & 10/4/23

Consumption: 528 ccf % Increase from Average: 298%

Average Consumption: 177 ccf Based on: 5 year average

Difference: 351 ccf

Other Comments: abate for 2 quarters as prior quarter was an estimated reading

EPD Recommendation: Grant - Abatement exceeds 250% threshold

Approved Jm

Abatement Total: 351 ccf at \$ 4.25 \$ 1,491.75

Highway Recommendation: ABATE Date: 10/16/23

Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan

CITY OF MANCHESTER
Sewer Fee Abatement Request Form

Rec'd 10/10/23
EPD

Name: RayMax LLC

Address: 376 Prescott St, Unit #2
Manchester, NH 03103
(City) (State) (Zip)

Email address: nguyennh80@yahoo.com

Phone Number: 603-264-5155

Customer Account Number: 171971-7852

Address of Property for which Abatement is Requested:

84 Ash Street
Manchester, NH 03104
(City) (State) (Zip)

Billing Period: 5/22/23 to 8/21/2023

Amount of Abatement Request: \$1,304.75

Reason for Abatement Request: 1 toilet leaking/running constantly &
one hot water heater was leaking. We fixed everything
already. Please see some images & repair receipts.

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.

The hot water heater is in the basement where it's half dirt
& half cement.

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)

9/25/2023
(Date)

Anna J. Thomas, MPH
Public Health Director

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



BOARD OF HEALTH
Reverend Richard D. Clegg
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Jenn Wyman, BSN, RN

CITY OF MANCHESTER
Health Department

To: Alderman Will Stewart
Chairman, CIP Committee

From: Anna Thomas, MPH
Public Health Director

Date: October 19, 2023

RE: Oral Health Program

The Health Department will be receiving funding in the amount of \$4,796.04 from JSI Research & Training to support the school-based, dental program serving students in grades K-8th who are enrolled in the Manchester School District. Additional funds will be coming, but for now they are reimbursing us for the purchase of supplies to cover the costs associated with the start of the school year.

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.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Four Thousand Seven Hundred Ninety Six Dollars and Four Cents (\$4,796.04) for the FY2024 CIP 212124 Oral Health 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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 funding in the amount of \$4,796.04 from JSI Research and Training to provide funding to FY2024 CIP 212124 Oral Health Program.

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY 2024 CIP 212124 Oral Health Program - \$4,796.04 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 212124

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Oral Health Program

Amending Resolution: 12/5/2023

Administering Department: Health Department

Revision:

Project Description:

To support the school-based, dental program serving students in grades K-8th who are enrolled in Manchester School District.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

9/01/2023

2. Project Completion

6/30/2024

3.

4.

5.

Line Item Budget

STATE

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

\$4,796.04

\$0.00

\$0.00

\$4,796.04

TOTAL**\$4,796.04****\$0.00****\$0.00****\$4,796.04****Revisions:****Comments:**

Funding in the amount of \$4796.04 from JSI Research & Training

FIXED PRICE SUBCONTRACT # SFY2024-MANCHESTER

Between

JSI RESEARCH & TRAINING INSTITUTE, INC. (JSI)

and

MANCHESTER HEALTH DEPARTMENT

PRIME CONTRACTOR INFORMATION	
NAME	JSI RESEARCH & TRAINING INSTITUTE, INC. (JSI)
ADDRESS	501 South Street, 2 nd Floor Bow, NH 03304
JSI ACTIVITY MANAGER	Debbie Love Contracts & Procurement Manager 603 573 3310 Debbie_love@jsi.com

SUBCONTRACTOR INFORMATION	
NAME	Manchester Health Department
ADDRESS	1528 Elm Street
POINT OF CONTACT NAME & TITLE	Manchester, NH 03101
UNIQUE ENTITY IDENTIFIER (UEI)	n/a

PRIME AGREEMENT INFORMATION	
PROJECT NAME	Oral Health Promotional Partner SFY2024
JSI PROJECT NUMBER	37534
PRIME AGREEMENT NUMBER	VC161611-B001
FUNDING SOURCE	NH Dept. of Health & Human Services, Oral Health Program (OHP)

SUBCONTRACT INFORMATION	
PERIOD OF PERFORMANCE	<i>Start Date: 10/01/2023</i> <i>End Date: 06/30/2024</i>
PLACE OF PERFORMANCE	New Hampshire
TOTAL FIXED PRICE	\$4,796.04

1. PURPOSE

This subcontract is entered into between JSI RESEARCH & TRAINING INSTITUTE, INC. (JSI) and Manchester Health Department ("Subcontractor") for the purpose of purchasing dental supplies to support the work of the Subcontractor in schools. In support of this project, the Subcontractor will provide JSI with the services specified in Attachment A - Scope of Work & Deliverables.

2. SUBCONTRACT TYPE

This is a firm fixed-price contract. The Prices (Unit Prices and Subcontract Price) specified in this subcontract are firm, fixed, all-inclusive total prices covering performance of all of Subcontractor's obligations under the subcontract. For the consideration set forth in Section 3, the Subcontractor shall complete the work and provide the deliverables or outputs specified in Attachment A, and comply with all subcontract requirements.

3. SUBCONTRACT PRICE

- (a) The Total Subcontract Fixed Price for the performance of this award is \$4,796.04
- (b) JSI will also have no obligation to pay any amounts that exceed the fixed price of this subcontract or to reimburse for any expenses not authorized by this subcontract. The Total Subcontract Price shall constitute the maximum ceiling for JSI's liability to Subcontractor for any and all reasons whatsoever in connection with or resulting from the subcontract.

4. JSI ACTIVITY MANAGER

All technical or administrative questions related to this agreement should be directed to the JSI Activity Manager listed above. All deliverables, reports, invoices and other documentation required under this agreement must be submitted to the JSI Activity Manager.

5. PAYMENT TERMS

Advance payments shall be made to the Subcontractor, as requested, upon receipt of an advance request from the Subcontractor and pro-forma invoice/quotation for the amount requested and supplies authorized under Attachment A. Upon review and approval by JSI, JSI will issue an advance payment of 50% of the approved amount from the advance request and pro-forma invoice/quotation. Within 5 business days of receipt and payment of supplies by the Subcontractor, the Subcontractor will provide JSI with a Goods Received Note and invoice for the purchased supplies, along with a financial report reconciling the advance funds against the liquidated expenditures. Any unliquidated portion of the advance shall be promptly paid back to JSI within 5 business days, or carried over and used for the subsequent advance request (if applicable). Any expenditures in excess of the advance request shall be paid to the Subcontractor by JSI within 30 days of being submitted by the JSI Activity Manager to JSI's Accounts Payable Department.

- (a) JSI will have no obligation to issue payment when the required documentation listed above is incomplete or submitted more than 60 days after the end date of this subcontract.

6. INSPECTION AND ACCEPTANCE

The Subcontractor shall tender for acceptance only services that conform to the requirements of this subcontract. JSI reserves the right to inspect deliverables and confirm the performance or results of any services that have been tendered for acceptance. JSI may require re-performance of nonconforming services at no increase in the subcontract price. JSI must exercise its post acceptance rights within a reasonable period of time after the defect was discovered or should have been discovered. JSI has unilateral authority to determine if the performance results have been met.

7. WARRANTY

Subcontractor warrants that the work performed under this subcontract shall: (i) satisfy all performance and quality requirements in this subcontract; (ii) be performed in a professional workman-like manner; (iii) be performed in accordance with all applicable federal and state laws, rules and regulations; and (iv) not infringe or violate any trade secret, copyright, trademark, patent or any other proprietary right of any third party.

8. TERMINATION AND STOP WORK

- (a) Termination for Convenience: JSI reserves the right to terminate this subcontract in whole or in part for its sole convenience. In the event of such termination, the Subcontractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this subcontract, the Subcontractor shall be paid a percentage of the subcontract price reflecting the percentage of the work performed prior to the termination, plus reasonable charges Subcontractor can demonstrate to JSI's satisfaction using its standard record keeping system, have resulted from the termination. Subcontractor will not be paid for any work performed or cost incurred which reasonably could have been avoided.
- (b) Termination for Cause: JSI reserves the right to terminate this subcontract, or any part, for cause in the event of any default or commission of a material breach of this subcontract which is not cured within sixty (60) days after the Subcontractor receives notice or if the Subcontractor becomes insolvent or bankrupt. In the event of termination for cause, JSI shall not be liable for any amount of supplies or services not accepted, and the Subcontractor shall be liable to JSI for any and all rights and remedies provided by law.
- (c) Stop Work Order: JSI may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this subcontract. Upon receipt of such order the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days (or any extension agreed to by the parties) JSI shall either cancel the stop work order or terminate the work covered by the order. If a stop-work order under this clause is canceled or the period of the order expires, the Subcontractor shall resume work at the direction of JSI.

9. AUDIT AND ACCESS TO RECORDS

JSI, the Funding Source, the Comptroller General of the United States, or an authorized representative thereof, shall have the right to inspect, upon reasonable advance notice and during normal business hours, Subcontractor's physical facilities, all aspects of the work performed under this subcontract, and all books, records, and documents of any kind pertaining to the subcontract. Subcontractor agrees to provide copies of any records, receipts, accounts or other documentation in a timely fashion as reasonably requested.

10. DISPUTES

- (a) In the event of any claims or disputes arising from or relating to this subcontract, the parties shall use their best efforts to settle the claims or disputes. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they fail to reach such a solution within sixty (60) days of the first meeting, the parties may continue to negotiate or commence suit to enforce this Subcontract. The Subcontractor will proceed with performance of this Subcontract pending final resolution of any claim.

- (b) The parties hereby consent to the exclusive jurisdiction of, and venue in, the courts of the Commonwealth of Massachusetts and the federal courts of the United States of America located in Boston, Massachusetts.

11. INDEPENDENT CONTRACTOR

The Subcontractor agrees that it will act as an independent contractor in the performance of its duties under this subcontract and not as an agent or employee of JSI or Funding Source. No joint venture, partnership or agent relationship is intended or inferred and there is no grant of right or authority to assume or create an obligation or responsibility on behalf of JSI or the Funding Source.

12. NON -ASSIGNMENT AND LOWER-TIER SUBCONTRACTING

- (a) Neither party shall transfer or assign rights or interests under this subcontract or delegate any duties hereunder without the written consent of the other.
- (b) The Subcontractor shall not further subcontract its responsibilities or any substantial part thereof, without prior written consent of the JSI Activity manager. The Subcontractor shall not subcontract with any person or entity to which JSI raises a reasonable objection. The Subcontractor shall require that all lower-tier subcontractors be bound by all applicable terms of this subcontract.

13. RIGHTS IN DATA/WORK PRODUCT

- (a) Ownership of Work Product. All materials, including, but not limited to, software, programs, source code and object code, comments to the source or object code, specifications, documents, instructions, abstracts and summaries thereof (collectively, the "Work Product") developed by Subcontractor pursuant to this subcontract, either alone or jointly with others, shall belong exclusively to JSI.
- (1) Work-for-Hire. To the extent permissible under applicable law, Work Product will be considered work made for hire pursuant to the U.S. Copyright Act, 17 U.S.C. §§ 101 et seq.
- (2) Assignment. To the extent, if any, that JSI does not own full right, title and interest in and to the Work Product pursuant to Subsection (a)(1) above, Subcontractor hereby assigns to JSI all of his/her ownership, right, title, and interest in and to all Work Product.
- (b) Preexisting Assets. Subject to the below license, Subcontractor retains ownership of any component of the Work Product created by the Subcontractor prior to or independently of this subcontract. Subcontractor will disclose any Preexisting Assets, including source code and tools, he/she intends to use or incorporate into the Work Product.
- (1) In the event that preexisting source code is required for proper review, maintenance, functionality or enhancement of the Work Product, Consultant agrees to provide such preexisting source code subject to the below license.
- (2) License: Subcontractor hereby grants JSI a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, and use the Preexisting Assets with the right to sublicense each and every such right; provided JSI may not reproduce, distribute, use, or sublicense Preexisting Assets other than as components of the Work Product.
- (3) If the Subcontractor does not disclose any Preexisting Assets, Subcontractor warrants that no Preexisting Assets will be included as components of the Work Product.

14. DISSEMINATION/PUBLICATION

The Subcontractor agrees not to publish or disseminate any information relating to or resulting from any stage of any work outlined in this subcontract at any time without prior written approval from JSI. The Subcontractor further agrees not to use such information in any manner other than in furtherance of this subcontract and performance of its obligations hereunder.

15. CONFIDENTIAL INFORMATION

- (a) Each Party shall exercise the same degree of care to avoid the disclosure, publication or dissemination of the other Party's Confidential Information as it affords to its own Confidential Information of a similar nature which it desires not to be disclosed, published or disseminated. Confidential Information disclosed under the subcontract shall only be used by the receiving Party in the furtherance of the subcontract and the performance of its obligations hereunder.
- (b) "Confidential Information" means any information, technical data, financial data, business data, or know-how disclosed by the disclosing party to the other party either directly or indirectly in any form whatsoever: (a) that has been marked by the disclosing party as "confidential"; (b) whose confidential nature has been made known by disclosing party to the other party, in writing or orally (with specific written notification of such oral disclosure within three (3) days thereafter); or (c) that due to its character, nature, or method of transmittal, a reasonable person under like circumstances would treat as confidential.
- (c) "Confidential Information" shall not include, however, information that is:
 - (1) In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party;
 - (2) Known to the receiving party at the time of disclosure without restrictions on its use or independently developed by the receiving party, and there is adequate documentation to demonstrate either condition;
 - (3) Used or disclosed with the prior written approval of the disclosing party; or
 - (4) Disclosed without restriction to the receiving party from a source other than the disclosing party.
- (d) This clause shall not be construed to prohibit or otherwise restrict either party from lawfully reporting fraud, conflicts of interest, bribery, gratuity violations, waste, or abuse.

16. PROTECTED INFORMATION

Subcontractor shall not disclose, reveal, or publish any protected information (including personally identifiable, protected health or third-party confidential information) gathered during performance of this Subcontract to any persons, firms, or organizations (including JSI and the Donor) without first obtaining all necessary consents to disclose such information.

17. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for disbarment, excluded or otherwise disqualified from participation in this transaction by any U.S. Federal Government department or agency, and is not delinquent on any State or Federal tax.

18. COMPLIANCE WITH U.S. SANCTIONS

The Subcontractor represents that: 1) it and, to the best of its knowledge, its owners, principals, and affiliates are not subject to economic sanctions administered by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, and; 2) except as authorized by OFAC, it shall not acquire, for use in the performance of this subcontract, any supplies or services from countries, persons, or

organizations subject to OFAC sanctions. Entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

19. IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING

The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. This includes individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: <https://scsanctions.un.org/search/>). It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws.

20. CODE OF CONDUCT AND MANDATORY DISCLOSURES

- (a) JSI is committed to high standards of ethics and integrity and expects the same from its partners. Subcontractor shall conduct itself in an ethical manner and in compliance with applicable laws. This includes exercising due diligence to prevent and detect fraud, and other criminal or unethical conduct.
- (b) Subcontractor certifies that no actual or potential conflict of interest exists that would conflict in any manner or degree with the performance of its obligations under this subcontract. The Subcontractor must disclose to JSI any actual or potential conflicts of interest that currently exists or that arises during performance.
- (c) Subcontractor will not offer or accept money, gifts, or other things of value directly or indirectly for the purpose of improperly influencing any act or decision relating to this subcontract. Subcontractor certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any agency, Member of Congress, or employee or officer thereof on its behalf in connection with the awarding of this subcontract. Subcontractor shall not use any of the funds provided under this subcontract to support lobbying activities or otherwise support attempts to influence local, state, federal, or foreign elections or legislation.
- (d) Subcontractor shall not exclude, deny benefits to, or otherwise discriminate against any of the intended beneficiaries of the program on the basis of race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. This provision does not limit Subcontractor's ability to target activities to certain populations as expressly stated in this subcontract.
- (e) JSI has zero tolerance for human trafficking, any form of sexual exploitation or abuse, as well as any form of child abuse, exploitation or neglect. That zero tolerance extends to the actions of its business partners and their employees.
 - (1) JSI's Anti-Trafficking Policy is incorporated into this subcontract. This policy prohibits Subcontractor and its employees, subcontractors, and subcontractor employees from engaging in trafficking in persons, procurement of commercial sex acts, use of forced labor, and other acts that directly support or advance trafficking in persons. This policy also requires that Subcontractor immediately report to JSI any information obtained that alleges that any employee, subcontractor, or subcontractor employee has engaged in trafficking in persons, procured commercial sex acts, or used forced labor in the performance of this subcontract. By signing this subcontract, the Subcontractor confirms that the Subcontractor

has read, understands and agrees to comply with the JSI/WEI Anti-Trafficking Policy posted at <http://www.jsi.com/anti-trafficking-policy>.

- (2) JSI's Child Safeguarding Standards of Behavior are incorporated into this subcontract. Subcontractor agrees to comply with these standards and to prohibit its personnel, second tier subcontractors, and other agents from engaging in child abuse, exploitation or neglect. Subcontractor further agrees to comply with applicable local and international child welfare standards and/or laws. Subcontractor must immediately report to JSI any credible allegations of child abuse, exploitation or neglect related to this subcontract. JSI's Child Safeguarding Standards of Behavior are included in JSI's Child Safeguarding Policy posted at <https://www.jsi.com/child-safeguarding-policy/>.
- (3) Subcontractor agrees it will ensure that its employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the [UN Secretary-General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse \(ST/SGB/2003/13\)](#). This prohibits Subcontractor employees from engaging in sexual exploitation or abuse including the exchange of money, employment, goods or services for sex, including sexual favors, or other forms of humiliating, degrading or exploitative behavior. Subcontractor must immediately report to JSI any credible allegations of sexual exploitation or abuse related to this subcontract.
- (4) Subcontractor is responsible for maintaining procedures to prevent and address violations of these anti-trafficking, child safeguarding, and protection from sexual exploitation and abuse requirements. Subcontractor's violation of these policies may result in termination of the subcontract, along with additional action as required (e.g. referral to appropriate authorities or funder).
- (f) In addition to the other reporting requirements of this clause, Subcontractor must disclose to JSI, in a timely manner, any credible evidence received that alleges fraud, conflict of interest, bribery, gratuity violations, or discrimination potentially affecting this subcontract or the prime contract. Subcontractor shall not discharge, demote, or otherwise discriminate against any employee as a reprisal for the employee making any disclosures under this provision to JSI, a Member of Congress, or an authorized official of a Federal agency.
- (g) Subcontractor must submit the mandatory disclosures or reports required by this clause to the JSI Code of Conduct Helpline via telephone number 1-855-715-2899 or online at www.jsi.ethicspoint.com.

21. COMPLIANCE WITH LAWS

Subcontractor certifies that its employees are authorized to work in the US under US law. Subcontractor explicitly warrants that it is in compliance with all applicable Federal, state and local laws, as amended, including, as applicable, 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled veterans, and veterans of the Vietnam era, and employment of the handicapped.

22. INDEMNIFICATION

Subcontractor shall indemnify and hold JSI harmless from any claim, suit, loss, damage, cost or expenses (including reasonable attorneys' fees) arising out of or in connection with the Subcontractor's negligence, willful misconduct, breach of this subcontract, or other legal wrongdoing in any way connected with activities under this subcontract.

23. INSURANCE

The Subcontractor shall maintain insurance coverage adequate for the activities, risks and potential omissions under this subcontract in accordance with generally-accepted industry standards and as required by law.

24. FORCE MAJEURE

Neither party shall be liable in damages for any default in performing hereunder if such default is caused by a force majeure event, including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

25. GENERAL

Governing Law. This subcontract shall be interpreted in accordance with the substantive law of the Commonwealth of Massachusetts.

Entire Agreement; Amendments. This subcontract constitutes the entire understanding between the parties with respect to the subject matter of this subcontract. Any amendment or modification to this subcontract must be in writing and signed by both parties.

Waiver: Either party's failure to enforce any provision of this subcontract shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each and every other provision of this subcontract.

Severability. If any part, term or provision of this subcontract is held void, illegal or unenforceable for any reason, the validity of the remainder of this subcontract shall not be affected and all other terms and provisions remain in full force and effect.

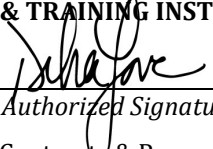
Notices. All notices required under this subcontract shall be sufficient if in writing and personally delivered, mailed return receipt requested, sent by courier, or sent by email with confirmation of receipt to the Representatives listed on page one.

26. ACCEPTANCE:

This subcontract will become effective when signed by both parties. The date of this subcontract will be the date this subcontract is signed by the last party to sign it.

JSI RESEARCH & TRAINING INSTITUTE, INC. (JSI)

MANCHESTER HEALTH DEPARTMENT


Authorized Signature

Authorized Signature

Debbie Love, Contracts & Procurement Manager

Amy Bligh, Community Program Coordinator

Printed Name & Title

Printed Name & Title

October 1, 2023

Date

Date

Attachments:

- A. Scope of Work & Deliverables
- B. Financial Reporting Template

ATTACHMENT A – SCOPE OF WORK

1. SCOPE OF WORK

The Subcontractor shall perform the following services in accordance with the terms and conditions set forth in this subcontract:

Purchasing of supplies to cover costs associated with the start of the school year. Supplies shall be used by the Subcontractor to provide dental screenings during school visits.

Supplies include: fluoride varnish, Silver Diamine Fluoride, Glass Ionomer, disposable materials such as 2x2s, mirrors, patient bibs, micro brushes, dappen dishes, protective equipment (masks, gowns, and gloves) and costs to print consent forms.

ATTACHMENT B – FINANCIAL REPORT TEMPLATE

Please use the following template to accompany all scanned receipts of purchases made using NH DHHS, Oral Health Program funding.

Date of Purchase	Location of Purchase	Quantity	Item Description	Cost	BALANCE REMAINING	RECEIPT ATTACHED?
					\$1,735.63	
1/1/2024	Amazon	100 of each	Masks, Gowns, latex Gloves	\$427.00	\$1,308.63	

ORAL HEALTH FINANCIAL EXPENSE REPORT

(copy this table into email to accompany all scanned receipts of purchases)

Anna J. Thomas, MPH
Public Health Director

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



CITY OF MANCHESTER
Health Department

BOARD OF HEALTH
Reverend Richard D. Clegg
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Jenn Wyman, BSN, RN

To: Alderman Will Stewart
Chairman, CIP Committee

From: Anna Thomas, MPH
Public Health Director

Date: October 31, 2023

RE: Oral Health Program – Medicaid Reimbursements

The Manchester Health Department School Based Oral Health Program has expanded into a full-service dental program, providing diagnostics, preventive services and education to low-income children without a dentist at Manchester public schools. This care is provided by a public health dental hygienist & a public health dental assistant on the mobile dental van during school hours, and when billable, Medicaid reimbursement is processed.

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.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Fifty Thousand Dollars (\$50,000) for the FY2024 CIP 212224 School Based Dental Program - Medicaid.”

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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 funding in the amount of \$50,000 from The New Hampshire Medicaid Program to provide funding to FY2024 CIP 212224 School Based Dental Program - Medicaid.

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY 2024 CIP 212224 School Based Dental Program - Medicaid - \$50,000 OTHER

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 212224

Project Year: 2024

CIP Resolution: 6/6/2023

Title: School Based Dental Program - Medicaid

Amending Resolution: 12/5/2023

Administering Department: Health Department

Revision:

Project Description:

The Manchester Health Department School Based Oral Health Program has expanded into a full-service dental program, providing diagnostics, preventive services and education to low-income children without a dentist at Manchester public schools. This care is provided by a public health dental hygienist & a public health dental assistant on the mobile dental van during school hours, and when billable, Medicaid reimbursement is processed.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

09/01/2023

2. Project Completion

12/31/2024

3.

4.

5.

12/31/2024

Line Item Budget

OTHER

Salaries and Wages

\$23,759.00

\$0.00

\$0.00

\$23,759.00

Fringes

\$14,500.00

\$0.00

\$0.00

\$14,500.00

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

\$11,741.00

\$0.00

\$0.00

\$11,741.00

TOTAL**\$50,000.00****\$0.00****\$0.00****\$50,000.00****Revisions:****Comments:**

Funding \$50,000 From NH Medicaid

Anna J. Thomas, MPH
Public Health Director

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



CITY OF MANCHESTER
Health Department

BOARD OF HEALTH
Reverend Richard D. Clegg
Elizabeth Sailhamer Soukup, M.D., M.M.Sc.
Jenn Wyman, BSN, RN

To: Alderman Will Stewart
Chairman, CIP Committee

From: Anna Thomas, MPH
Public Health Director

Date: November 6, 2023

RE: New Funding – Continuation of State Infectious Disease

The Health Department will be receiving additional funding in the amount of \$1,134,000 from the State of NH Department of Health and Human Services for the continuation of Infectious Disease programs. This funding is available through December 31, 2028.

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.

We are also requesting that it be reported out at the Board of Mayor and Aldermen meeting on the same night.

We thank the Committee for their consideration.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of One Million One Hundred Thirty Four Thousand Dollars (\$1,134,000) for the FY2024 CIP 212324 STD/HIV Prevention, FY2024 212424 Lead Poisoning, FY2024 CIP 212524 TB Prevention, FY2024 CIP 212624 Immunization Grant and FY2024 CIP 212724 COVID 19 Immunization.”

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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 funds in the amount of \$1,134,000 from the State of New Hampshire Department of Health and Human Services to provide funding to FY2024 CIP 212324 STD/HIV Prevention, FY2024 212424 Lead Poisoning, FY2024 CIP 212524 TB Prevention, FY2024 CIP 212624 Immunization Grant and FY2024 CIP 212724 COVID 19 Immunization;

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY 2024 CIP 212324 STD/HIV Prevention - \$464,000 STATE

FY 2024 CIP 212424 Lead Poisoning - \$160,000 STATE

FY 2024 CIP 212524 TB Prevention - \$140,000 STATE

FY 2024 CIP 212624 Immunization Grant - \$360,000 STATE

FY 2024 CIP 212724 COVID19 Immunization - \$10,000 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 212324

Project Year: 2024

CIP Resolution: 6/6/2023

Title: STD/HIV Prevention

Amending Resolution: 12/5/2023

Administering Department: Health Department

Revision:

Project Description:

The Manchester Health Department provided concurrent, fully integrated STD/HIV Clinical Services since 1986 until funding ceased as of July 2011. Funding was re-established as of July 1, 2012 for HIV and Hepatitis C counseling, testing and referral and STD testing and treatment for identified target populations.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Program Initiation	01/01/2024
2.	Program Completion	12/31/2027
3.		
4.		
5.		
		12/31/2027

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$213,715.00	\$0.00	\$0.00	\$213,715.00
Fringes	\$77,147.00	\$0.00	\$0.00	\$77,147.00
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	\$173,138.00	\$0.00	\$0.00	\$173,138.00
TOTAL	\$464,000.00	\$0.00	\$0.00	\$464,000.00

Revisions:**Comments:**

Funding in the amount of \$464,000 from NH Dept. of Health and Human Services 12-5-23.

CIP BUDGET AUTHORIZATION

CIP#:	212424	Project Year:	2024	CIP Resolution:	6/6/2023
Title:	Lead Poisoning			Amending Resolution:	12/5/2023
Administering Department	Health Department			Revision:	

Project Description: The City of Manchester is considered to be a high risk community for lead poisoning due to an abundance of pre-1950 housing. Lead may be found in dust, paint chips and in soil surrounding older buildings. Since 1993 the Manchester Health Department has had a lead case management program. A Community Health Nurse provides case management services for all children identified with blood levels of 7.5 mcg/dl or higher. The case manager coordinates medical and environmental interventions, provides home visits to assess the child and environment, provides education on prevention, assures follow-up screening and provides referrals, if needed.

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

Critical Events

1.	Program Initiation	01/01/2024
2.	Program Completion	12/31/2027
3.		
4.		
5.		
		12/31/2027

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$129,056.00	\$0.00	\$0.00	\$129,056.00
Fringes	\$20,880.00	\$0.00	\$0.00	\$20,880.00
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	\$10,064.00	\$0.00	\$0.00	\$10,064.00
TOTAL	\$160,000.00	\$0.00	\$0.00	\$160,000.00

Revisions:

Comments: Funding in the amount of \$160,000 from NH Dept. of Health and Human Services 12-5-23.

Planning Department/Startup Form - 07/1/20

\$160,000.00

CIP BUDGET AUTHORIZATION

CIP#: 212524

Project Year: 2024

CIP Resolution: 6/6/2023

Title: TB Prevention

Amending Resolution: 12/5/2023

Administering Department: Health Department

Revision:

Project Description:

The Manchester Health Department provides tuberculin skin testing and TSPOT TB testing for the general public and for all newly arrived refugees.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Program Initiation

01/01/2024

2. Program Completion

12/31/2027

3.

4.

5.

12/31/2027

Line Item Budget

STATE

TOTAL

Salaries and Wages

\$101,308.00

\$0.00

\$0.00

\$101,308.00

Fringes

\$19,290.00

\$0.00

\$0.00

\$19,290.00

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

\$19,402.00

\$0.00

\$0.00

\$19,402.00

TOTAL**\$140,000.00****\$0.00****\$0.00****\$140,000.00****Revisions:****Comments:**

Funding in the amount of \$140,000 from NH Dept. of Health and Human Services 12-5-23.

CIP BUDGET AUTHORIZATION

CIP#: 212624

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Immunization Grant

Amending Resolution: 12/5/2023

Administering Department: Health Department

Revision:

Project Description:

Funding from the NH Department of Health and Human Services will enable the Manchester Health Department to provide an array of services to increase immunization rates for children, adolescents and adults through vaccination and education.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Program Initiation	01/01/2024
2.	Program Completion	12/31/2027
3.		
4.		
5.		
		12/31/2027

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$263,200.00	\$0.00	\$0.00	\$263,200.00
Fringes	\$56,697.00	\$0.00	\$0.00	\$56,697.00
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	\$40,103.00	\$0.00	\$0.00	\$40,103.00
TOTAL	\$360,000.00	\$0.00	\$0.00	\$360,000.00

Revisions:**Comments:**

Funding in the amount of \$360,000 from NH Dept. of Health and Human Services 12-5-23.

CIP BUDGET AUTHORIZATION

CIP#: 212724

Project Year: 2024

CIP Resolution: 6/6/2023

Title: COVID19 Immunization

Amending Resolution: 12/5/2023

Administering Department: Health Department

Revision:

Project Description:

To develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach and partnership in the target populations. Collaborate with community liaison collaborators to increase the knowledge of COVID-19 vaccinations among the target populations.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Program Initiation	01/01/2024
2.	Program Completion	6/30/2024
3.		
4.		
5.		
		6/30/2024

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Fringes	\$1,558.00	\$0.00	\$0.00	\$1,558.00
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	\$3,442.00	\$0.00	\$0.00	\$3,442.00
TOTAL	\$10,000.00	\$0.00	\$0.00	\$10,000.00

Revisions:**Comments:**

Funding in the amount of \$10,000 from NH Dept. of Health and Human Services 12-5-23.

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Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on January 1, 2024, upon Governor and Council approval. ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide the following services in this Agreement:
 - 1.1.1. Tuberculosis prevention and control services;
 - 1.1.2. Immunizations;
 - 1.1.3. COVID-19 vaccine engagement strategies;
 - 1.1.4. Sexually Transmitted Disease/Infection (STD/STI), Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) clinical services, and HIV/HCV priority testing; and
 - 1.1.5. Lead Poisoning Care Coordination and Case Management.
- 1.2. The Contractor must ensure Tuberculosis prevention and control services, immunizations, COVID-19 vaccine engagement strategies, Sexually Transmitted Disease/Infection (STD/STI), Human Immunodeficiency Virus (HIV) and Hepatitis C Virus (HCV) clinical services, and HIV/HCV priority testing, are available in the City of Manchester, NH.
- 1.3. The Contractor must ensure services for lead poisoning care, coordination and case management are available in the City of Manchester, and the towns of Auburn, Goffstown, and Pinardville.
- 1.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours means Monday through Friday from 8am to 4pm.
- 1.6. Provisions Applicable to All Services:
 - 1.6.1. The Contractor must ensure a team or person authorized by the Department periodically reviews the Contractor's systems of governance, administration, data collection and submission process, clinical, and financial management to ensure systems are adequate to provide contracted services.
 - 1.6.2. The Contractor must ensure that on-site reviews include client record reviews to measure compliance with this Agreement.
 - 1.6.3. On-site reviews may be waived or abbreviated at the discretion of the Department.
 - 1.6.4. Notwithstanding Paragraphs 8 and 9 in the General Provisions Form P-37, the Contractor may be subject to a Corrective Action Plan (CAP) for failure to meet performance measures or reporting requirements.

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1.7. Tuberculosis

- 1.7.1. The Contractor must provide Tuberculosis (TB) prevention and control services.
- 1.7.2. The Contractor must ensure services align with the three (3) key national priorities for TB services, which are:
 - 1.7.2.1. Prompt identification and treatment of active TB disease;
 - 1.7.2.2. Identification, testing, and treatment of individuals who have been exposed to active disease and targeted testing; and
 - 1.7.2.3. Screening, testing, and treatment of identified persons or populations at high risk for latent TB infection (LTBI).
- 1.7.3. Evaluation refers to a visit or telephone encounter with a public health nurse; and if needed, referral for the following services, which includes, but is not limited to:
 - 1.7.3.1. Collection and testing of sputas, as applicable;
 - 1.7.3.2. Planting and reading a TST or drawing an IGRA; and
 - 1.7.3.3. Medical evaluation to include a chest x-ray as indicated by provider.
- 1.7.4. The Department TB/Refugee Health Coordinator is responsible for providing a process guide to ensure consistent application of appropriate steps in the evaluation process, as defined in Section 1.7.3, above.
- 1.7.5. Required Tuberculosis Activities and Deliverables
 - 1.7.5.1. Case Management Activities
 - 1.7.5.1.1. The Contractor must provide case management for individuals with active Tuberculosis (TB) and High Risk Latent Tuberculosis Infection (LTBI), such as contacts to an active case or Class B1 arrivals, until an appropriate treatment regimen is completed. The Contractor must:
 - 1.7.5.1.1.1. Monitor for adherence and adverse reactions to the prescribed treatment by visiting clients monthly, at a minimum.

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- 1.7.5.1.1.2. Supervise isolation of individuals with infectious TB disease when ordered by the Department.
 - 1.7.5.1.1.3. Ensure an isolate is received by the NH PHL from the reference lab which conducted the testing if TB testing is not conducted through the New Hampshire Public Health Lab (NH PHL).
 - 1.7.5.1.1.4. Conduct contact investigations within ten (10) business days of initiating case management services to identify all exposed individuals.
 - 1.7.5.1.1.5. Arrange for tuberculin skin testing (TST) or Interferon Gamma Release Assay (IGRA) testing of identified contacts.
 - 1.7.5.1.1.6. Ensure appropriate treatment is prescribed and HIV testing is recommended and facilitated.
 - 1.7.5.1.1.7. Provide or facilitate Directly Observed Therapy (DOT) for all individuals with TB disease as well as individuals with High-Risk LTBI who are prescribed 3HP (Isoniazid and Rifapentine once a week for 12 weeks).
- 1.7.5.2. Screening Activities- Populations of Focus
- 1.7.5.2.1. The Contractor must provide targeted screening of high-risk groups identified by

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the CDC or the State TB/Refugee Health Coordinator.

1.7.5.2.2. The Contractor must ensure screening and/or testing is either provided by:

1.7.5.2.2.1. The Contractor; or

1.7.5.2.2.2. Working with the medical home (client's home) or medical office of their local New Americans, who are individuals new to the United States, arriving as refugees or immigrants.

1.7.5.2.3. The Contractor must ensure testing is targeted to high-risk populations, as identified by the CDC or State TB/Refugee Health Coordinator, which includes, but is not limited to:

1.7.5.2.3.1. Individuals who have had contact to a recent active case of pulmonary TB.

1.7.5.2.3.2. Immigrants with Class B medical status upon arrival to the US, as defined by the U.S. Department of Health and Human Services, and

1.7.5.2.3.3. New Americans with TB screening requirements set forth by CDC.

1.7.5.3. Screening Activities- Scope

1.7.5.3.1. The Contractor must ensure all individuals arriving to the United States with a Class B status receive a tuberculin skin test (TST) and symptom screening within ten (10) business days of case creation.

1.7.5.3.2. The Contractor must inform medical providers of the need to comply with the US Immigration and Customs Enforcement (ICE) standard for individuals arriving to the US with a Class B1, B2, and B3 status which requires immigrants receive medical

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evaluations within thirty (30) days of arrival.

- 1.7.5.3.3. The Contractor must ensure LTBI screening via a TST or IGRA is offered to all New Americans arriving as refugees within thirty (30) days of arrival. The Contractor must provide testing; or work with the medical home (client's home) or local medical office of the New Americans to ensure that testing is provided.
- 1.7.5.3.4. The Contractor must ensure New Americans who have positive TSTs or IGRAs are evaluated and recommendations for LTBI treatment are made to the medical providers. This may be accomplished by the Contractor or by working with the individual's medical home.
- 1.7.5.3.5. The Contractor must ensure all others identified as high risk are provided with a screening test, as indicated.
- 1.7.5.3.6. The Contractor must conduct an investigation on all TST or IGRA positive children less than five (5) years of age to identify source case.
- 1.7.5.3.7. The Contractor must ensure all individuals who are close contacts and begin LTBI treatment also receive a recommendation for HIV treatment.
- 1.7.5.3.8. The Contractor must document a medical diagnosis for LTBI contacts within sixty (60) days of the start of treatment.
- 1.7.5.3.9. The Contractor must report contacts to the Active TB cases who are diagnosed with LTBI to the State TB/Refugee Health Coordinator or designee. .

1.8. Immunizations

1.8.1. The Contractor must:

- 1.8.1.1. Assist in increasing vaccination coverage of children, adolescents and adults by creating a strategy for

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- improvement in the geographic area covered.
- 1.8.1.2. Ensure proper storage, handling, administration and documentation of immunizations in accordance with state and federal guidelines.
- 1.8.1.3. Adhere to requirements specified in vaccination provider agreements.
- 1.8.1.4. Promote the use of NH Immunization Information System (NHIIS) internally and externally with other vaccine stake holders.
- 1.8.1.5. Utilize and leverage data systems, including the NHIIS, to identify areas of low vaccination uptake in order to focus efforts on promoting vaccination and reducing barriers to receiving vaccinations.
- 1.8.2. Required Immunization Activities and Deliverables
 - 1.8.2.1. The Contractor must increase the number of children, adolescents and adults who are immunized as recommended by the Advisory Committee on Immunization Practice (ACIP) and the Department by aligning the health care delivery system with community and public health services, which includes but is not limited to:
 - 1.8.2.1.1. Coordinating with public and private medical offices to ensure all populations have access to immunization.
 - 1.8.2.1.2. Developing promotional and educational campaigns to increase vaccine confidence and uptake of immunizations.
 - 1.8.2.1.3. Administering vaccines available through the New Hampshire Immunization Program to uninsured individuals, while considering implementation of a system to capture reimbursement.
 - 1.8.2.1.4. Increasing the number of influenza immunization clinics in city schools.
 - 1.8.2.1.5. Promoting use of NHIIS within the Contractor's organization and externally with other vaccine stakeholders.
 - 1.8.2.1.6. Utilizing and leveraging data systems, including the NHIIS, to identify areas of low

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vaccination uptake in order to focus efforts to promote vaccination and reduce barriers to receipt of vaccination.

- 1.8.2.2. The Contractor must assess provider offices to ensure the CDC and the Department standards are met and to ensure immunizations are provided as recommended by ACIP and the Department. The Contractor must ensure:
 - 1.8.2.2.1. Staff assigned to provider visits attend annual trainings offered by the Immunization Section.
 - 1.8.2.2.2. A minimum of two (2) clinical staff attend the NH Immunization Conference and training required to maintain current knowledge of Vaccine for Children policies, childcare assessment strategies and technology.
 - 1.8.2.2.3. Completion of visit and assessment of up to 50% of the enrolled local vaccine providers using the CDC/Immunization Section tools and guidelines.
 - 1.8.2.2.4. A report is submitted to the Immunization Section within seven (7) days of each visit.
 - 1.8.2.2.5. Staff distribute vaccination education materials to medical providers, staff and clients, which include information relative to the benefits and risks of immunizations.
- 1.8.2.3. The Contractor must purchase vaccines in accordance with Senate Bill 115 (SB 115).
- 1.8.2.4. The Contractor must work toward a 97% up-to-date vaccination rate for students enrolled in public schools
- 1.8.2.5. The Contractor must educate a minimum of ten (10) childcare providers annually using Immunization Section developed tools and guidelines and report results of the visits to the Department as visits are completed.

1.9. COVID-19 Vaccines

- 1.9.1. The Contractor must develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach and partnerships in the target populations. The Contractor must:

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- 1.9.1.1. Collaborate with community liaison collaborators to increase the knowledge of COVID-19 vaccinations among the target populations.
- 1.9.1.2. Conduct outreach to populations, including, but not limited to, those who:
 - 1.9.1.2.1. Experienced disproportionately high rates of COVID-19 and related deaths.
 - 1.9.1.2.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the Centers for Disease Control and Prevention (CDC).
 - 1.9.1.2.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers and health system barriers.
 - 1.9.1.2.4. Are likely to have low acceptance of or confidence in COVID-19 vaccines.
 - 1.9.1.2.5. Have a history of mistrust in health authorities or the medical establishment.
 - 1.9.1.2.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.
- 1.9.1.3. Conduct outreach to assess individuals' readiness to receive a vaccination.
- 1.9.1.4. Increase COVID-19 vaccine confidence among the populations listed in Subsection 1.9.1.2., above by:
 - 1.9.1.4.1. Addressing and monitoring vaccine misinformation on social media.
 - 1.9.1.4.2. Developing and distributing messaging in multiple languages and communication access methods, including, but not limited to:
 - 1.9.1.4.2.1. Videos.
 - 1.9.1.4.2.2. Audio.
 - 1.9.1.4.2.3. Print materials.
 - 1.9.1.4.2.4. Social media campaigns featuring a diverse array of

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community leaders,
outreach staff, and other
respected, non-medical
practitioners.

1.9.2. The Contractor must reduce access barriers to COVID-19 vaccination within their communities. The Contractor must:

1.9.2.1. Collaborate with the Department and other stakeholders to ensure COVID-19 vaccination to uninsured adults.

1.9.2.2. Continue to participate in the VFC program to ensure COVID-19 vaccination for all eligible children.

1.9.2.3. Collaborate with local stakeholders to ensure equitable distribution of COVID-19 vaccine especially for the target populations listed in Subsection 1.9.1.2.

1.9.2.4. Ensure clinic location and hours of operation at vaccine sites are adjusted to meet the needs of the target population.

1.9.2.5. Ensure barriers to receipt of vaccination services are addressed through the provision of supportive services, including but not limited to, providing translation services and communication access services to individuals who need assistance with accessing vaccination services.

1.10. STD/STI/HIV/HCV Clinical Services and HIV/HCV Priority Testing

1.10.1. The Contractor must provide STD/STI testing and treatment, HIV and HCV counseling, testing, and referral and STD/STI/HIV partner services support.

1.10.2. The Contractor must develop a work plan within thirty (30) days of the Effective Date of this Agreement addressing the increased risks associated with STD/STIs in the Contractor's community and/or service area, including but not limited to chlamydia, gonorrhea, syphilis, HIV, and HCV.

1.10.2.1. The Contractor must submit the work plan of activities appropriate for the community and/or service area for Department approval. Potential activities must include but are not limited to:

1.10.2.1.1. Expanding STI/STD, HIV, and HCV screening efforts, especially for the communities who are disproportionately impacted by these diseases.

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- 1.10.2.1.2. Enhancing existing community health worker outreach including individuals with lived experiences from the communities served.
- 1.10.2.1.3. Enhancing measures for cluster detection and response.
- 1.10.2.1.4. Participating in the NH HIV Planning Group (HPG) as well as any subcommittees of the HPG.
- 1.10.3. Required STD/STI, HIV, and HCV Activities and Deliverables
 - 1.10.3.1. The Contractor must provide clinical testing, outreach and educational services in the Greater Manchester area to prevent and control STD/STIs, HIV, and HCV.
 - 1.10.3.2. The Contractor must provide the following STD/STI/HIV/HCV clinical services including, but not limited to:
 - 1.10.3.2.1. HIV and HCV counseling and referral services.
 - 1.10.3.2.2. HIV testing utilizing antigen/antibody testing technology for those individuals who meet criteria and Clinical Laboratory Improvement Amendments (CLIA)-waived rapid point of care testing technology for all others in accordance with CDC treatment guidelines.
 - 1.10.3.2.3. HCV testing utilizing CLIA-waived rapid test technology for people who meet criteria in accordance with CDC screening and testing guidelines or criteria identified by NH DPHS.
 - 1.10.3.2.4. Submitting specimens to the NH Public Health Laboratories (NH PHL) for RNA testing for all individuals who test positive for HCV.
 - 1.10.3.2.5. Providing no-cost STD/STI, HIV, and HCV testing based on Bureau of Infectious Disease Control (BIDC) criteria.
 - 1.10.3.2.6. Providing active referrals to HIV pre-exposure and/or post-exposure

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prophylaxis for clients who meet eligibility criteria as outlined by BIDC, using a reasonable fee scale for the office visit and screening.

- 1.10.3.3. The Contractor must establish an annual reasonable fee scale for individuals who are not eligible for no-cost services based on BIDC criteria that includes itemized costs for an office visit and screening for each of the following: HIV, HCV, syphilis, gonorrhea, and chlamydia.
- 1.10.3.4. The Contractor must update an annual protocol outlining how the Contractor will procure, store, dispense and track STD/STI medication according to CDC and state guidelines.
- 1.10.3.5. The Contractor must provide HIV/HCV testing activities that include, but are not limited to:
 - 1.10.3.5.1. Providing voluntary confidential HIV counseling, testing and referral services utilizing current laboratory testing technology and CLIA-waived rapid point-of-care testing technology in accordance with CDC guidelines and for priority populations as identified by BIDC.
 - 1.10.3.5.2. Providing voluntary confidential HCV counseling, testing and referral services using CLIA-waived rapid testing technology in accordance with CDC guidelines and for priority populations as identified by CDC and BIDC.
 - 1.10.3.5.3. Providing voluntary and confidential STD/STI testing and treatment services in accordance with CDC guidelines for priority populations as identified by BIDC. Performing an annual internal review of the agency's recruitment plan detailing how the agency will access and engage identified priority populations, including but not limited to the use of community health workers.
- 1.10.3.6. The Contractor must provide follow-up for STD/STI/HIV/HCV clinical services and HIV/HCV targeted testing activities, which include but are not

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limited to:

- 1.10.3.6.1. Notifying BIDC of all reactive rapid or positive HIV screening test results no later than 12:00 PM the following business day.
- 1.10.3.6.2. Submitting specimens for confirmatory testing to NH PHL for all reactive or positive HIV screening test results.
- 1.10.3.6.3. Submitting specimens to NH PHL for RNA testing for all positive CLIA-waived rapid point of care HCV test results.
- 1.10.3.6.4. Submitting specimens to NH PHL for test processing for all clients who qualify for no-cost testing.
- 1.10.3.6.5. Submitting all specimens to the NH PHL within seventy-two (72) hours of collection.
- 1.10.3.6.6. Ensuring all clients with a positive STD/STI test are treated in accordance with current CDC STI Treatment Guidelines.
- 1.10.3.6.7. Ensuring all clients who present with exposure to an STD/STI are tested and treated in accordance with current CDC STI Treatment Guidelines.
- 1.10.3.6.8. Conducting client interview and partner services including, but not limited to, collecting condition-specific required variables as defined by BIDC, for all clients with a definitive STD/STI and/or HIV diagnosis.
- 1.10.3.6.9. Ensuring that each member of staff investigating STD/STI and/or HIV cases attends training, when offered, related to the operation of BIDC's disease surveillance database.
- 1.10.3.6.10. Transmitting BIDC-defined required client treatment and investigation variables to BIDC no later than 4:00pm on the following business day. Once staff are trained on BIDC disease surveillance database, electronic data entry will be the primary method of transmission of this information.

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Until that time, information must be transmitted to BDC via fax.

- 1.10.3.6.11. The Contractor must conduct partner elicitation and partner notification as outlined in current CDC STI Treatment Guidelines for each client presenting to the clinic with diagnosed gonorrhea, syphilis, HIV, or other reportable STI as defined by BDC.
- 1.10.3.6.12. Partner services information shall be transmitted to BDC no later than 4:00pm on the following business day.
- 1.10.3.6.13. Once staff is trained on BDC disease surveillance database, electronic data entry will be the primary method of transmission of this information. Until that time, information shall be transmitted to BDC via fax.
- 1.10.3.6.14. Ensure all Vendor staff members providing STD/STI, HIV and HCV test results and conducting partner elicitation and notification complete the Disease Intervention Specialist training or equivalent as identified and/or approved by BDC.
- 1.10.3.6.15. In the event of a cluster or outbreak of STD/STI/HIV, assist BDC in conducting STI/HIV investigations within the Vendor's service area in accordance with BDC disease investigation standards and protocols.
- 1.10.3.7. Perform an annual review of the following:
 - 1.10.3.7.1. Protocol for referring HIV positive clients into medical care, including, but not limited to, ensuring and documenting client attendance at their first medical appointment with an HIV medical care provider.
 - 1.10.3.7.2. Protocol for referring HCV antibody positive clients into medical care, including but not limited to:

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- 1.10.3.7.2.1. Documenting referral to an HCV care provider and extending standing offer to assist with linkage to HCV care if the client is unable to accept current medical services.
 - 1.10.3.7.2.2. Documenting referral of HCV antibody positive clients not receiving a RNA test on site to an appropriate provider for HCV RNA testing.
 - 1.10.3.7.2.3. Protocol of screening process to ensure services are provided to priority populations defined by CDC and BIDS guidance.
 - 1.10.3.7.2.4. Procedure outlining how the Contractor will procure, store, dispense and track STD/STI medication according to CDC and state guidelines.
 - 1.10.3.7.2.5. Recruitment plan detailing how the Contractor will access and engage the identified priority populations.
- 1.10.4. Additional Requirements for HIV/HCV/STD/STI Activities
- 1.10.4.1. The Contractor must submit a work plan and associated budgets to the Department for approval within sixty (60) days of the Agreement Effective Date for the efforts to address increased risks associated with STDs/STIs, including but not limited to, chlamydia, gonorrhea, syphilis, HIV, and HCV in the Vendor's community and/or service area.
 - 1.10.4.2. The Contractor must enhance measures for cluster detection and response.
 - 1.10.4.3. The Contractor must identify means for active participation in the NH HIV Planning Group (HPG), as

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well as any subcommittees of the HPG.

1.11. Lead Poisoning Care Coordination and Case Management

1.11.1. The Contractor must provide lead poisoning care coordination and case management services to individuals on behalf of the Department's Division of Public Health Services (DPHS), Bureau of Public Health Protection, Healthy Homes and Environmental Section, Healthy Homes and Lead Poisoning Prevention Program (HHLPPP).

1.11.2. The Contractor must provide three (3) key services that include:

1.11.2.1. Parent notification letters;

1.11.2.2. Property owner notifications letters; and

1.11.2.3. Nurse case management services for children with elevated blood lead levels 5 micrograms per deciliter (mcg/dL) or higher.

1.11.3. Required Care Coordination and Case Management Activities

1.11.3.1. The Contractor must provide care coordination and nurse case management services for children 72 months of age or younger with elevated blood levels 3 mcg/dL or higher, who live in the City of Manchester, and the towns of Goffstown, Pinardville, and Auburn. The Contractor must ensure services include:

1.11.3.1.1. Providing parent and property owner notification letters;

1.11.3.1.2. Providing education; and

1.11.3.1.3. Providing case management and referral services.

1.11.3.2. The Contractor must ensure all children 72 months of age and younger with elevated blood lead levels above the action limit will receive case management services.

1.11.3.3. The Contractor must ensure all parents and /or guardians of children 72 months of age and younger with elevated blood lead levels between 3-4.9 micrograms per deciliter receive notification letters that include education and outreach services.

1.11.3.4. The Contractor must ensure all property owners identified where children 72 months of age and younger with elevated blood lead levels between 3-4.9 micrograms per deciliter reside receive notification

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letters that include education and outreach services.

1.11.3.5. The Contractor must utilize HHLPPSS for tracking and documenting all care coordination, case management, and referral activities.

1.11.3.6. The Contractor must participate in quarterly Nurse Case Management meetings coordinated by the HHLPPP to:

1.11.3.6.1. Review protocols;

1.11.3.6.2. Review caseloads;

1.11.3.6.3. Discuss logistics; and

1.11.3.6.4. Identify and remove barriers to successful case management.

1.11.3.7. The Contractor must ensure all transfers including Personal Health Information (PHI), Personal Identifiable Information (PII) or confidential information between the Department and the Contractor is made either through a secure File Transfer Protocol (sFTP), encrypted email or through the CDC HHLPPSS Surveillance System.

1.11.4. Parent Notification

1.11.4.1. The Contractor must provide notification and education to all parents of children 72 months of age or younger with elevated blood levels between 3 to 4.9 mcg/dL capillary or venous testing in accordance with NH RSA 130-A:6-b Parent Notification, Lead Paint Poisoning Prevention and Control.

1.11.5. Property Owner Notification

1.11.5.1. The Contractor must provide notification and education to owners of dwelling units where children 72 months of age or younger reside that have elevated venous blood lead levels between 3 to 4.9 mcg/dL in accordance with NH RSA 130-A:6a Property Owner Notification, Lead Paint Poisoning Prevention and Control.

1.11.6. Nurse Case Management

1.11.6.1. The Contractor must provide Nurse Case Management services for children 72 months or younger with an elevated venous blood lead level 5.0 mcg/dL or higher, in accordance with the most current version of the HHLPPP Best Practices in Lead Case Management for Public Health Nurses document and current version of

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the Child Medical Management Quick Guide for Lead Testing and Treatment.

- 1.11.6.2. The Contractor must ensure all Nurse Case Management services are provided by a Registered Nurse (RN) or Licensed Practical Nurse (LPN), or under the direction of an RN, certified Medical Assistant (MA), or licensed physician.
- 1.11.6.3. The Contractor must provide in-home or telephonic Nurse Case Management services in accordance with the most current version of Best Practices in Lead Case Management for Public Health Nurses document for children 72 months and younger, with elevated venous blood lead levels 5.0 mcg/dL or higher.
- 1.11.6.4. The Contractor must ensure children 72 months and younger with elevated venous blood lead levels 15 mcg/dL or higher receive an in-home visit as part of their case management services.
- 1.11.6.5. The Contractor must make a referral to the HHLPPP Environmentalist for an in-home investigation for children 72 months of age or younger that have an elevated venous blood lead level 5 mcg/dL or higher within seven (7) days of obtaining an elevated blood lead report.
- 1.11.6.6. The Contractor must work with families of children 72 months of age or younger with elevated venous blood lead level 5.0 mcg/dL or higher to successfully link families to Women, Infant and Children's (WIC) Nutrition Program services.
- 1.11.6.7. The Contractor must work with families of children 72 months of age or younger with elevated venous blood lead levels 5.0 mcg/dL or higher to successfully link families to Early Intervention Services (EIS).
- 1.11.6.8. The Contractor must report to the HHLPPP quarterly, which families have been referred to WIC and EIS and which referrals were successfully linked to services.
- 1.11.7. Staffing
 - 1.11.7.1. The Contractor must notify the HHLPPP in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to delivering the scope of services is hired to work in the program,

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ensuring a resume of the employee accompanies the notification.

1.11.7.2. The Contractor must notify the HHLPPP in writing if the position of public health nurse is vacant for more than one (1) month.

1.11.7.3. The Contractor must notify the HHLPPP in writing if at any time the site funded under this agreement does not have adequate staffing to perform all required series for more than one (1) month.

1.12. Reporting

1.12.1. Tuberculosis

1.12.1.1. Active TB Cases

1.12.1.1.1. The Contractor must notify the State TB/Refugee Health Coordinator or designee of all suspect active and active TB cases via email within one (1) business day of initial report.

1.12.1.1.2. The Contractor must confirm active cases and clinically treated cases will have template updates weekly for the first month of treatment and at least monthly thereafter for the duration of treatment.

1.12.1.1.3. The Contractor must ensure the Report of Verified Case of TB (RVCT) is routinely updated during the course of treatment with updates occurring at least monthly.

1.12.1.1.4. The Contractor must ensure susceptibility report are received within 8 weeks of collection and an isolate is sent to the NH PHL.

1.12.1.1.5. The Contractor must ensure the final RVCT is completed within thirty (30) days of discharge regardless of residence location.

1.12.1.1.6. The Contractor must document any updated case information and notes into the state surveillance system within twenty-four (24) hours.

1.12.1.2. Treatment and Monitoring Standards

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1.12.1.2.1. The Contractor must notify the State TB/Refuge Health Coordinator or designee of all suspected active and active TB cases via email within one (1) business day of initial report.

1.12.1.2.1.1. The Contractor must ensure all confirmed, active cases and clinically treated cases have template updates weekly for the first month of treatment and at least monthly thereafter for the duration of treatment.

1.12.1.2.2. The Contractor must provide treatment and monitoring of treatment utilizing the guidance of the CDC and the State TB/Refugee Health Coordinator, which must include, but not is limited to:

1.12.1.2.2.1. Evaluating each client and his/her environment to determine the most appropriate person(s) to provide Direct Observation Therapy (DOT).

1.12.1.2.2.2. Providing the client's medical provider with the current CDC and/or American Thoracic Society Guidelines for baseline and ongoing laboratory testing, vision and hearing screening.

1.12.1.2.2.3. Arranging treatment for all eligible LTBI clients who have a Class B status upon arrival to the US and assure completion of treatment according to clinical guidelines.

1.12.1.2.2.4. Providing consultation to medical providers

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- regarding treatment recommendation(s) for all high-risk groups.
- 1.12.1.2.2.5. Providing treatment recommendations such as medication adherence.
- 1.12.1.2.2.6. Ensuring telephone contact is made with the active or suspect active clients within twenty-four (24) hours of identification.
- 1.12.1.2.2.7. Conducting a face-to-face visit with the client diagnosed with active or suspect active disease within three (3) business days of identification to provide counseling and assessment.
- 1.12.1.2.2.8. Monitoring treatment adherence and adverse reaction(s) to treatment by conducting, at a minimum, monthly visits for clients with active disease and monthly phone calls for clients who are high-risk contacts diagnosed with LTBI until treatment is completed.
- 1.12.1.2.2.9. Documenting and report unusual symptoms and severe adverse drug reactions to the medical provider immediately and to the State TB/Refugee Health Coordinator or designee within twenty-four (24) hours of assessment.
- 1.12.1.2.2.10. Establishing a plan for DOT. The plan must

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include, but not be limited to:

1.12.1.2.2.10.1. Evaluating each client and their environment to determine the most appropriate person(s) to provide DOT.

1.12.1.2.2.10.2. Considering use of electronic DOT (eDOT) for monitoring of treatment adherence.

1.12.1.2.2.10.3. Providing DOT education to the provider regarding how to perform DOT and enforce this as the standard of care of all clients with TB only if the DOT provider is not an employee of the Contractor.

1.12.1.2.2.10.4. Developing a DOT calendar

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when the
DOT is not
conducted
by an
employee of
an
Contractor,
and must
include the
following
information:
drug, dose,
route,
frequency,
duration,
and
observer
name to
allow the
medical
provider to
initial dates
the
medications
were taken.
Changes to
any of these
variables
are to be
reviewed
and
updated on
a monthly
basis, at a
minimum.

1.12.1.2.2.10.5. Reporting
Non-
adherence
to treatment
to the State
TB/Refugee
Health
Coordinator
or designee

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at the time a
second
dose is
missed.

1.12.1.2.2.10.6. Ensuring all
active TB
disease
clients shall
receive
DOT. If a
barrier to
DOT is
identified for
an active
TB disease
patient, the
Vendor
must report
it to the
State
TB/Refugee
Health
Coordinator
or designee
within 24
hours.

1.12.1.2.2.10.7. Ensuring
adherence
of clients
intermittentl
y self-
administerin
g
medications
must be
monitored
by contact
with the
client every
week during
scheduled
DOT
encounters,
as well as

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monthly in person visits to refill the client's pill box.

1.12.1.3. Laboratory Monitoring

1.12.1.3.1. The Contractor must provide laboratory monitoring on an individual basis based on the treatment regimen used and the client's risk factors for adverse reactions. The Contractor must:

1.12.1.3.1.1. Arrange for the collection of sputum specimens, in coordination with the medical provider, at a minimum of monthly intervals until at least two (2) consecutive negative cultures are reported by the laboratory (culture conversion).

1.12.1.3.1.2. Collect specimens for smear positive infectious clients, if not done by the medical provider, every one-two weeks until three (3) negative smears or two (2) negative cultures are reported.

1.12.1.3.1.3. Report culture conversions not occurring within two (2) months of treatment initiation to the State TB/Refugee Health Coordinator or designee and medical provider with the appropriate treatment recommendation.

1.12.1.3.1.4. Notify the State TB/Refugee Health Coordinator or designee within one (1) business day

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if susceptibility testing is not ordered on isolates sent to private labs.

1.12.1.3.1.5. Obtain susceptibility results from private labs and upload to the client record.

1.12.1.3.1.6. Request that an isolate be sent to the NH Public Health Laboratories (NH PHL) for genotype testing when specimens are submitted to a reference laboratory.

1.12.1.4. Isolation

1.12.1.4.1. The Contractor must establish, monitor and discontinue isolation as required. The Contractor must:

1.12.1.4.1.1. Monitor adherence to isolation through unannounced visits and telephone calls;

1.12.1.4.1.2. Report non-adherence to isolation immediately to the State TB/Refugee Health Coordinator or designee; and

1.12.1.4.1.3. When indicated, ensure that legal orders for isolation are obtained in conjunction with NH DHHS, DPHS and served by the local authority.

1.12.1.5. Contact Investigation Standards

1.12.1.5.1. The Contractor must ensure contact investigations are initiated, completed, and include:

1.12.1.5.1.1. Conducting the client interview to identify contacts to infectious clients within ten (10)

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business days of initiating
case management
services.

1.12.1.5.1.2. Prioritizing contact
investigations based on
current CDC guidelines
such as smear positivity
and host factors.

1.12.1.5.1.3. Ensuring that contacts
diagnosed with LTBI, who
are eligible for treatment,
start and complete
treatment as
recommended.

1.12.1.6. Services for All TB Clients

1.12.1.6.1. The Contractor must provide client
teaching per State TB/Refugee Health
Coordinator or designee's Assessment
and Education form.

1.12.1.6.2. The Contractor must develop, implement
and annually review a policy for the
maintenance of confidential client records.

1.12.1.6.3. The Contractor must obtain a signed
release of information for TB case
management from each client receiving
services.

1.12.1.6.4. The Contractor must comply with all laws
related to the protection of client
confidentiality and management of medical
records.

1.12.1.6.5. The Contractor must document any
updated case information and notes into
the state surveillance system within
twenty-four (24) hours.

1.12.1.7. NH Tuberculosis Financial Assistance (TBFA)

1.12.1.7.1. The Contractor must follow all NH TBFA
policies and procedures.

1.12.1.7.2. The Contractor must submit completed
applications to the NH TBFA Program

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within five (5) business days for eligibility review.

- 1.12.1.7.3. The Contractor must ensure that assistance, which includes diagnostic and treatment services, is provided to individuals qualified for NH TBFA.

1.12.1.8. Additional Program Services

- 1.12.1.8.1. The Contractor must participate in the weekly DPHS Outbreak Team meetings and present on active and ongoing TB disease case investigations.
- 1.12.1.8.2. The Contractor must attend mandatory annual case reviews and chart audit when scheduled.
- 1.12.1.8.3. The Contractor must maintain a trained and proficient workforce for all items and ensure the practices and procedures of the workforce comply with confidentiality requirements according to state rule, and state and federal laws; including but not limited to and as applicable, the safeguards of 42 CFR Part 2 relating to substance use disorder information.

1.12.2. Immunizations

- 1.12.2.1. The Contractor must submit a Quarterly Report within thirty (30) days of the quarter end that includes but is not limited to:
 - 1.12.2.1.1. The number and percentage of uninsured children, adolescents and adult vaccinated at the primary clinic and at other venues.
 - 1.12.2.1.2. Information on the interventions that were employed to address identified barriers and challenges.
 - 1.12.2.1.3. The number and percentage of children and/or adults vaccinated at school-based influenza clinics.
 - 1.12.2.1.4. A detailed summary of educational and outreach materials distributed to childcare providers and other providers.

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- 1.12.2.2. The Contractor must submit an Annual Report at the end of each calendar year that includes but is not limited to:
 - 1.12.2.2.1. The number of staff who conduct assessments who receive annual training offered by the Immunization Section.
 - 1.12.2.2.2. The number of staff who attend the NH Immunization Conference.
 - 1.12.2.2.3. Information from the NH school survey reports to determine that children attending public school have up-to-date immunization coverage.
 - 1.12.2.2.4. All assigned provider visits that were completed per CDC requirements and reported within seven (7) days of the visit.
 - 1.12.2.2.5. The results, in detail, of the childcare visits to be submitted, as completed.
 - 1.12.2.2.6. List of ten (10) childcare providers educated on using Immunization Section developed tools and guidelines in accordance with Subsection 1.7.2.4.
- 1.12.3. COVID-19 Vaccines
 - 1.12.3.1. The Contractor must submit a Quarterly Report within thirty (30) days of the quarter end that includes but is not limited to:
 - 1.12.3.1.1. Efforts, successes, and challenges experienced with local community-based organizations and stakeholders to promote vaccines awareness and uptake of COVID-19 vaccinations.
 - 1.12.3.1.2. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.
 - 1.12.3.1.3. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.

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- 1.12.3.1.4. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.
- 1.12.3.1.5. Efforts, successes, and challenges experienced in providing community engagement.
- 1.12.3.1.6. Number and percentage of individuals by age range who receive COVID-19 vaccination within the reporting period.
 - 1.12.3.1.6.1. Under age 5.
 - 1.12.3.1.6.2. 5-11 years old.
 - 1.12.3.1.6.3. 12-17 years old.
 - 1.12.3.1.6.4. 18 years and older
 - 1.12.3.1.6.5. 18 years and older who are uninsured.
- 1.12.3.2. The Contractor must provide a comprehensive annual report for COVID-19 Vaccines and Section 3 – Statement of Work COVID-19 by June 30th of each Contract year. The annual report will summarize:
 - 1.12.3.2.1. Activities performed.
 - 1.12.3.2.2. Outcomes.
 - 1.12.3.2.3. Challenges.
 - 1.12.3.2.4. Strengths.
 - 1.12.3.2.5. Identified needs for upcoming Contract year.
- 1.12.3.3. The Contractor must submit a final report due thirty (30) days from Contract completion date.
- 1.12.4. STD/HIV/HCV Clinical Services and HIV/HVC
 - 1.12.4.1. The Contractor must maintain full compliance with all DHHS, DPHS, and BIDC security and confidentiality policies and guidelines related to all Protected Health Information (PHI).
 - 1.12.4.2. The Contractor must comply with all state rules, and state and federal laws relating to confidentiality and, if applicable, the specific safeguards provided for substance use disorder treatment information and records in 42 CFR Part 2.

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- 1.12.4.3. The Contractor must identify to BIDC the individual who:
 - 1.12.4.3.1. Is the Contractor's single point of contact for STD/STI/HIV/HCV clinical services;
 - 1.12.4.3.2. Is responsible for accurate timely reporting; and
 - 1.12.4.3.3. Is responsible for responding to BIDC inquiries.
- 1.12.4.4. The Contractor must complete and submit all required documentation on appropriate forms supplied by BIDC, which shall include client visit and testing data collection forms within thirty (30) days of specimen collection.
- 1.12.4.5. Properly report HIV, STD/STI and HCV test results, diagnoses, and/or treatments to BIDC in accordance with NH RSA 141-C and He-P 300 and in accordance with current BIDC infectious disease reporting procedures.
- 1.12.4.6. The Contractor must maintain ongoing medical records that comply with the NH Bureau of Health Facility requirements for each client, ensuring availability to the Department upon request.
- 1.12.4.7. The Contractor must review all documentation for completeness and adherence to reporting protocols to ensure quality of data.
- 1.12.4.8. Provide to BIDC the current version of plans and protocols requiring annual review.
- 1.12.4.9. Numbers Served
 - 1.12.4.9.1. The Contractor must provide Healthcare STD/STI/HIV/HCV Clinical Services to a minimum of one-hundred-fifty (150) individuals and identify a minimum of one (1) newly diagnosed HIV case per year.
 - 1.12.4.9.2. The Contractor must provide non-healthcare HIV/HCV Testing Services to a minimum of fifty (50) individuals and identify a minimum of one (1) newly diagnosed HIV case per year.
- 1.12.5. Lead Poisoning Care Coordination and Case Management
 - 1.12.5.1. The Contractor must provide a narrative report of all care

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coordination and outreach activities to the HHLPPP within thirty (30) days of the end of each quarter, ensuring reports include:

- 1.12.5.1.1. The number of Parent Notification letters mailed;
- 1.12.5.1.2. The number of Property Owner Notification letters mailed;
- 1.12.5.1.3. The status of all individuals receiving Nurse Case Management services;
- 1.12.5.1.4. The number of cases that have been closed or discharged with reason included;
- 1.12.5.1.5. The number of families referred to WIC nutrition services;
- 1.12.5.1.6. The number of families successfully linked to WIC nutrition services;
- 1.12.5.1.7. The number of families referred to EIS; and
- 1.12.5.1.8. The number of families successfully linking to EIS.

1.13. Performance Measures

1.13.1. Tuberculosis

1.13.1.1. Completion of Treatment

- 1.13.1.1.1. The Contractor must ensure a minimum of ninety percent (90%) of clients with pulmonary TB with a one (1) year treatment plan complete treatment within twelve (12) months of documented treatment initiation.
- 1.13.1.1.2. The Contractor must ensure a minimum of 75% of high-risk infected persons placed on treatment of LTBI complete treatment within twelve (12) months of documented treatment initiation.
- 1.13.1.1.3. The Contractor must ensure a minimum of 90% of clients with pulmonary TB complete treatment by Directly Observed Therapy (DOT) within twelve (12) months of treatment.

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1.13.2. Human Immunodeficiency Virus (HIV) Status

1.13.2.1. The Contractor must ensure a minimum of 99% of newly reported persons with Active TB have a documented HIV test.

1.13.2.2. Contact Investigations

1.13.2.2.1. The Contractor must ensure a minimum of 95% of close contacts be evaluated for LTBI or TB.

1.13.2.2.2. The Contractor must ensure a minimum of 90% of infected close contacts complete treatment.

1.13.2.3. Evaluation of New Americans

1.13.2.3.1. The Contractor must ensure a minimum of ninety percent (90%) of Class B arrivals to the US are evaluated for TB within thirty (30) days of arrival notification.

1.13.2.3.2. The Contractor must ensure a minimum of ninety percent (90%) of Class B arrivals to the US who are diagnosed with LTBI complete treatment within twelve (12) months of initiation.

1.13.3. Immunizations

1.13.3.1. The Contractor must ensure a minimum of 97% of public school children are vaccinated with all required school vaccines.

1.13.3.2. The Contractor must ensure that 70% of school-aged children are vaccinated against influenza as reported by the Immunization Information System, when available.

1.13.4. COVID-19 Vaccines

1.13.4.1. The Contractor must ensure that 80% of uninsured adults seeking COVID-19 vaccination are vaccinated within 3-4 business days.

1.13.5. STD/STI/HIV/HCV Clinical Services and HIV/HVC

1.13.5.1. The Contractor must ensure 95% of confirmed HIV positive test results are provided to clients within thirty (30) days.

1.13.5.2. The Contractor must ensure 80% of individuals diagnosed with chlamydia will receive appropriate

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treatment within fourteen (14) days of specimen collection.

1.13.5.3. The Contractor must ensure 80% of individuals diagnosed with gonorrhea will receive appropriate treatment within fourteen (14) days of specimen collection.

1.13.5.4. The Contractor must ensure 80% of individuals diagnosed with primary or secondary syphilis will receive appropriate treatment within fourteen (14) days of specimen collection.

1.13.5.5. The Contractor must ensure 95% of newly identified HCV positive cases receive a referral to HCV medical care within thirty (30) days of the positive test result.

1.13.5.6. The Contractor must ensure 95% of newly identified HCV antibody positive people who do not receive a RNA test at the time of the CLIA-waived rapid antibody screening will receive a referral to medical care at the time of the antibody screening.

1.13.5.7. The Contractor must ensure 95% of positive HIV, STI, and HCV test results and new diagnoses will be reported to BDC within seventy-two (72) hours in accordance with NH RSA 141-C and He-P 300.

1.13.5.8. The Contractor must ensure 95% of HIV, STI and HCV cases who received client interview and partner services, will be documented in the BDC disease surveillance database no later than 4:00pm the following business day.

1.13.6. Lead Poisoning Care, Coordination and Case Management

1.13.6.1. The Contractor must ensure a minimum of ninety-five percent (95%) of clients with elevated blood lead levels 5.0 micrograms per deciliter or higher enter into nurse case management services within thirty (30) days of being identified.

1.13.6.2. The Contractor must ensure a minimum of ninety-five percent (95%) of clients with elevated blood lead levels 3.0 micrograms per deciliter receive notification letters within thirty (30) days of being identified.

1.13.6.3. The Contractor must ensure a minimum of ninety-five percent (95%) of property owners identified where clients reside with elevated blood lead levels 3.0

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micrograms per deciliter receive notification letters within forty-five (45) days of being identified.

1.14. Background Checks

- 1.14.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.14.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.14.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 1.14.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.15. Confidential Data

- 1.15.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 1.15.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.16. Privacy Impact Assessment

- 1.16.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the

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Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.16.1.1. How PII is gathered and stored;
 - 1.16.1.2. Who will have access to PII;
 - 1.16.1.3. How PII will be used in the system;
 - 1.16.1.4. How individual consent will be achieved and revoked; and
 - 1.16.1.5. Privacy practices.
- 1.16.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.17. Department Owned Devices, Systems and Network Usage

- 1.17.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
- 1.17.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.17.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.17.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.17.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any

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other agreement executed by the Department;

- 1.17.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.17.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.17.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.17.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.17.1.9. Agree when utilizing the Department's email system:
 - 1.17.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.17.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.17.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.17.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 1.17.1.10.1. Complete the Department's Annual Information Security & Compliance

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Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.17.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.17.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.17.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.17.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.17.2. Workspace Requirement

1.17.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.18. Contract End-of-Life Transition Services

1.18.1. General Requirements

1.18.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as

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“Recipient”). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 1.18.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.18.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 1.18.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.18.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.18.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional

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standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.18.2. Completion of Transition Services

1.18.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.18.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.18.3. Disagreement over Transition Services Results

1.18.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.19. Website and Social Media

1.19.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.19.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements.

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Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.19.3. State of New Hampshire's Website Copyright

1.19.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing

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loss; individuals who are blind or have low vision; and individuals who have speech challenges.

- 3.2.2. The Contractor must assess the ethnic and cultural needs, resources and assets of the client's community.
- 3.2.3. The Contractor must promote the knowledge and skills necessary for staff to work effectively with clients with respect to their culturally and linguistically diverse environment.
- 3.2.4. The Contractor must provide interpretation services to clients with minimal English skills, when feasible and appropriate.
- 3.2.5. The Contractor must offer clients a forum through which clients have the opportunity to provide feedback to the Contractor regarding the cultural and linguistic issues that may deserve response.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state,

county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

3.5. Eligibility Determinations

- 3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.
- 3.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each recipient of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories,

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- valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.1.4. Medical records on each client/recipient of services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 24% Federal funds, NH Immunization, as awarded on July 1, 2023, by the Center for Disease Control and Prevention, ALN 93.268, FAIN NH23IP922595.
 - 1.2. 26% Federal funds, HIV Prevention, as awarded on December 14, 2022, ALN 93.940, FAIN NU62PSP924538.
 - 1.3. 32% Federal Funds, STD Prevention, as awarded on December 16, 2022, ALN 93.977, FAIN NH25PS0005159.
 - 1.4. 5% Federal Funds, NH Lead Prevention, as awarded on June 28, 2022, ALN 93.197, FAIN NUE2E001457.
 - 1.5. 11% General funds.
 - 1.6. 2% Other funds (Lead Poisoning Prevention Fund).
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-25, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

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- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Public Health DPHSContractBilling@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
- 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each Agreement during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-6505

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The Contractor's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal

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agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. 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
 - 1.6.2. 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;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

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Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. If 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 contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. Have not within a three-year period preceding this proposal (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS, WHISTLEBLOWER PROTECTIONS, CLEAN AIR AND CLEAN WATER ACT

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

1. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
2. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
3. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
4. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
5. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
6. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
7. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
8. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
9. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot

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Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

10. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

11. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

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SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this Agreement, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

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SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees 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), the Department of Health and Human Services (DHHS) must report the following information for any sub award or contract 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions 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 the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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Exhibit E

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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DHHS Information Security Requirements

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials _____

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials _____



BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et seq., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not



Exhibit F

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit F

Business Associate Agreement
Page 2 of 5

Contractor Initials _____

V 2.0

Date _____



Exhibit F

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

Exhibit F



accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used,

Exhibit F



Exhibit F

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
- c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

City of Manchester

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Joyce Craig

Name of Authorized Representative

Title of Authorized Representative

Mayor

Title of Authorized Representative

Date

Date

Exhibit F

Attachment for
SS-2024-DPHS-03-INFEC-01 and SS-2024-DPHS-03-INFEC-02
P-37 Account Unit and Class #'s

010-090-902510-5178-074

010-090-902510-7536-074

010-090-902510-5170-102

010-090-901510-5698-102

010-090-902510-1956-102

Subject: SS-2024-DPHS-03-INFEC-02 Infectious Disease and Prevention Services

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Health Department		1.4 Contractor Address 1528 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-624-6466	1.6 Account Unit and Class See attachment	1.7 Completion Date December 31, 2027	1.8 Price Limitation \$1,134,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory Joyce Craig, Mayor	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On:			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

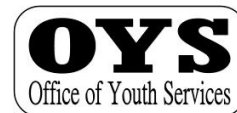
22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



CITY OF MANCHESTER
Office of Youth Services

To: Alderman Will Stewart
Chairman, CIP Committee

From: Michael Quigley, OYS
Office of Youth Services Director

Date: November 07, 2023

RE: Manchester Youth Council

The Office of Youth Services will be receiving funding in the amount of **\$3,750.00** from the Manchester Rotary Club to support the Manchester Youth Council for Manchester youth ages 14 to 21 years old from Manchester School District.

The Office of Youth Services established the Manchester Youth Council, intending to bridge the gap between young people and local government by providing them with a platform to voice their opinions, contribute to policy discussions, and actively engage in city and community initiatives. The Manchester Youth Council comprises 20 Manchester Public School youth representing all four Public High Schools. All funds for this project, totaling **\$3,750.00**, will be used to support general operating expenses, technology, and supplies needed to support the Youth Council.

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.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Three Thousand Seven Hundred Fifty Dollars (\$3,750) for the FY2024 CIP 212824 Rotary Club Award -Manchester Youth Council.”

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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to appropriate funds in the amount of \$3,750 for the FY 2024 CIP 212824 Rotary Club Award -Manchester Youth Council;

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY 2024 CIP 212824 Rotary Club Award -Manchester Youth Council - \$3,750 OTHER

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 212824

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Rotary Club Award - Manchester Youth Council

Amending Resolution: 12/5/2023

Administering Department: Office of Youth Services

Revision:

Project Description:

General Support for the Office of Youth Services (OYS) Manchester Youth Council. All funds on this project will be used to fund program operations and youth initiatives. The Office of Youth Services established the Manchester Youth Council, intending to bridge the gap between young people and local government by providing them with a platform to voice their opinions, contribute to policy discussions, and actively engage in city and community initiatives.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

12/07/2023

2. Project Completion

8/31/2024

3.

4.

5.

8/31/2024

Line Item Budget

OTHER

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

\$3,750.00

\$0.00

\$0.00

\$3,750.00

TOTAL**\$3,750.00****\$0.00****\$0.00****\$3,750.00****Revisions:****Comments:**

Funding from the Manchester Rotary Club

Chief of Police
Allen D. Aldenberg
Assistant Chief
Peter A. Marr



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

CITY OF MANCHESTER
Police Department

October 12, 2023

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

Re: STOP School Violence Grant

Attached is a U.S. Department of Justice, STOP School Violence Grant Award for the amount of \$999,618.00.

This award is for 10/01/2023 to 12/30/2026.

The funds breakdown is as follows:

Salaries	-	\$250,000.00
Benefits	-	\$182,000.00
Other	-	\$567,618.00

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



City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Nine Hundred Ninety-Nine Thousand Six Hundred Eighteen Dollars (\$999,618) for the FY2024 CIP 411324 STOP School Violence 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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to appropriate funds in the amount of \$999,618 for the FY 2024 CIP 411324 STOP School Violence Grant;

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY 2024 CIP 411324 STOP School Violence Grant - \$999,618 FEDERAL

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 411324

Project Year: 2024

CIP Resolution: 6/6/2023

Title: STOP School Violence Grant

Amending Resolution: 12/5/2023

Administering Department: Police Department

Revision:

Project Description:

This federal grant will enable the Manchester Police Department and Manchester School District to collaborate in the development of School Safety Teams, which employ behavioral threat assessment efforts to identify concerning behaviors and implement evidence-based interventions to prevent violence.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Program Initiation

10/1/2023

2. Program Completion

12/30/2026

3.

4.

5.

12/30/2026

Line Item Budget

FEDERAL

Salaries and Wages

\$250,000.00

\$0.00

\$0.00

\$250,000.00

Fringes

\$182,000.00

\$0.00

\$0.00

\$182,000.00

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

\$567,618.00

\$0.00

\$0.00

\$567,618.00

TOTAL**\$999,618.00****\$0.00****\$0.00****\$999,618.00****Revisions:****Comments:**

Funding from the U.S. Department of Justice. Program initiation and completion dates determined by the grantor.

Award Information

Recipient Information

Recipient Name
CITY OF MANCHESTER
UEI
CNSJJ8B31T48
Street 1
405 VALLEY STREET
Street 2
City
MANCHESTER
State/U.S. Territory
New Hampshire
Zip/Postal Code
03103
Country
United States
County/Parish
Province

Award Details

Federal Award Date
9/28/23
Award Type
Initial
Award Number
15PBJA-23-GG-04354-STOP
Supplement Number
00
Federal Award Amount
\$999,618.00
Funding Instrument Type
Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.839

STOP School Violence

Statutory Authority

Any awards under this solicitation would be made under statutory authority provided by the Department of Justice Consolidated appropriations Act, 2023 (P.L. 117-328, 136 Stat 4459, 4537). Additionally, funds provided to the program under the Bipartisan Safer Communities Supplemental Appropriations Act (Pub. L. No. 117-159, 136 Stat. 1313, 1339), 28 U.S.C. 530C, are included in this solicitation.

Project Information

Solicitation Title

2023 BJA FY 23 Preventing School Violence: BJA's STOP School Violence Program

Application Number

GRANT13878959

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Umer Malik

Phone Number

[202-305-5993](tel:202-305-5993)

E-mail Address

Umer.Malik@usdoj.gov

Project Title

Establishing Multidisciplinary Behavioral Threat Assessment and Intervention Teams in Manchester, New

Performance Period Start Date

10/01/2023

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2026

Project Description

Manchester, New Hampshire, is the largest city north of Boston and is home to the largest school district in New Hampshire. The city faces numerous challenges that range from homelessness, 50% of the student population living in poverty, the opioid epidemic, inadequate access to mental health care, and lax gun policy. The mix of issues creates many risk factors associated with mass violence (i.e., active shooters) and street violence (i.e., group/gang-related conflict). Additionally, the city has seen increased youth gun violence over the past several years, and incidents of violence inside city schools specifically have been climbing. The goal of this project is to reduce violence in schools through the development of multidisciplinary behavioral threat assessment and intervention teams, known as School Safety Teams. The teams will include school principals, social workers, mental health clinicians, guidance counselors, school resource officers, and other staff. Existing anonymous reporting mechanisms will collect concerns about threatening behavior, and School Safety Teams will triage cases and develop intervention plans. Through using behavioral risk assessments, School Safety Teams will be able to identify concerning behaviors early and offer evidence-based interventions to prevent violence from occurring. The program will use the Manchester School District's Multi-Tiered System of Supports for Behavioral Health and Wellness (MTSS-B) for screening and referral processes for students in need, connecting students to school and community-based interventions, and monitoring intervention outcomes. The project seeks to use awarded funding to hire a School Safety Coordinator, who will help manage the entire process and focus on school safety day-to-day. The project will partner with the Behavioral Health Improvement Institute at Keene State College to ensure that evaluation and assessment will inform policy and practice adjustments. The Manchester School District and Manchester Police Department have a strong partnership, and their history of collaboration will ensure the success of this program.

Chief of Police
Allen D. Aldenberg
Assistant Chief
Peter A. Marr



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

CITY OF MANCHESTER
Police Department

October 20, 2023

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 agreement is for 11/1/2023 to 8/31/2026.

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



City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Forty Thousand Dollars (\$40,000) for the FY2024 CIP 411424 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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 funding in the amount of \$40,000 from The State Of New Hampshire, Department of Safety to provide funding to CIP 411424 Intelligence Liaison Officer Program; and

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By Adding:

FY 2024 CIP 411424 Intelligence Liaison Officer Program - \$40,000 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 411424

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Intelligence Liaison Officer Program

Amending Resolution: 12/5/2023

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	11/01/2023
2.	Project Completion	8/31/2026
3.		
4.		
5.		
		8/31/2026

Line Item Budget

	STATE			TOTAL
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:**

Funds from State of NH Dept. of Safety Grant Award

Planning Department/Startup Form - 07/1/20

\$40,000.00

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 8/31/26	1.8. Grant Limitation \$ 40,000
1.9. Grant Officer for State Agency Pamela 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) Amy L. Newbury, Director of Administration	
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
9. Officer, and his/her decision on any dispute, shall be final.
- 9.1. 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.
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 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.

Chief of Police
Allen D. Aldenberg
Assistant Chief
Peter A. Marr



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

CITY OF MANCHESTER
Police Department

October 20, 2023

To: Alderman Stewart, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: SWAT Search and Rescue Equipment

Attached is a State of New Hampshire, Department of Safety Grant Award for an amount of \$15,432.10 for the purchase of SWAT Search and Rescue Equipment.

This grant is for 11/1/2023 to 8/31/2026.

The funds breakdown is as follows:

Equipment - \$15,432.10

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



City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Fifteen Thousand Four Hundred Thirty-Two Dollars and Ten Cents (\$15,432.10) for FY 2024 CIP 411524 SWAT Search and Rescue Equipment.”

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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 funding in the amount of \$15,432.10 from The State of New Hampshire, Department of Safety to purchase search and rescue equipment; and

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By Adding:

FY 2024 CIP 411524 SWAT Search and Rescue Equipment - \$15,432.10 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 411524

Project Year: 2024

CIP Resolution: 6/6/2023

Title: SWAT Search and Rescue Equipment

Amending Resolution: 12/5/2023

Administering Department: Police Department

Revision:

Project Description: Grant to purchase SWAT Search and Rescue Equipment.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Program Initiation

11/1/2023

2. Program Completion

8/31/2026

3.

4.

5.

8/31/2026

Line Item Budget

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

\$15,432.10

\$0.00

\$0.00

\$15,432.10

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**\$15,432.10****\$0.00****\$0.00****\$15,432.10****Revisions:****Comments:** Funds from State of NH Dept. of Safety Grant Award

Planning Department/Startup Form - 07/1/20

\$15,432.00

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 Dept. SWAT Team		1.4. Grantee Address 405 Valley Street Manchester, NH 03103	
1.5 Grantee Phone # 603-668-8711	1.6. Account Number 10-54100000-500574	1.7. Completion Date 8/31/2026	1.8. Grant Limitation \$15,432.10
1.9. Grant Officer for State Agency Pamela 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) Amy L. Newbury, Director of Administration	
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
9. Officer, and his/her decision on any dispute, shall be final.
- 9.1. 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.

Chief of Police
Allen D. Aldenberg
Assistant Chief
Peter A. Marr



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

CITY OF MANCHESTER

Police Department

October 12, 2023

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

Re: Smart Policing Initiative Grant

Attached is a U.S. Department of Justice, Smart Policing Initiative Grant Award for the amount of \$537,124.00.

This award is for 10/01/2023 to 12/30/2026.

The funds breakdown is as follows:

Overtime	-	\$120,384.00
Other	-	\$416,740.00

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



City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Five Hundred Thirty Seven Thousand and One Hundred and Twenty Four Dollars (\$537,124) for the FY2024 CIP 411624 Smart Policing 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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 funding in the amount of \$537,124 from the U.S. Department of Justice, Smart Policing Initiative Grant Award to provide funding to FY2024 CIP 411624 Smart Policing Initiative.

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY 2024 CIP 411624 Smart Policing Initiative - \$537,124 Federal

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 411624 Project Year: 2024 CIP Resolution: 6/6/2023
Title: Smart Policing Initiative Amending Resolution: 12/5/2023
Administering Department: Police Department Revision:

Project Description: The Manchester (NH) Police Department (MPD) proposes to implement an investigative checklist strategy via a mobile phone application during its FY2023 Smart Policing Initiative. The goal is to address a recent increase in violent and property crime by improving investigative clearance rates.

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

Critical Events

1. Project Initiation	10/01/23
2. Project Completion	12/30/26
3.	
4.	
5.	
	12/30/2026

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$120,384.00	\$0.00	\$0.00	\$120,384.00
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	\$416,740.00	\$0.00	\$0.00	\$416,740.00
TOTAL	\$537,124.00	\$0.00	\$0.00	\$537,124.00

Revisions:

Comments: Funding \$537,124 from U.S. Dept. of Justice, Smart Policing Initiative Grant Award

Award Information

Recipient Information

Recipient Name
MANCHESTER POLICE DEPARTMENT
UEI
CNSJJ8B31T48
Street 1
405 VALLEY STREET
Street 2
City
MANCHESTER
State/U.S. Territory
New Hampshire
Zip/Postal Code
03103
Country
United States
County/Parish
Province

Award Details

Federal Award Date
9/28/23
Award Type
Initial
Award Number
15PBJA-23-GG-04155-JAGP
Supplement Number
00
Federal Award Amount
\$537,124.00
Funding Instrument Type
Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Sec. 506(b) (codified at 34 U.S.C. 10157(b)) Funding for this solicitation is anticipated under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The JAG Program authorization provides that up to 5 percent of the funds available to carry out subpart 1 of Title I, Part E of the Omnibus Crime Control and Safe Streets Act of 1968 (“Omnibus”) may be granted, among other reasons, for one or more of the purposes specified in Section 501 of Title I, Part E, Subpart 1 of Omnibus upon a determination that it is necessary “to combat, address, or otherwise respond to precipitous or extraordinary increases in crime, or in a type or types of crime” (34 U.S.C. § 10157(b)(1)).

Project Information

Solicitation Title

2023 BJA FY 23 The Smart Policing Initiative Grant Program

Application Number

GRANT13869390

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Amy Romero

Phone Number

[202-598-2028](tel:202-598-2028)

E-mail Address

Amy.A.Romero@usdoj.gov

Project Title

Police use of checklists to improve investigative outcomes

Performance Period Start Date

10/01/2023

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2026

Project Description

The Manchester (NH) Police Department (MPD) proposes to implement an investigative checklist strategy via a mobile phone application during its FY2023 Smart Policing Initiative. The goal is to address a recent increase in violent and property crime by improving investigative clearance rates. The project will include developing an action plan to guide the project (Deliverable 1), conducting a review of past cases to identify correlates of case clearances, interviewing detectives on their perceptions of effective investigations, developing investigative checklists that can be deployed within a mobile application that integrates with MPD's records management system, conducting a pilot of the strategy to improvement implementation, implementing the checklist strategy patrol-wide, executing a quasi-experimental evaluation of the strategy, and writing a final report (Deliverable 2) detailing the strategy and its impact as well as a formal policy (Deliverable 3). MPD will partner with the University of Cincinnati to evaluate the strategy.

Chief of Police
Allen D. Aldenberg
Assistant Chief
Peter A. Marr



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

CITY OF MANCHESTER
Police Department

September 27, 2023

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 \$254,695.00 for Manchester, Nashua, and the Hillsborough County.

This award is for 10/01/2023 to 12/30/2026.

The funds breakdown is as follows:

Overtime	-	\$ 40,000.00
Equipment	-	\$164,578.00
Other	-	\$ 50,117.00

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



City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Fifty Four Thousand Six Hundred Ninety Five Dollars (\$254,695) for the FY2024 CIP 411724 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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 FEDERAL funds in the amount of \$254,695 from the U.S. Department of Justice, Justice Assistance Grant Award to provide funding to FY2024 CIP 411724 Justice Assistance Grant.

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY 2024 CIP 411724 Justice Assistance Grant - \$254,695 FEDERAL

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 411724

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Justice Assistance Grant

Amending Resolution: 12/5/2023

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	10/01/2023
2.	Project Completion	12/30/2026
3.		
4.		
5.		
		12/30/2026

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	\$164,578.00	\$0.00	\$0.00	\$164,578.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$50,117.00	\$0.00	\$0.00	\$50,117.00
TOTAL	\$254,695.00	\$0.00	\$0.00	\$254,695.00

Revisions:**Comments:** Funds of \$254,695 from U.S. Dept. of Justice, Justice Assistance Grant Award

Award Information

Recipient Information

Recipient Name

CITY OF MANCHESTER

UEI

CNSJJ8B31T48

Street 1

405 VALLEY ST

Street 2

City

MANCHESTER

State/U.S. Territory

New Hampshire

Zip/Postal Code

03103

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/25/23

Award Type

Initial

Award Number

15PBJA-23-GG-03627-JAGX

Supplement Number

00

Federal Award Amount

\$254,695.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 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)

Project Information

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Application Number

GRANT13963863

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Jennifer Lewis

Phone Number

[202-305-8064](tel:202-305-8064)

E-mail Address

Jennifer.L.Lewis@usdoj.gov

Project Title

2023 JAG for City of Manchester, Nashua, and Hillsborough County

Performance Period Start Date

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The City of Manchester and City of Nashua will use JAG funds to purchase additional law enforcement equipment, attend training and increase dedicated law enforcement operations with overtime. The Hillsborough County will use JAG funds for the Intensive Apprehension Program and Community Outreach Program will allow increased activity to aggressively pursue felons and provide community training in Hillsborough County.

Chief of Police
Allen D. Aldenberg
Assistant Chief
Peter A. Marr



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

CITY OF MANCHESTER
Police Department

November 6, 2023

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 01/01/2024 to 3/31/2025.

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



City of Manchester
New Hampshire

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Ninety Three Thousand Dollars (\$93,000) for FY 2024 CIP 411824 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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 funding to support Domestic Violence cases; and

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By Adding:

FY 2024 CIP 411824 STOP Violence Against Women - \$93,000 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 411824

Project Year: 2024

CIP Resolution: 6/6/2023

Title: STOP Violence Against Women

Amending Resolution: 12/5/2023

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. Program Initiation

1/1/2024

2. Program Completion

3/31/2025

3.

4.

5.

3/31/2025

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:**

Funding from NH Department of Justice

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- -072-500574	1.7. Completion Date 12/31/2024	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

- 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.

EXHIBIT A

Special Conditions Grant # 15JOVW-23-GG-00589-STOP

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.

EXHIBIT A

Special Conditions

Grant # 15JOVW-23-GG-00589-STOP

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.
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

EXHIBIT A

Special Conditions Grant # 15JOVW-23-GG-00589-STOP

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, 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

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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 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.

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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> (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

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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.

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."

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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) 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

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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 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--

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(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)

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

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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 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 Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and the OVWs 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.

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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 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;

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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 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.

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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 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

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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 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), and 34 U.S.C. 10454 (regarding victim-center prosecution), and 34 U.S.C. 10446(d)(6)(regarding award conditions).

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

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- (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.

50. Due to significant limitations and regulatory differences set forth by Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, funding received from federal fiscal year 2023 STOP Violence Against Women Act formula grant, and federal fiscal years thereafter, must not be commingled with STOP Violence Against Women Act funding from the 2022 federal fiscal funding or preceding federal fiscal years.

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 for victims of sexual assault, 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
1 Granite Place, South
Concord, NH 03301
1 (603) 271-8091 or travis.n.teeboom@doj.nh.gov

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 1/1/2024, whichever is later, to 12/31/2024, 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 12/31/2024, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, _____ [responsible official], certify that the 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 the 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.

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;

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—

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 2024VAW15** 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

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

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;

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.

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:

EXHIBIT G
Certification

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

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.

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.

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.

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, Committee Chair
FROM: Chief Ryan Cashin
DATE: October 23, 2023
RE: Permission to Accept

RC

I am requesting permission to accept the following FFY 2023 Homeland Security Grant awards, all of which are 100% federal funding with no cost share required:

1. HazMat Allocation in the amount of \$60,715 for HazMat equipment and training.
2. Hazardous Substance Detection in the amount of \$75,000 for a handheld Rigaku handheld unit.
3. Infrastructure/Crowded Places Hardening in the amount of \$500,000 for vehicle resistant barricades.

Award letters for all three grants are included with this request. In addition for permission to accept, I will need a Certificate of Authority for each for completion of the required grant award documentation.

Thank you for your consideration of these items.

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



EDDIE EDWARDS
STEVEN R LAVOIE
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 17, 2023

To: Chief Ryan Cashin, Manchester Fire Department Hazmat Team

From: Pamela Urban-Morin, Grants Administrator – Grants Management Bureau

Re: 2023 Homeland Security Grant Program – Hazmat Equipment

Amount of Award: **\$60,715.00**

Congratulations! Enclosed is the award package for the above referenced grant. Please review these documents and sign where appropriate. There are 12 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 and 6. At this time 7, 8, 9, 10, 11 and 12 are for reference. 12 is 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. Cyber Survey background sheet **(Must be completed by 2/28/24)**
8. Procurement Method \$0 to \$10,000
9. Procurement Method \$10,000.01 to \$250,000.00
10. Sole Source Procurement
11. Town Manager vs Town Administrators fact sheet (may not be applicable)
12. EHP Screening Form and Instructions (may not be applicable)

We are looking forward to working together on this program with you! **Please return these signed and completed documents within 30 days.**

Best regards,



Pamela Urban-Morin
Grants Administrator

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

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



EDDIE EDWARDS
STEVEN R LAVOIE
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 17, 2023

To: Chief Ryan Cashin, Manchester Fire Department

From: Pamela Urban-Morin, Grants Administrator – Grants Management Bureau

Re: 2023 Homeland Security Grant Program – Hazardous Substance Detection

Amount of Award: **\$75,000.00**

Congratulations! Enclosed is the award package for the above referenced grant. Please review these documents and sign where appropriate. There are 12 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.

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6. Acceptance of Audit Requirements
7. Cyber Survey background sheet **(Must be completed by 2/28/24)**
8. Procurement Method \$0 to \$10,000
9. Procurement Method \$10,000.01 to \$250,000.00
10. Sole Source Procurement
11. Town Manager vs Town Administrators fact sheet (may not be applicable)
12. EHP Screening Form and Instructions (may not be applicable)

We are looking forward to working together on this program with you! **Please return these signed and completed documents within 30 days.**

Best regards,



Pamela Urban-Morin
Grants Administrator

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

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



EDDIE EDWARDS
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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 17, 2023

To: Chief Ryan Cashin, Manchester Fire Department

From: Pamela Urban-Morin, Grants Administrator – Grants Management Bureau

Re: 2023 Homeland Security Grant Program –Infrastructure/ Crowded Places Hardening

Amount of Award: **\$500,000.00**

Congratulations! Enclosed is the award package for the above referenced grant. Please review these documents and sign where appropriate. There are 12 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 and 6. At this time 7, 8, 9, 10, 11 and 12 are for reference. 12 is 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. Cyber Survey background sheet (Must be completed by 2/28/24)
8. Procurement Method \$0 to \$10,000
9. Procurement Method \$10,000.01 to \$250,000.00
10. Sole Source Procurement
11. Town Manager vs Town Administrators fact sheet (may not be applicable)
12. EHP Screening Form and Instructions (may not be applicable)

We are looking forward to working together on this program with you! Please return these signed and completed documents within 30 days.

Best regards,



Pamela Urban-Morin
Grants Administrator

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

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Six Hundred Thirty Five Thousand Seven Hundred Fifteen Dollars (\$635,715) for the FY2024 CIP 411924 2023 Hazmat Allocation, FY2024 412024 2023 Hazardous Substance Detection, and FY2024 CIP 412124 2023 Infrastructure/Crowded Places Hardening.”

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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 funds in the amount of \$635,715 from the NH Department of Safety to provide funding to FY2024 CIP 411924 2023 Hazmat Allocation, FY2024 412024 2023 Hazardous Substance Detection, and FY2024 CIP 412124 2023 Infrastructure/Crowded Places Hardening;

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY2024 CIP 411924 2023 Hazmat Allocation - \$60,715 STATE

FY2024 412024 2023 Hazardous Substance Detection - \$75,000 STATE

FY2024 CIP 412124 2023 Infrastructure/Crowded Places Hardening- \$500,000 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 411924

Project Year: 2024

CIP Resolution: 6/6/2023

Title: 2023 Hazmat Allocation

Amending Resolution: 12/5/2023

Administering Department: Fire Department

Revision:

Project Description:

The City has been awarded grant funds to purchase HazMat equipment and perform training.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

7/1/2023

2. Project Completion

8/31/2026

3.

4.

5.

8/31/2026

Line Item Budget

STATE

TOTAL

Salaries and Wages

\$13,413.00

\$0.00

\$0.00

\$13,413.00

Fringes

\$6,587.00

\$0.00

\$0.00

\$6,587.00

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

\$40,715.00

\$0.00

\$0.00

\$40,715.00

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**\$60,715.00****\$0.00****\$0.00****\$60,715.00****Revisions:****Comments:**

Funds from the NH Department of Safety. Program initiation and completion dates determined by the grantor.

CIP BUDGET AUTHORIZATION

CIP#: 412024

Project Year: 2024

CIP Resolution: 6/6/2023

Title: 2023 Hazardous Substance Detection

Amending Resolution: 12/5/2023

Administering Department: Fire Department

Revision:

Project Description:

The City has been awarded grant funds to purchase a handheld Rigaku unit. This is used to detect hazardous substances.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

7/1/2023

2. Project Completion

8/31/2023

3.

4.

5.

8/31/2023

Line Item Budget

STATE

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

\$75,000.00

\$0.00

\$0.00

\$75,000.00

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**\$75,000.00****\$0.00****\$0.00****\$75,000.00****Revisions:****Comments:**

Funds from the NH Department of Safety. Program initiation and completion dates determined by the grantor.

CIP BUDGET AUTHORIZATION

CIP#: 412124

Project Year: 2024

CIP Resolution: 6/6/2023

Title: 2023 Infrastructure/Crowded Places Hardening

Amending Resolution: 12/5/2023

Administering Department: Fire Department

Revision:

Project Description:

The City has been awarded grant funds to purchase vehicle resistant barricades.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

7/1/2023

2. Project Completion

8/31/2026

3.

4.

5.

8/31/2026

Line Item Budget

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

\$500,000.00

\$0.00

\$0.00

\$500,000.00

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**\$500,000.00****\$0.00****\$0.00****\$500,000.00****Revisions:****Comments:**

Funds from the NH Department of Safety. Program initiation and completion dates determined by the grantor.

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, Committee Chair
FROM: Chief Ryan Cashin
DATE: November 7, 2023
RE: Permission to Accept

PC

I am requesting permission to accept a FFY 2023 EOC Grant award in the amount of \$338,000 for upgrades and renovations to the City's Emergency Operations Center. This grant award carries a 25% cost share equating to \$112,667. The City's Department of Public Works, Facilities Division is prepared to cover the cost share.

In addition to permission to accept funding, I am requesting a Certificate of Authority for this grant in order to complete the required grant award documentation.

Thank you for your consideration.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Three Hundred Thirty-Eight Thousand Dollars (\$338,000) for FY 2024 CIP 412224 2023 EOC Grant Award.”

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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 Safety to provide funding for upgrades to the City’s Emergency Operations Center; and

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By Adding:

FY 2024 CIP 412224 2023 EOC Grant Award - \$338,000 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 412224

Project Year: 2024

CIP Resolution: 6/6/2024

Title: 2023 EOC Grant Award

Amending Resolution: 12/5/2023

Administering Department: Fire Department

Revision:

Project Description:

The City has been awarded grant funds to make necessary renovations and technological upgrades to the City's EOC.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

7/1/2023

2. Project Completion

8/31/2023

3.

4.

5.

8/31/2023

Line Item Budget

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

\$200,000.00

\$0.00

\$0.00

\$200,000.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$78,000.00

\$0.00

\$0.00

\$78,000.00

Other

\$60,000.00

\$0.00

\$0.00

\$60,000.00

TOTAL**\$338,000.00****\$0.00****\$0.00****\$338,000.00****Revisions:****Comments:**

Funds from the NH Department of Safety. Program initiation and completion dates determined by the grantor. 25% cost share equating to \$112,667 to be covered by DPW Facilities.

Timothy J. Clougherty

Public Works Director

Owen P. Friend-Gray, P.E.

Deputy Public Works Director

Mark Gomez

Chief of Parks, Recreation & Cemetery



Commission

Tammy Harrison, Chair

David Flurey

Erika Connors

Erin Loomis Laughlin

Colin Manning

CITY OF MANCHESTER

Department of Public Works

Parks, Recreation & Cemetery Division

Monday, October 23, 2023

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: Acceptance of Transfers into CIP 510424 – Park Playground Replacement and Retrofitting

Dear Alderman Stewart:

The Department of Public Works (DPW) respectfully requests that **CIP 510424** Park Playground Replacement and Retrofitting be allowed to accept transfers from two CIP Projects with similar objectives; \$150,000 from **CIP 510223** and \$140,441 from **CIP 510622** to consolidate Park Playground Replacement projects.

Revised Budget Authorizations are attached for all CIP projects to recognize the ability to accept and transfer funds.

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 at this office.

Best Regards,

Kate Waldo

Parks Project Manager

cc/ Tim Clougherty
Owen Friend-Gray
Mary Williams
Mark Gomez

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2022, FY2023 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Two Hundred Ninety Thousand Four Hundred and Forty One Dollars (\$290,441) for the FY2024 CIP 510424 Park Playground Replacement and Retrofitting.

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, 2023 and 2024 CIP as contained in the 2022, 2023 and 2024 CIP budget; and

WHEREAS, the 2022, 2023 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2022 CIP 510622 Playground Replacement - Parks and FY2023 CIP 510223 FY23 Parks Playground Replacements to FY2024 CIP 510424 Park Playground Replacement and Retrofitting.

NOW, THEREFORE, be it resolved that the 2022, 2023 and 2024 CIP be amended as follows:

By decreasing:

FY2022 CIP 510622 Playground Replacement - \$140,441 BOND

FY2023 CIP 510223 FY23 Parks Playground Replacements - \$150,000 BOND

By increasing:

FY 2024 CIP 510424 Park Playground Replacement - \$290,441 BOND

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#:	510223	Project Year:	2023	CIP Resolution:	5/17/2022
Title:	FY23 Park Playground Replacements			Amending Resolution:	12/5/2023
Administering Department	DPW-Parks, Rec & Cemeteries			Revision:	#1

Project Description: Replacement of two park playgrounds in worst condition as part of ongoing effort to get all playgrounds on a safe, regular replacement schedule in line with best practices.

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

Critical Events

1.	Project Initiation	7/1/2022
2.	Project Completion	6/30/2037
3.		
4.		
5.		
		6/30/2037

Line Item Budget

	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	\$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	\$0.00	\$0.00	\$0.00	\$0.00

Revisions: #1-Transfers \$150,000 BOND into CIP 510324 (BOND \$150,000 to \$0) consolidate Park Playground Replacement proj

Comments:

Planning Department/Startup Form - 07/1/20

\$0.00

CIP BUDGET AUTHORIZATION

CIP#: 510424

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Park Playground Replacement and Retrofitting

Amending Resolution: 12/5/2023

Administering Department DPW-Parks, Rec. and Cemetery

Revision: #1

Project Description: To provide new playground equipment and surfacing at City parks.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2023
2.	Project Completion	6/30/2038
3.		
4.		
5.		
		6/30/2038

Line Item Budget

	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	\$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	\$590,441.00	\$0.00	\$0.00	\$590,441.00
TOTAL	\$590,441.00	\$0.00	\$0.00	\$590,441.00

Revisions:

#1 - Increases budget \$290,441 Bond (from \$300,000 to \$590,441) , \$150,000 transferred from CIP 510223 and \$140,441 transferred from CIP 510622 to consolidate multi-year Park Playground Replacement Projects 12-5-2023

Comments:

Planning Department/Startup Form - 07/1/20

\$590,441.00

CIP BUDGET AUTHORIZATION

CIP#: 510622

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Playground Replacement

Amending Resolution: 12/5/2023

Administering Department DPW-Parks, Rec & Cemeteries

Revision: #1

Project Description:

Playgrounds at Enright Park, Simpson Park and Pine Island Park are at the end of useful life as safe structures that can still be maintained and should be replaced. This project will result in increased accessibility in the playground space shared by children of various ages.

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

6/30/2036

6/30/2036

Line Item Budget

BOND

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

\$59,559.00

\$0.00

\$0.00

\$59,559.00

TOTAL**\$59,559.00****\$0.00****\$0.00****\$59,559.00****Revisions:**

#1 - Decreases budget \$140,441 (from \$200,000 to \$59,559) and transfers to CIP 510424 to consolidate multi year Park Playground Replacement projects - 12-5-2023.

Comments:

Planning Department/Startup Form - 07/1/20

\$59,559.00



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program

Jeffrey D. Belanger, AICP
Director

Pamela H. Goucher, AICP
Deputy Director of Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director of Building Regulations

MEMORANDUM

To: Alderman Will Stewart
Chairman, CIP Committee

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

Date: November 9, 2023

Re: CIP #610923 Family Place First Floor Renovation Project – Project Close Out

Families in Transition has informed the Planning and Community Development Department that they have decided not to move forward with the Family Place renovation project at 167 Lake Avenue due to increased construction costs. As a result, PCD is requesting that the project be closed out and that the \$240,000 of HOME-ARP funds be made available for a future project.

As stated in a separate memorandum, our recommendation is to reallocate the HOME-ARP funds from CIP #610923 to CIP #610823, then remove the same amount of HOME funds from CIP #610823. This would allow the City to retain the more flexible type of funds for use in a future project.

We have prepared the appropriate CIP amending resolution and budget authorization forms in the event that the Committee and the Board of Mayor and Aldermen approve this request.

Respectfully, I request that the Committee recommend the acceptance of this amending resolution and budget authorization form to the full Board of Mayor and Aldermen.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2023 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Forty Thousand Dollars (\$240,000) for the FY2023 CIP 610923 Family Place First Floor Renovation Project.”

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 reduce the amount of funding authorized for the implementation of the FY2023 CIP 610923 Family Place First Floor Renovation Project;

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

By decreasing:

FY2023 CIP 610923 Family Place First Floor Renovation Project - \$240,000 HOME-ARP

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 610923

Project Year: 2023

CIP Resolution: 5/17/2022

Title: Family Place First Floor Renovation Project

Amending Resolution: 12/5/2023

Administering Department: Families In Transition

Revision: #2-Close out

Project Description: Renovation of the first floor of the Family Place Shelter located at 167 Lake Avenue. The renovation will result in the creation of 3 units of non congregate emergency shelter

Federal Grants

Federal Grant: Yes

Environmental

Review Required: Yes

Grant Executed:

Completed: No

Critical Events

1.	Project Initiation	10/18/2022
2.	Project Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	HOME-ARP			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	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

Revisions:

Rev. #1 - Extend completion date from 6/30/2023 to 12/31/2023

Rev. #2 - Decreases budget \$240,000 (from \$240,000 to \$0) and closes project.

Comments: \$240,000 of HOME-ARP transferred from CIP #610722.

Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

November 8, 2023 (23-173)

Chairman Stewart
City of Manchester – CIP Committee
One City Hall Plaza
Manchester, NH 03101

Subject: **CIP Adjustments**

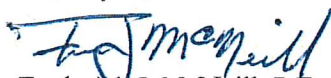
Dear Chairman Stewart,

EPD respectfully requests that the following CIP project balances be transferred and budgets adjusted as indicated below:

1. \$1,117,071.10 from CIP 710816 be transferred to CIP 710819 (\$950,000.00) and CIP 710524 (\$167,071.10) – The Cohas Brook Sewer Project's Contract No. 4 (710816) has been completed and these unspent funds are being reallocated to two other programmed projects; WWTP Emergency Power Project (710819) and CMOMs Contract No. 6 (710524).
2. \$666,186.77 from CIP 711022 and \$236.12 from CIP 710921 be transferred to CIP 710723 (\$358,217.86) and CIP 710524 (\$308,205.03) - These projects are all for CMOM Study, Design & Construction and is a consolidation of three CIPs.
3. \$700,000 from CIP 710724 be transferred to CIP 711222. These projects are both Sewer Infrastructure related and the transfer is required for unforeseen construction conditions associated with our ongoing CSO System Optimization Project.

The revised CIP Budget Authorization forms containing the above proposed changes have been attached. 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.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2021, FY2022, FY2023 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Six Hundred Sixty-Six Thousand Four Hundred Twenty-Two Dollars and Eighty-Nine Cents (\$666,422.89) for FY2023 CIP 710723 CMOM Study, Design and Construction – Sewer Bond and FY2024 CIP 710524 CMOM C-6 Study, Design & Construction.”

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, 2023 and 2024 CIP as contained in the 2021, 2022, 2023 and 2024 CIP budget; and

WHEREAS, the 2021, 2022, 2023 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2021 CIP 710921 CMOMs Study, Design and Construction and FY2022 CIP 711022 CMOM Study, Design and Construction to FY2023 CIP 710723 CMOM Study, Design and Construction – Sewer Bond and FY2024 CIP 710524 CMOM C-6 Study, Design & Construction.

NOW, THEREFORE, be it resolved that the 2021, 2022, 2023 and 2024 CIP be amended as follows:

By decreasing:

- FY2021 CIP 710921 CMOMs Study, Design and Construction - \$236.12 ENTERPRISE
- FY2022 CIP 711022 CMOM Study, Design and Construction - \$666,186.77 ENTERPRISE

By increasing:

- FY2023 CIP 710723 CMOM Study, Design and Construction - Sewer Bond
\$358,217.86 ENTERPRISE
- FY 2024 CIP 710524 The CMOM C-6 Study, Design & Construction -
\$308,205.03 ENTERPRISE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 710723

Project Year: 2023

CIP Resolution: 5/17/2022

Title: CMOM Study, Design & Construction-Sewer Bond

Amending Resolution: 12/5/2023

Administering Department DPW-EPD

Revision: #2

Project Description: CMOM Study, design and construction of improvements to the city's sewer system.

Federal Grants

Federal Grant:

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2023
2.	Project Completion	6/30/2030
3.		
4.		
5.		
		6/30/2030

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	\$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	\$750,000.00	\$0.00	\$0.00	\$750,000.00
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	\$4,250,000.00	\$358,217.86	\$0.00	\$4,608,217.86
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$5,000,000.00	\$358,217.86	\$0.00	\$5,358,217.86

Revisions:

#1 - Establish completion date as 6/30/2030

#2 - 12/5/23 - Increase budget \$358,217.86 BOND (\$0 to \$358,217.86) total budget \$5,000,000 to \$5,358,217.86

Funds tranfered from CIP 711022 12/5/2023

Comments:

Planning Department/Startup Form - 07/1/20

\$5,358,217.86

CIP BUDGET AUTHORIZATION

CIP#: 711022 Project Year: 2022 CIP Resolution: 6/8/2021
 Title: CMOM Study, Design, and Construction Amending Resolution: 12/5/2023
 Administering Department DPW-EPD Revision: #6

Project Description: CMOM-Study, design, and construction of improvements to the City's sewer system.

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

Critical Events

1. Project Initiation	7/1/2021
2. Project Completion	6/30/2030
3.	
4.	
5.	
	6/30/2030

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	\$12,250.00	\$1,891,782.14	\$0.00	\$1,904,032.14
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$1,000,000.00	\$0.00	\$1,000,000.00
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	\$2,448,215.88	\$500,000.00	\$0.00	\$2,948,215.88
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$2,460,465.88	\$3,391,782.14	\$0.00	\$5,852,248.02

Revisions: #1 - Increases BOND \$1,500,000 BOND (transferred from CIP #712722), decreases ENTERPRISE \$1,500,000 (from \$1,500,000 to \$0).
 #2- Increase ENTERPRISE budget by \$214,598.22 (from \$0 to \$214,598.22) transferred from CIP #711320-\$165,658.40 and CIP #710921-\$48,939.82.

Comments: #6- 12-5-23 Decrease budget \$666,186.77 (\$6,518,434.79 to \$5,852,248.02) \$307,968.91 ENTERPRISE to CIP 710524 and \$358,217.86 BOND to CIP 710723 12-5-23
 #3- Increase ENTERPRISE by \$2,250,000 (from \$214,598.22 to \$2,464,598.22) transferred from CIP #71068 and increase BOND by \$2,250,000 (from \$1,500,000 to \$3,750,000) transferred from CIP #711021 for a total of \$4,500,000.
 #4 - Extend completion date from 12/31/2022 to 6/30/2030#5 Increase ENTERPRISE budget by \$303,836.57 (from

Planning Department/Startup Form - 07/1/20

\$5,852,248.02

CIP BUDGET AUTHORIZATION

CIP#: 710524

Project Year: 2024

CIP Resolution: 6/6/2023

Title: CMOM C-6 Study, Design & Construction

Amending Resolution: 12/5/2023

Administering Department DPW-EPD

Revision: #1

Project Description: CMOM Study, design and construction of improvements to the City's sewer system.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2023
2.	Project Completion	6/30/2024
3.		
4.		
5.		
		6/30/2024

Line Item Budget

	ENTERPRISE			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	\$1,975,276.13	\$0.00	\$0.00	\$1,975,276.13
TOTAL	\$1,975,276.13	\$0.00	\$0.00	\$1,975,276.13

Revisions: #1- Increase budget \$475,276.13 ENTERPRISE (\$1,500,000 to \$1,975,276.13) Funds transferred as follows :\$167,071 from CIP 710816;, \$236.12 from CIP 710921; and \$307,968.91 from CIP 711022**Comments:**

Planning Department/Startup Form - 07/1/20

\$1,975,276.13

CIP BUDGET AUTHORIZATION

CIP#: 710921

Project Year: 2021

CIP Resolution: 6/9/2020

Title: CMOMs Study, Design and Construction

Amending Resolution: 12/5/2023

Administering Department: Public Works-EPD

Revision: #4 -Closeout

Project Description:

Capacity, Management, Operations and Maintenance (CMOMs) is an EPA mandated program to systemically operate and maintain sewer infrastructure. This project will consist of the study, design, and construction of improvements to the city's aging and failing 385 mile sewer system.

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

12/31/2023

12/31/2023

Line Item Budget

ENTERPRISE

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

\$993,384.88

\$0.00

\$0.00

\$993,384.88

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

\$4,380,380.10

\$0.00

\$0.00

\$4,380,380.10

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$5,373,764.98****\$0.00****\$0.00****\$5,373,764.98****Revisions:**

#1-Increase budget by \$422,940.92 (from \$5,000,000.00 to \$5,422,940.92), \$10,460.95 from CIP #710914, \$375,014.28 from CIP #710418, \$8,994.15 from CIP #710617, \$23,689.45 from CIP #711016, and \$4,782.09 from CIP #710817.

#2-Change line items, decrease budget by \$48,939.82 (from \$5,422,940.92 to \$5,374,001.10) and transfer to #711022.

Comments:

Anticipate self funded by sewer fees.

#3- Extend project completion date from 12/31/2022 to 12/31/2023.

#4- 12/5/23 - Decrease total budget \$236.12 (\$5,374,001.10 to \$5,373,764.98) transfer to CIP 710524. Close Out CIP

Planning Department/Startup Form - 07/1/20

\$5,373,764.98

Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

November 8, 2023 (23-173)

Chairman Stewart
City of Manchester – CIP Committee
One City Hall Plaza
Manchester, NH 03101

Subject: **CIP Adjustments**

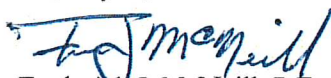
Dear Chairman Stewart,

EPD respectfully requests that the following CIP project balances be transferred and budgets adjusted as indicated below:

1. \$1,117,071.10 from CIP 710816 be transferred to CIP 710819 (\$950,000.00) and CIP 710524 (\$167,071.10) – The Cohas Brook Sewer Project's Contract No. 4 (710816) has been completed and these unspent funds are being reallocated to two other programmed projects; WWTP Emergency Power Project (710819) and CMOMs Contract No. 6 (710524).
2. \$666,186.77 from CIP 711022 and \$236.12 from CIP 710921 be transferred to CIP 710723 (\$358,217.86) and CIP 710524 (\$308,205.03) - These projects are all for CMOM Study, Design & Construction and is a consolidation of three CIPs.
3. \$700,000 from CIP 710724 be transferred to CIP 711222. These projects are both Sewer Infrastructure related and the transfer is required for unforeseen construction conditions associated with our ongoing CSO System Optimization Project.

The revised CIP Budget Authorization forms containing the above proposed changes have been attached. 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.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2016, FY2019 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of One Million One Hundred Seventeen Thousand and Seventy One Dollars and Ten Cents (\$1,117,071.10) for FY2019 CIP 710819 WWTP Emergency Power Upgrade - Study, Design and Construction and FY2024 CIP 710524 CMOM C-6 Study, Design & Construction.”

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 2016, 2019 and 2024 CIP as contained in the 2016, 2019 and 2024 CIP budget; and

WHEREAS, the 2016, 2019 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2016 CIP 710816 Cohas Brook Sewer to FY2019 CIP 710819 WWTP Emergency Power Upgrade - Study, Design and Construction and FY2024 CIP 710524 CMOM C-6 Study, Design & Construction.

NOW, THEREFORE, be it resolved that the 2016, 2019 and 2024 CIP be amended as follows:

By decreasing:

FY2016 CIP 710816 Cohas Brook Sewer - \$1,117,071.10 ENTERPRISE & BOND

By increasing:

FY2019 CIP 710819 WWTP Emergency Power Upgrade - Study, Design and Construction -
\$545,000 ENTERPRISE
\$405,000 BOND

FY 2024 CIP 710524 The CMOM C-6 Study, Design & Construction -
\$167,071.10 ENTERPRISE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 710816	Project Year: 2016	CIP Resolution: 6/9/2015
Title: Cohas Brook Sewer	Amending Resolution: 12/5/2023	
Administering Department Public Works-EPD	Revision: #7	

Project Description:

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

Critical Events

1.	Project Initiation	7/1/2015
2.	Project Completion	06/30/2030
3.		
4.		
5.		
		06/30/2030

Line Item Budget

	ENTERPRISE	BOND		TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$116,688.04	\$883,311.96	\$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	\$1,500,000.00	\$0.00	\$1,500,000.00
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	\$1,087,928.90	\$10,795,000.00	\$0.00	\$11,882,928.90
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$1,204,616.94	\$13,178,311.96	\$0.00	\$14,382,928.90

Revisions:

#1 - Increases budget by \$169,251.05 from CIP Project# 710413.

#2 - Increases budget \$8,080,748.95 from \$8,419,251.05 to \$16,500,000 and completion date extended to 12/31/2022

#3 - Increases Bond \$13,583,311.96 (Transferred from CIP #712722). decreases ENTERPRISE \$13,583,311.96 (from \$16,500,000 to \$2,916,688.04). #4 - Line item adjustment.

Comments:

#4 -Line Item budget revisions.

#5 - Extend project completion date from 12/31/2022 to 6/30/2030.

#6 - 3/21/23 Decrease budget by \$1,000,000 ENTERPRISE (from \$2,016,688.04 to \$1,916,688.04) and transfer \$250,000 ENTERPRISE to CIP #711022 and \$750,000 ENTERPRISE to CIP #711222.

#7 - 12/5/23 -Decrease total budget by \$1,117,071.10 (\$15,500,000 to \$14,382,928.90) transfer \$167,071.10 ENTERPRISE to CIP 710524 and \$545,000 ENTERPRISE and \$405,000 BOND to CIP 710819

CIP BUDGET AUTHORIZATION

CIP#: 710819 Project Year: 2019 CIP Resolution: 6/12/2018
Title: WWTP Emergency Power Upgrade- Study, Design, and Constructio Amending Resolution: 12/5/2024
Administering Department Public Works-EPD Revision: #3

Project Description: The study, design, and construction of upgrades to the wastewater treatment plant's emergency power system.

Federal Grants

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

Critical Events

1. Project Initiation	7/17/2018
2. Project Completion	6/30/2030
3.	
4.	
5.	
	6/30/2030

Line Item Budget

	ENTERPRISE	BOND		TOTAL
Salaries and Wage	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$545,000.00	\$1,155,000.00	\$0.00	\$1,700,000.00
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	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$545,000.00	\$1,155,000.00	\$0.00	\$1,700,000.00

Revisions:

#1 2/1/22 - Increases Bond \$750,000 (Transferred from CIP #712722). Decreases ENTERPRISE \$750,000 (from \$750,000 to \$0).
#2 - Extend project completion date from 12/31/2024 to 6/30/2030.
#3 - Increase total budget \$950,000 (\$750,000 to \$1,700,000) \$545,000 ENTERPRISE & \$405,000 BOND

Comments:

#3 transferred from #710816

CIP BUDGET AUTHORIZATION

CIP#: 710524

Project Year: 2024

CIP Resolution: 6/6/2023

Title: CMOM C-6 Study, Design & Construction

Amending Resolution: 12/5/2023

Administering Department DPW-EPD

Revision: #1

Project Description: CMOM Study, design and construction of improvements to the City's sewer system.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2023
2.	Project Completion	6/30/2024
3.		
4.		
5.		
		6/30/2024

Line Item Budget

	ENTERPRISE			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	\$1,975,276.13	\$0.00	\$0.00	\$1,975,276.13
TOTAL	\$1,975,276.13	\$0.00	\$0.00	\$1,975,276.13

Revisions: #1- Increase budget \$475,276.13 ENTERPRISE (\$1,500,000 to \$1,975,276.13) Funds transferred as follows :\$167,071 from CIP 710816;, \$236.12 from CIP 710921; and \$307,968.91 from CIP 711022**Comments:**

Planning Department/Startup Form - 07/1/20

\$1,975,276.13

Timothy J. Clougherty
Public Works Director

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

Frederick J. McNeill, P.E.
Chief Engineer



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works
Environmental Protection Division

November 8, 2023 (23-173)

Chairman Stewart
City of Manchester – CIP Committee
One City Hall Plaza
Manchester, NH 03101

Subject: **CIP Adjustments**

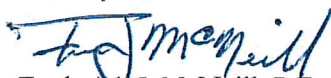
Dear Chairman Stewart,

EPD respectfully requests that the following CIP project balances be transferred and budgets adjusted as indicated below:

1. \$1,117,071.10 from CIP 710816 be transferred to CIP 710819 (\$950,000.00) and CIP 710524 (\$167,071.10) – The Cohas Brook Sewer Project's Contract No. 4 (710816) has been completed and these unspent funds are being reallocated to two other programmed projects; WWTP Emergency Power Project (710819) and CMOMs Contract No. 6 (710524).
2. \$666,186.77 from CIP 711022 and \$236.12 from CIP 710921 be transferred to CIP 710723 (\$358,217.86) and CIP 710524 (\$308,205.03) - These projects are all for CMOM Study, Design & Construction and is a consolidation of three CIPs.
3. \$700,000 from CIP 710724 be transferred to CIP 711222. These projects are both Sewer Infrastructure related and the transfer is required for unforeseen construction conditions associated with our ongoing CSO System Optimization Project.

The revised CIP Budget Authorization forms containing the above proposed changes have been attached. 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.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2022 and FY2024 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Seven Hundred Thousand Dollars (\$700,000) for the FY2022 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 2022 and 2024 CIP as contained in the 2022 and 2024 CIP budget; and

WHEREAS, the 2022 and 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds from FY2024 CIP 710724 Christian Brook C-2 to FY2022 CIP 711222 CSO Optimization/Controls.

NOW, THEREFORE, be it resolved that the 2022 and 2024 CIP be amended as follows:

By decreasing:

FY2024 CIP 710724 Christian Brook C-2 - \$700,000 ENTERPRISE

By increasing:

FY2022 CIP 711222 CSO Optimization/Controls - \$700,0000 ENTERPRISE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 710724

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Christian Brook C-2

Amending Resolution: 12/5/2023

Administering Department DPW-EPD

Revision: #2

Project Description: Construction phase of the Christian Brook Laterals CSO project

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Project Initiation

7/1/2023

2. Project Completion

6/30/2053

3.

4.

5.

6/30/2053

Line Item Budget**EPD BOND****ENTERPRISE****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

\$20,250,000.00

\$6,050,000.00

\$0.00

\$26,300,000.00

TOTAL**\$20,250,000.00****\$6,050,000.00****\$0.00****\$26,300,000.00****Revisions:**

#1 - Changes sources of funding from \$27,000,000 EPD Bond to \$20,250,000 EPD Bond and \$6,750,000 Enterprise.

#2 - Decrease budget \$700,000 (\$27,000,000 to \$26,300,000) Transfer \$700,000

ENTERPRISE (\$6,750,000 to \$6,050,000) to CIP 711222

Comments:

Planning Department/Startup Form - 07/1/20

\$26,300,000.00

CIP BUDGET AUTHORIZATION

CIP#: 711222 Project Year: 2022 CIP Resolution: 6/8/2021
 Title: CSO Optimization/Controls Amending Resolution: 12/5/2023
 Administering Department DPW-EPD Revision: #5

Project Description: Study, design, and construction of the CSO optimization and real time controls project.

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

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	6/30/2030
3.		
4.		
5.		
		6/30/2030

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	\$1,050,000.00	\$2,250,000.00	\$0.00	\$3,300,000.00
Other	\$700,000.00	\$0.00	\$0.00	\$700,000.00
TOTAL	\$1,750,000.00	\$3,250,000.00	\$0.00	\$5,000,000.00

Revisions: #1 - Increases BOND \$3,000,00 (transferred from CIP 712722), decreases ENTERPRISE \$3,000,000 (from \$3,000,000 to \$0.)
 #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: #5 - 12/5/23 Increase ENTERPRISE OTHER to \$700,000 (from \$1,050,000 to \$1,750,000) and total budget from \$4,300,000 to \$5,000,000 transfer to CIP 710724 12-5-2023
 Revision #3 - Extend completion date from 6/30/2023 to 6/30/2030
 Possible SRF loan from New Hampshire Department of Environmental Services.
 #4 - 3/21/23 Increase ENTERPRISE budget \$750,000 (from \$300,000 to \$1,050,000) and total budget (from

Planning Department/Startup Form - 07/1/20

\$5,000,000.00

Matthew Normand
City Clerk



JoAnn Ferruolo
Assistant City Clerk

Lisa McCarthy
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

TO: Committee on Community Improvement
Aldermen Stewart, Trisciani, E. Sapienza, Cavanaugh, Heath

FROM: Matthew Normand
City Clerk

DATE: November 1, 2023

RE: Conservation License Plate Grant Program Award

The City Clerk's Office is requesting permission to accept \$10,000.00 in grant funds from the New Hampshire State Library which has been awarded through the Conservation License Plate Grant Program (Moose Plate Grant). The Committee on Community Improvement recommended approving the request to apply for these grant funds on May 2, 2023, and the Board of Mayor and Aldermen accepted its recommendation on May 16, 2023. There is no City funding match requirement with this grant award.

These funds will be used to restore and digitize historic and one-of-a-kind election ledgers. These ledgers document Manchester's electoral history from 1854 – 1914. Restoration will stabilize and preserve the physical ledgers, and digitization will allow for these records to be freely accessible to the public online. Acceptance of these funds is imperative to the long-term preservation and open access of these historic records.

Thank you for your consideration.

From: [Shipman, Charles](#)
To: [Intranuovo, Michael](#)
Subject: [External Email] 2023-24 Moose Plate grant update
Date: Wednesday, October 11, 2023 11:22:32 AM

Hello, Michael, I'm pleased to inform you that your 2023 Moose Plate grant proposal has been approved. Next week I'll get the required forms out to you so that we can pay out the first 90% of your grant amount.

Congratulations, the review committee was thoroughly impressed with your application. If you have any questions, let me know, otherwise I'll be in touch next week.

Charles Shipman
Supervisor, Reference Section
New Hampshire State Library
603-271-2144
Charles.A.Shipman@dn-cr.nh.gov

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 DNCR – NH State Library		1.2. State Agency Address 20 Park St. Concord NH 03301	
1.3. Grantee Name City of Manchester		1.4. Grantee Address Office of the City Clerk, 1 City Hall Plaza, Manchester, NH 03101	
1.5 Grantee Phone # 603-792-6643	1.6. Account Number 34050000-073-509074	1.7. Completion Date 12-31-2024	1.8. Grant Limitation \$10,000
1.9. Grant Officer for State Agency Charles Shipman		1.10. State Agency Telephone Number 603-271-3302	
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").

Grantee Initials _____

Date _____

0. REA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
1. 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").
2. 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.
3. 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.
4. 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
5. 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.
- 9.1. 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.
0. 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.
1. 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.
2. 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,
3. 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.
0. 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.
1. 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.
2. 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.
3. 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

New Hampshire State Library Moose Plate Grant

Grantee: City of Manchester

Grant Period: 2023-24

Exhibit A

Special Provisions

There are no additional or special provisions.

Exhibit B

Scope of Work

OBLIGATION OF THE GRANTEE: The Grantee agrees to abide by the limitations, conditions, and procedures outlined herein and to perform grant activities as outlined in its grant application and project budget. Specifically: **Manchester will conduct preservation treatment, microfilm, and digitally scan city election ledgers, dated 1854-1914.**

ACKNOWLEDGEMENT: Funding credit must appear in all programs, publicity, and promotional materials. The following wording is suggested.

"This preservation project has been made possible through funds received from the sale of the New Hampshire Moose Conservation License Plate and administered by the New Hampshire State Library, a division of the New Hampshire Department of Cultural Resources."

FINAL GRANT REPORTS: The Grantee agrees to submit final narrative and financial reports on a form provided by the State Library by December 31, 2024. Failure to submit final reports will render the Grantee ineligible for future Conservation License Plate Grant funding within the NH Department of Natural and Cultural Resources.

Exhibit C

Payment Terms

GRANT AMOUNT: Total granted amount shall not exceed **\$10,000.**

PAYMENT METHOD and TERM: Payment will be made upon the acceptance of this grant agreement in the amount of ninety percent (90%) and in the amount of ten percent (10%) upon the acceptance of final grant reports and approval by the Governor and Executive Council through December 31, 2024.

Grantee Initials: ____

Date: ____

Municipality Certification of Authority

I, _____ (Name), hereby **certify/attest** that I am duly elected Clerk/Secretary of _____ (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on _____, 20 __, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That _____ (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of _____ (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of _____, 20 __. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: _____

ATTEST: _____
(Secretary/Clerk Signature Completing this Certificate)

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Ten Thousand Dollars (\$10,000) for the FY2024 CIP 810224 Document Preservation Project.”

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 2024 CIP as contained in the 2024 CIP budget; and

WHEREAS, the 2024 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 funds in the amount of \$10,000 from the State of NH Department of Natural and Cultural Resources NH State Library to provide funding to FY2024 CIP 810224 Document Preservation Project.

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By adding:

FY 2024 CIP 810224 Document Preservation Project - \$10,000 STATE

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 810224

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Document Preservation Project

Amending Resolution: 12/5/2023

Administering Department: City Clerk

Revision:

Project Description:

This grant award will be used to restore and digitize historic election ledgers from 1854-1913. Restoration will stabilize and preserve the physical ledgers, and digitization will allow for these records to be freely accessible to the public online.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	12/6/2023
2.	Project Completion	12/31/2024
3.		
4.		
5.		
		12/31/2024

Line Item Budget

	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	\$10,000.00	\$0.00	\$0.00	\$10,000.00
TOTAL	\$10,000.00	\$0.00	\$0.00	\$10,000.00

Revisions:**Comments:**

Funding of \$10,000 from State of NH, Dept. of Natural and Cultural Resources NH State Library 12-5-23

Planning Department/Startup Form - 07/1/20

\$10,000.00



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program

Jeffrey D. Belanger, AICP
Director

Pamela H. Goucher, AICP
Deputy Director of Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director of Building Regulations

MEMORANDUM

To: Alderman Will Stewart
Chairman, CIP Committee

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

JD B

Date: November 9, 2023

Re: CIP #810524 Planning and Administration – Budget Adjustment

The Planning and Community Development Department respectfully requests that \$5.64 of unprogrammed CDBG-CV funds be added to CIP #810524 Planning and Administration. This will allow the Department to expend and draw down its remaining CARES Act funding in accordance with HUD requirements.

We have prepared the appropriate CIP amending resolution and budget authorization forms necessary to take this action in the event that the Committee and the Board of Mayor and Aldermen approve this request.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY2024 Community Improvement Program, authorizing and appropriating funds in the amount of Five Dollars and Sixty-Four Cents (\$5.64) for the FY 2024 CIP 810524 Planning and Administration.”

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 2024 CIP as contained in the CIP budget; and

WHEREAS, the 2024 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Alderman wishes to allocate a portion of unprogrammed CDBG funds to be used for the administration of the City’s Entitlement Program;

NOW, THEREFORE, be it resolved that the 2024 CIP be amended as follows:

By increasing:

FY 2024 810524 Planning and Administration - \$5.64 CDBG-CV

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

CIP BUDGET AUTHORIZATION

CIP#: 810524

Project Year: 2024

CIP Resolution: 6/6/2023

Title: Planning and Administration

Amending Resolution: 12/5/2023

Administering Department: Planning and Community Development

Revision:

Project Description: Funding of CIP staff/expenses for administration of CIP Program

Federal Grants

Federal Grant: Yes

Environmental

Review Required: Yes

Grant Executed:

Completed: Yes

Critical Events

1.	Project Initiation	7/1/2023
2.	Project Completion	6/30/2024
3.		
4.		
5.		
		6/30/2024

Line Item Budget

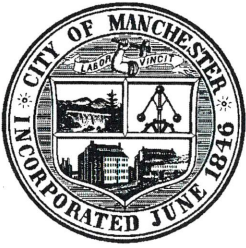
	CDBG	ESG	HOME	TOTAL
Salaries and Wages	\$168,505.64	\$6,050.00	\$48,375.00	\$222,930.64
Fringes	\$137,861.00	\$4,950.00	\$39,580.00	\$182,391.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$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	\$306,366.64	\$11,000.00	\$87,955.00	\$405,321.64

Revisions: Revision #1 -CDBG budget increased \$5.64 (from \$306,361 to \$306,366.64, total budget increased from \$405,316 to \$405,321.64 12/5/2023

Comments: Authorization of Entitlement funds is contingent upon HUD grant execution. CDBG Budget includes \$306,362 CDBG and \$5.64 CDBG-CV

Planning Department/Startup Form - 07/1/20

\$405,321.64



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program

Jeffrey D. Belanger, AICP
Director

Pamela H. Goucher, AICP
Deputy Director of Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director of Building Regulations

MEMORANDUM

To: Alderman Will Stewart
Chairman, CIP Committee

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

Date: November 9, 2023

Re: CIP #811122 Community Event Activation Grant (CEAG) – New Hampshire Musculoskeletal Institute Supplemental Funding Request

The New Hampshire Musculoskeletal Institute has requested that the City award \$9,727.60 of additional funding to supplement the \$10,000 maximum grant that was approved as a part of the Round 4 CEAG application process. Planning staff have determined that there is \$9,727.60 of unprogrammed funding available to support CEAG activities. The request letter has been attached for your review.

Respectfully, I request that the Committee make a recommendation to accept or deny the request to the full Board of Mayor and Aldermen.

November 1, 2023

Mr. Will Stewart
Chair, Community Improvement Program
City of Manchester
c/o Leslyn Daligadu
One City Hall Plaza
Manchester, NH 03101

Dear Mr. Stewart:

With gratitude for the City's recent approval to fund \$10,000 of our requested Round 4 CEAG grant (for which our total grant request was \$19,727.60), this letter is to request supplemental funding of up to \$9,727.60 to enable us to fulfill the full scope of the Round 4 CEAG grant proposal that we submitted. We recognize that available funding is limited, and we very much appreciate the City's consideration of this supplemental funding request.

As we discussed in our Round 4 CEAG grant proposal, the requested funding is to help sustain the protection and care of Manchester's thousands of student-athletes, as provided by the Safe Sports Network program. More specifically, \$4,727.60 of the total supplemental request is to help sustain the existing core program services of the Safe Sports Network program for Manchester students through 2024; \$5,000 of the total supplemental request is to enable and support an important new training program focused on emergency-preparedness and response readiness for youth sports injuries—to be availed without cost to local coaches and youth sports personnel.

NHMI's Safe Sports Network program addresses a vital need and priority—namely, implementing proactive safety measures and interventions related to keeping students as safe as possible in sports, especially high-contact sports. From ensuring that venue-specific Emergency Action Plans are in place and practiced wherever Manchester students participate in competition, to managing comprehensive baseline concussion testing, care and treatment, to providing life-saving training in CPR and AED use, the Safe Sports Network program helps the City of Manchester to meet its duty of care to protect student-athletes from serious injury or death while participating in sports.

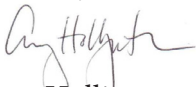
But well beyond just ensuring students' safety, the Safe Sports Network program helps Manchester student-athletes to thrive through sports, providing professional athletic training care and services to all Manchester student-athletes, on-site, at the three Manchester high schools, and through our downtown Injury Clinic—and all without cost to students or their families. Through Safe Sports Network, students receive proactive care to help avoid injury, and when injuries do occur, they receive attentive specialized athletic health care that supports them in fully recovering from their injury, so they can maximally participate and benefit from all the good that youth sports offer for kids' overall wellness and development.

Outside of Manchester, our school partners contribute an average of about \$34,000 per school, per school year, in a cost-share arrangement—representing about one-third the total cost for staffing, oversight, and overall program operations; the balance of annual funding is raised through charitable support. The Safe Sports Network program has been, and continues to be provided to the City of Manchester without any cost-share obligations for the City. That means that the total cost to sustain the program for Manchester must be raised annually through grants, and other charitable support. While we continue to have success growing the number and level of charitable contributions that sustain Safe Sports Network, especially post-pandemic, program costs continue to increase too, making our 2024 funding need more acute. The supplemental grant of \$4,727.60 helps us meet our funding need to sustain the Safe Sports Network program for Manchester through 2024.

If further funding is available, the remaining \$5,000 of our request will enable us to host a comprehensive no-cost training for Manchester youth sports personnel (paid staff and volunteers). The training focuses on appropriate response to youth sports injuries—especially the most serious life-threatening incidents like cardiac arrest or heat stroke. When such incidents occur—and nationally, they occur more frequently than many imagine—the right response in those first few minutes is especially important. Emergencies don't offer the chance for do-overs; appropriate training and preparation is vital. Absent the Safe Sports Network program, and training like this, Manchester students are left significantly more vulnerable to serious long-term injury or death as a result of sports injury.

We're happy to provide any additional information that may be useful in your assessment of our funding request; please reach out if you have any questions. And thank you again for the City's recent and newly committed funding support through the CEAG grant program. It's an enormous help, and very much appreciated!

Sincerely,

A handwritten signature in dark ink, appearing to read 'Amy Hollingworth', written in a cursive style.

Amy Hollingworth
Executive Director



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program

Jeffrey D. Belanger, AICP
Director

Pamela H. Goucher, AICP
Deputy Director of Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director of Building Regulations

MEMORANDUM

To: Alderman Will Stewart
Chairman, CIP Committee

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

JDB

Date: November 9, 2023

Re: CIP #610823 Residences at 351 Chestnut Street (Merrimack St. Parcel) – Budget Adjustment

The Planning and Community Development Department requests that the “Other” budget line item for this project be revised to reflect changes to the amounts of HOME and HOME-ARP funds that have been allocated to the project. As stated in a separate memorandum, \$240,000 of HOME-ARP funds will become available with the closure of CIP #610923. The Residences at 351 Chestnut Street project will meet the stringent criteria of the HOME-ARP program, and we believe that it would be to the City’s benefit to exchange these funds with HOME funds because it would allow the City to use more flexible funds for another project. The proposed revision would result in no cost to the City.

The Other line item fund breakdown is as follows:

	<u>HOME-ARP</u>	<u>ARPA</u>	<u>HOME</u>	<u>Total</u>
Previous	\$348,000.00	\$2,137,483.00	\$614,517.00	\$3,100,000.00
Revision	\$588,000.00	\$2,137,483.00	\$374,517.00	\$3,100,000.00

We have prepared the appropriate CIP budget authorization form necessary to take this action in the event that the Committee and the Board of Mayor and Aldermen approve this request.

Respectfully, I request that the Committee recommend the acceptance of this budget authorization form to the full Board of Mayor and Aldermen.

CIP BUDGET AUTHORIZATION

CIP#: 610823

Project Year: 2023

CIP Resolution: 5/17/2022

Title: Residences at 351 Chestnut Street (Merrimack St. Parcel)

Amending Resolution: 10/17/2023

Administering Department: Lincoln Avenue Capital

Revision: #2

Project Description: The new construction of 44 units of affordable housing at 351 Chestnut/Merrimack Street parcel.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: Yes

Grant Executed:

Completed: Yes

Critical Events

1.	Project Initiation	10/18/2022
2.	Project Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	HOME-ARP	ARPA	HOME	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	\$588,000.00	\$2,137,483.00	\$374,517.00	\$3,100,000.00
TOTAL	\$588,000.00	\$2,137,483.00	\$374,517.00	\$3,100,000.00

Revisions:

Revision #1 - Budget increased \$2,550,000 (\$614,517 HOME & \$1,935,483 ARPA) from \$550,000 to \$3,100,000.
Funds transferred from CIP #610724 - 10/17/2023. Revision #2 HOME-ARP budget increased \$240,000 (from \$348,000 to \$588,000), HOME budget decreased \$240,000 (from \$614,517 to \$374,517) 12/5/2023

Comments: \$348,000 of HOME-ARP transferred from CIP #610722 and \$202,000 of ARPA transferred from CIP #811222.

Lisa M. Drabik
Human Resources Director



CITY OF MANCHESTER

Human Resources Department

October 10, 2023

Alderman Will Stewart, Chair
Community Improvement Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Re: Request to Amend CIP Account for Project 810924 (Compensation Study)

Dear Chair Stewart and CIP Members:

The purpose of this letter is to request a modification to the funding allocations within Project 810924 (Compensation Study).

As originally approved, Project 810924 consists of \$750,000 for a City-wide Compensation Study, with the entire \$750,000 allocated to Consultant Fees. Since the time Project 810924 was established in 2022, Human Resources has gone through the RFP process, hired an outside consultant, and provided an update to the Board of Mayor and Aldermen as to the project plan in June 2023. Moreover, on July 11, 2023, the BMA voted to allocate \$83,843 from the Compensation Study funding to the cost of salary increases arising from certain reclassifications at the Library which were done pursuant to a pre-existing MOU with the Library union. Accordingly, Human Resources respectfully requests the following changes to the CIP account:

CIP #810924 Compensation Study –

Please move \$193,813.00 to the Salaries and Wages line.

Please move \$73,030 to the Fringes line.

Please replace \$750,000 in the Consultant Fees line with \$105,500.

Please move \$377,657 to the Contingency line.

The intent in amending the CIP account is to align with expected expenses in the future. If there are any questions, please let me know.

Respectfully submitted,

Lisa M. Drabik

Lisa M. Drabik
Human Resources Director

CIP BUDGET AUTHORIZATION

CIP#:	810924	Project Year:	2024	CIP Resolution:	6/6/2023
Title:	Compensation			Amending Resolution:	12/5/2023
Administering Department	Human Resources			Revision:	#1

Project Description: \$750,000 allocated to the Human Resources Department for reimbursement of costs associated with the City of Manchester employee Classification and Total Compensation Study to include the consultant fees, salaries and benefits of City personnel associated with the Study, including \$83,843 approved by the BMA to fund salary increases associated with the reclassification of Library union positions pursuant to pre-existing MOU with Library union. Please also see "Contingency" line item below described in the comments.

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

Critical Events

1.	Project Initiation	7/1/2022
2.	Project Completion	6/30/2024
3.		
4.		
5.		
		6/30/2024

Line Item Budget

	One-time Funds			TOTAL
Salaries and Wages	\$193,813.00	\$0.00	\$0.00	\$193,813.00
Fringes	\$73,030.00	\$0.00	\$0.00	\$73,030.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$105,500.00	\$0.00	\$0.00	\$105,500.00
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	\$377,657.00	\$0.00	\$0.00	\$377,657.00
TOTAL	\$750,000.00	\$0.00	\$0.00	\$750,000.00

Revisions: #1- Reduces Consultant Fees line from \$750,000 to \$105,500 and adds \$193,813 to Salaries and Wages, \$73,030 to FRINGES and \$377,657 to OTHER.

Comments: One-time funds approved by the BMA on 9/6/2022. Contingency amount will be used for additional expenses related to the completion or implementation of the compensation study to include employee salary or benefits, all outside professional services and any other unexpected costs.

Planning Department/Startup Form - 07/1/20

\$750,000.00

Jonathan Hopkins
Director
Central Fleet Services



CITY OF MANCHESTER

Central Fleet Services

October 2, 2023

To: Community Improvement Committee

Re: Seeking authority to issue request for proposal and enter into a contract before the start of the next fiscal year

Dear Chairman Cavanaugh,

After consulting with Fire Chief Cashin we are requesting authorization to issue request for proposals and enter into a contract to purchase a fire department ladder truck to replace Truck 7 in the 2025/2026 MER. Truck 7 is a 2009 E1 Cyclone II. This truck is reaching the end of its life cycle as a front line response vehicle. The estimated cost of a new truck is 1.8 Million Dollars.

The replacement truck will be purchased using funds from the 2025/2026 MER. By purchasing early and committing to contracts with vendors we are hoping to avoid substantial increases in cost. These are specialty vehicles with long production times. Current estimated production time for this truck is over two years. We will not be taking delivery of either until after July 1 of 2025. Ordering this vehicle now will ensure it is delivered before the current vehicles need major repairs to keep it operational.

If you have any questions, please contact myself or Chief Cashin.

Sincerely,

Jonathan Hopkins
Central Fleet Services Director

480 Hayward St • Manchester, New Hampshire 03103 • (603) 792-5360
E-mail: jhopkins@manchesternh.gov • Website: www.manchesternh.gov

Chief of Police
Allen D. Aldenberg
Assistant Chief
Peter A. Marr



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

CITY OF MANCHESTER
Police Department

October 12, 2023

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

Re: ARPA – Law Enforcement Support for Violent Crime Reduct/Prev 410122 –
Revision #2

Request a revision to the ARPA – Law Enforcement Support for Violent Crime Reduct/Prev to install fencing at Kelley Falls by MHRA to the project description as requested by Alderman Long.

Also request budget adjustment of \$150,000 from Salary (Overtime) to Other Costs. \$100,000 for the approved MPAL Intervention Programming Coordinator in Revision #1 as well as \$50,000 for the Kelley Falls fencing.

The funds breakdown is as follows:

	Previous	Revision	Total
Salary (Overtime)	2,708,333.33	-150,000.00	2,558,333.33
Other Project Costs	0.00	150,000.00	150,000.00
Total	\$2,708,333.33	\$0.00	\$2,708,333.33

Please process this 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#: 410122

Project Year: 2022

CIP Resolution: 6/8/2021

Title: ARPA - Law Enforcement Support for Violent Crime Reduct/Prev

Amending Resolution: 12/5/2023

Administering Department: Police Dept

Revision: #2

Project Description:

Foot Patrols in High Crime Neighborhoods: Foot patrols are an evidence-based practice to prevent crime and reduce fear of crime in neighborhoods. Foot patrols increase police presence in neighborhoods, which deters crime from occurring. The police department has identified the need for additional investigative overtime support, which will focus on violent crimes. In addition, funding will support the Manchester Police Athletic League's Intervention Programming Coordinator position to assist with youth violence prevention and miscellaneous activities that prevent crimes from happening.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed: Yes

Completed:

Critical Events

1.	Project Initiation	8/1/2021
2.	Project Completion	12/31/2026
3.		
4.		
5.		
		12/31/2026

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$2,558,333.33	\$0.00	\$0.00	\$2,558,333.33
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	\$150,000.00	\$0.00	\$0.00	\$150,000.00
TOTAL	\$2,708,333.33	\$0.00	\$0.00	\$2,708,333.33

Revisions:

funds transferred from CIP #810622.

#1 - Project description was revised to include providing support to the MPAL Intervention Programming Coord.

#2 - moves \$150,000 SALARY to the OTHER Category \$100,000 for MPAL intervention Prog. Coord. And \$50,000 for Kelley Falls fencing.

Comments:

Funding by the US Dept of Treasury.

Timothy J. Clougherty
Public Works Director



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

Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works

October 11, 2023

Alderman Will Stewart, CIP Chairman
Board of Mayor and Alderman
c/o Office of the City Clerk
One City Hall Plaza
Manchester, NH 03103

Re: FY18 Alleyway Repair Project – Extend Completion CIP 711418

Dear Alderman Stewart,

The Department of Public Works (DPW) respectfully requests the FY18 Alleyway Repair CIP Project be extended to December 31, 2023. The balance of the remaining funds is committed to this ongoing project.

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

Sincerely,

Caleb B. Dobbins, P.E.
Highway Chief Engineer
City of Manchester DPW

C/O Emily Welch, Planning
Tori Danielson, Finance
Mary Williams, DPW

CIP BUDGET AUTHORIZATION

CIP#: 711418	Project Year: 2018	CIP Resolution: 6/13/2017
Title: FY18 Alleyway Repair	Amending Resolution:	
Administering Department Public Works	Revision: #1	

Project Description:	Reconstruct and resurface narrow public streets known as alleys or back streets citywide. Work to include pavement, sidewalk, drainage, or other repair necessary to improve traffic flow, drainage, and surface condition of the alleys.
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Federal Grants	Federal Grant: No	Environmental	Review Required: No
	Grant Executed:		Completed:

Critical Events

1.	Project Initiation	9/5/2017
2.	Project Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	State			TOTAL
Salaries and Wage	\$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	\$350,000.00	\$0.00	\$0.00	\$350,000.00
TOTAL	\$350,000.00	\$0.00	\$0.00	\$350,000.00

Revisions:

Comments:

Timothy J. Clougherty
Public Works Director



Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

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

CITY OF MANCHESTER
Department of Public Works

November 8, 2023

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: Extension of Existing CIP's

Dear Alderman Stewart:

The Department of Public Works (DPW) respectfully requests the extension of 15 CIP's in the Highway Division and 1 CIP in the Parks Division. These are all projects with a current balance that will be transferred to another appropriate CIP then allowing for these CIP's to ultimately be closed. A summary of the extensions is attached.

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,

Caleb B. Dobbins, P.E.
Highway Chief Engineer

Cc/ Tim Clougherty
Owen Friend-Gray
Mary Williams
Mark Gomez
Kate Waldo

<u>Year</u>	<u>Fund Type</u>	<u>Project #</u>	<u>Project Name</u>	<u>Department</u>	<u>CIP Stop Date</u>	<u>Extension Date</u>	<u>Request</u>
2017	State/Bond	510517	ROCKINGHAM RAIL TRAIL	PW-Parks	12/31/2022	unknown	Please extend to the life of the bond
2022	Other	710122	FY22 Roadway Improvement	PW-Highway	08/09/2022	12/30/2024	Remaining funds to be transferred and project closed
2020	Donations	710820	UTILITY TRENCH REPAIR	PW-Highway	06/30/2022	12/30/2024	Remaining funds to be transferred and project closed
2019	Other	711119	FY19 ROADWAY IMPROVEMENT	PW-Highway	06/30/2022	12/30/2024	Remaining funds to be transferred and project closed
2013	State/Bond	711313	GOFFS FALLS BRIDGE REHAB	PW-Highway	12/31/2023	unknown	Please extend to the life of the bond
2009	State/Bond/Donation	711609	STORM DRAIN INFRASTRUCTURE	PW-Highway	08/02/2019	unknown	Please extend to the life of the bond
2018	Other	711618	FY18 ROADWAY IMPROVEMENT	PW-Highway	08/09/2022	12/30/2024	Remaining funds to be transferred and project closed
2011	Bond	711711	STREET LIGHT SAFETY UPGRADES	PW-Highway	08/09/2022	unknown	Please extend to the life of the bond
2014	State	711814	MAPLE ST/HOOKSETT RD INTERSECTION	PW-Highway	06/30/2020	12/30/2024	Remaining funds to be transferred and project closed
2023	State	711823	Household Hazardous Waste Collectio	PW-Highway	06/30/2023	12/30/2024	Remaining funds to be transferred and project closed
2018	State	712018	MOBILE CONSTRUCTION PROJECT MANAGEM	PW-Highway	12/31/2019	12/30/2024	Remaining funds to be transferred and project closed
2021	CDBG	712221	Annual Street Reconstruction	PW-Highway	10/14/2021	12/30/2024	Remaining funds to be transferred and project closed
2015	Donations	712415	UTILITY TRENCH REPAIR PROJECT	PW-Highway	01/06/2023	12/30/2024	Remaining funds to be transferred and project closed
2021	Other	712421	FY21 Roadway Improvement	PW-Highway	01/06/2023	12/30/2024	Remaining funds to be transferred and project closed
2020	Other	713020	FY20 ROADWAY IMPROVEMENT	PW-Highway	12/31/2021	12/30/2024	Remaining funds to be transferred and project closed
2011	State	714311	ELM ST/GASLIGHT DISTRICT IMPROV.	PW-Highway	12/31/2020	12/30/2024	Remaining funds to be transferred and project closed

CIP BUDGET AUTHORIZATION

CIP#: 510517	Project Year: 2017	CIP Resolution: 5/17/2016
Title: Rockingham Rail Trail	Amending Resolution: 7/19/2022	
Administering Department Public Works-Parks	Revision: #4	

Project Description:

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

Critical Events

1.	Program Initiation	3/21/17
2.	Program Completion	12/30/2036
3.		
4.		
5.		12/30/2036

Line Item Budget

	BOND	STATE	OTHER	TOTAL
Salaries and Wage	\$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	\$215,122.83	\$1,010,000.00	\$2,500.00	\$1,227,622.83
TOTAL	\$215,122.83	\$1,010,000.00	\$2,500.00	\$1,227,622.83

Revisions:

#1 - Budget increased \$142,500 (Bond increased from \$60,000 to \$200,000, Other increased from \$0 to \$2,500)

#2 - Budget increased \$260,000 (\$50,000 Bond transferred from CIP #711818 and \$210,000 of State Aid Match added to the project).

#3-Decrease budget by \$34,877.17 BOND (from \$250,000 to \$215,122.83) and transfer to CIP #712621 7/19/22.

Comments:

#4 - Extend Completion date from 12/31/22 to 12/30/2036

Bond funding transferred from CIP Projects: 713015 (\$55,812.15), 411714 (\$3,190), and 810413 (\$997.85) to make-up the required City match (\$60,00). For Revision #1 \$140,000 Bond Funding transferred from CIP #510419 and \$2,500 Other transferred from CIP #510011.

CIP BUDGET AUTHORIZATION

CIP#: 710122 Project Year: 2022 CIP Resolution: 6/8/2021
Title: FY22 Roadway Improvement Amending Resolution:
Administering Department DPW-Highway Revision: #1

Project Description: Reconstruct, repair, and resurface public streets that have degraded surface conditions. Work to include pavement, gravel base, drainage, or other repair necessary to improve surface conditions using Degradation Fees deposited into the Roadway Trust Fund.

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

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	RTF			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	\$1,700,000.00	\$0.00	\$0.00	\$1,700,000.00
TOTAL	\$1,700,000.00	\$0.00	\$0.00	\$1,700,000.00

Revisions: #1 12/5/23 - Extend completion date from 6/30/23 to 12/30/2024

Comments: Source of Funds-Roadway Trust Fund (Degradation Fees)

CIP BUDGET AUTHORIZATION

CIP#:	710820	Project Year:	2020	CIP Resolution:	6/10/2019
Title:	Utility Trench Repair			Amending Resolution:	
Administering Department	Public Works-Highway			Revision:	#1

Project Description:	Repair of various trench excavation and roadway restoration for utility companies working in City streets.
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Federal Grants	Federal Grant:	No	Environmental	Review Required:	No
	Grant Executed:			Completed:	

Critical Events

1.	Project Initiation	7/1/2019
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	OTHER			TOTAL
Salaries and Wage	\$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	\$500,000.00	\$0.00	\$0.00	\$500,000.00
TOTAL	\$500,000.00	\$0.00	\$0.00	\$500,000.00

Revisions:	#1 - 12-5-23 Extend completion date from 6/30/23 to 12/30/24

Comments:	Other funds derived from full project cost reimbursement by utility companies and others excavating City streets. Any additional revenues generated by these activities are returned to the General Fund.
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CIP BUDGET AUTHORIZATION

CIP#: 711119 Project Year: 2019 CIP Resolution: 6/12/2018
Title: FY19 Roadway Improvement Amending Resolution:
Administering Department Public Works-Highway Revision: #1

Project Description: Reconstruct, repair, and repair public streets that have degraded surface conditions. Work to include pavement, gravel base, drainage, or other repair necessary to improve surface conditions.

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

Critical Events

1.	Project Initiation	7/17/2018
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	OTHER			TOTAL
Salaries and Wage	\$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	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00

Revisions: #1 - 12-5-23 Extend completion date from 6/30/23 to 12/30/24.

Comments:

CIP BUDGET AUTHORIZATION

CIP#: 711313	Project Year: 2013	CIP Resolution: 6/12/2012
Title: Goffs Falls Bridge Rehab Project		Amending Resolution: 2/15/2022
Administering Department: Highway Department		Revision: #6

Project Description: Funding for design and reconstruction or replacement of City bridges including the replacement of the Goffs Falls Road bridge.

Federal Grants	Federal Grant: No	Environmental	Review Required: No
	Grant Executed: No		Completed: N/A

Critical Events

1	Design Completion	9/31/2012
2	Construction	12/30/2032
3		
4		
5		
		12/30/2032

Line Item Budget

	BOND	STATE	OTHER	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	\$221,143.00	\$1,779,973.45	\$0.00	\$2,001,116.45
TOTAL	\$221,143.00	\$1,779,973.45	\$0.00	\$2,001,116.45

Revisions

#1 - Increases budget by \$14,080.29 Other and extends project completion date.
 #2 - Increases budget by \$150,000 State.
 #3 - Increases budget by 664,321.16 State to recognize additional NHDOT State Aid-Bridge Matching funds to \$1,628,401.45

Comments:

Revision #4 - Increases budget by \$15,000 State SB 38 (transfer CIP #711218), \$19,143 Bond (transfer CIP #711319) and \$136,572 of new State Aid-Bridge Match funding. Rev #5 - 2/15/22 Extend the completion date to 6/30/2022.
 #6 12-5-23 Extend completion date from 6/30/22 to 12/30/32
 State funding reimbursement represents 80% of the estimated project costs. Unused Bond funds were transferred from CIP #711109 to represent the City's 20% match of the project costs. State funds transferred from CIP #711010 to be counted towards City's 20% match. \$150,000 State transferred from CIP #711218.

CIP BUDGET AUTHORIZATION

CIP #: 711609

Project Year: 2009

CIP Resolution: 5/20/2008

Title: Storm Drain Infrastructure

Amending Resolution: 7/7/2009

Administering Department: Highway Department

Revision: #3

Project Description: Funding to separate storm drainage systems from combined systems and to expand the current drainage systems within the City.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	8/6/08
2	Program Completion	12/30/2028
3		
4		
5		

Expected Completion Date:

12/30/2028

Line Item Budget

	BOND	OTHER	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	\$500,000.00	\$12,900.00	\$224,390.00	\$737,290.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$500,000.00	\$12,900.00	\$224,390.00	\$737,290.00

Revisions

- #1 - Other adds \$10,100 - Manchester Water Works and \$2,800 National Grid
#2 - 7-7-2009 Adds \$224,390 as the State's 80% matching funds earmarked for this project.
#3 - Extend Completion date from 12/31/2009 to 12/30/2028

COMMENTS

Includes local share of funding to match Federal funds received cash 713608 - Union Street Project.

CIP BUDGET AUTHORIZATION

CIP#: 711618	Project Year: 2018	CIP Resolution: 6/13/2017
Title: FY18 Roadway Improvement		Amending Resolution: 3/16/2021
Administering Department Public Works		Revision: #3

Project Description:

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

Critical Events

1.	Project Initiation	9/5/2017
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	Other	Other		TOTAL
Salaries and Wage	\$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	\$999,766.51	\$478,426.77	\$0.00	\$1,478,193.28
TOTAL	\$999,766.51	\$478,426.77	\$0.00	\$1,478,193.28

Revisions:

Comments:

CIP BUDGET AUTHORIZATION

CIP #: 711711

Project Year: 2011

CIP Resolution: 4/20/2010

Title: Street Light Safety Upgrades

Amending Resolution:

Administering Department Highway Department

Revision: #1

Project Description:

Replacement of meter pedestals in downtown area, rusted light poles on Auto Center Road, LED lights on Hands Across the Merrimack Bridge and failed street lighting conduit on a city wide basis, as funds permit.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program initiation	7/06/2010
2	Program completion	12/30/2030
3		
4		
5		

Expected Completion Date:

12/30/2030

Line Item Budget

	OTHER			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	\$50,000.00	\$0.00	\$0.00	\$50,000.00
TOTAL	\$50,000.00	\$0.00	\$0.00	\$50,000.00

Revisions

#1- 12-5-23 Extend completion date from 6/30/23 to 12/30/2030.

COMMENTS

Other - bond balance of \$50,000 transferred from CIP 711109 7-6-2010

CIP BUDGET AUTHORIZATION

CIP#: 711814

Project Year: 2014

CIP Resolution: 6/11/2013

Title: Maple St./Hooksett Rd. Intersection Improvements Project

Amending Resolution: 9/3/2019

Administering Department Highway Department

Revision: #2

Project Description: To realign the intersection at Maple Street and Hooksett Rd. in order to decrease the occurrence of rear-end collisions.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed: No

Completed:

Critical Events

1	Project Initiation	3/18/14
2	Project Completion	12/30/2024
3		
4		
5		
		12/30/2024

Line Item Budget

	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	\$78,400.00	\$0.00	\$0.00	\$78,400.00
TOTAL	\$78,400.00	\$0.00	\$0.00	\$78,400.00

Revisions

#1 - 9-3-19 \$5,300 transferred to CIP #713920 decreasing budget from \$83,700 to \$78,400.

#2 - 12-5-23 Extend completion date from 6/30/20 to 12/30/2024

Comments:

State funds will be received through the NH Dept. of Transportation Highway Safety Improvement Program. This State grant requires a 10% match which will be contributed from CIP Project #710013-Annual ROW Improvements.

CIP BUDGET AUTHORIZATION

CIP#: 711823

Project Year: 2023

CIP Resolution: 5/17/2022

Title: Household Hazardous Waste Collection

Amending Resolution:

Administering Department DPW-Highway

Revision: #1

Project Description: Offering two (2) Household Hazardous Waste Collection events in October 2022 and May 2023.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2022
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	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	\$25,000.00	\$0.00	\$0.00	\$25,000.00
TOTAL	\$25,000.00	\$0.00	\$0.00	\$25,000.00

Revisions: #1- 12-5-23 Extend completion date from 6/30/23 to 12/30/24**Comments:**

Planning Department/Startup Form - 07/1/20

\$25,000.00

CIP BUDGET AUTHORIZATION

CIP#: 712018	Project Year: 2018	CIP Resolution: 6/13/2017
Title: Mobile Construction Project Management	Amending Resolution: 9/3/2019	
Administering Department Public Works	Revision: #2	

Project Description: Streamline the data collection, engineering, and administration associated with the road program. Use available software and mobile devices to develop a work-flow process that organizes information and improves decision-making.

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

Critical Events

1.	Project Initiation	6/12/18
2.	Project Completion	12/30/24
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	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	\$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	\$24,000.00	\$0.00	\$0.00	\$24,000.00
TOTAL	\$24,000.00	\$0.00	\$0.00	\$24,000.00

Revisions: #1 - 9-3-19 \$6,000 Bond transferred to CIP #713920 decreasing budget from \$30,000 to \$24,000.
 #2 - 12-5-23 Extend completiond date from 6/30/21 to 12/30/24

Comments: State funds to be received from NHDOT State Transportation Innovation Council. Bond funds transferred from CIP Project #710019 Annual ROW.

CIP BUDGET AUTHORIZATION

CIP#:	712221	Project Year:	2021	CIP Resolution:	6/9/2020
Title:	Annual Street Reconstruction			Amending Resolution:	9/1/2020
Administering Department	Public Works-Highway			Revision:	#2

Project Description: Annual CDBG program to reconstruct City streets that can no longer be resurfaced due to lack of curb reveal or poor base material and provide a separate storm drainage system whenever possible. This is a continuing program to upgrade the City's deteriorating infrastructure and is also used to replace curb, sidewalks, and lighting. Work to be completed by DPW or contract with expected costs of \$750,000. This project could be split into two equal phases and the project budget spread over a two year period of time.

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

Critical Events

1.	Project Initiation	7/01/2020
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	CDBG			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	\$374,661.81	\$0.00	\$0.00	\$374,661.81
TOTAL	\$374,661.81	\$0.00	\$0.00	\$374,661.81

Revisions: #1 - Budget increased \$74,661.81 from \$300,000 to \$374,661.81 due to transfer of funds from CIP #711219.
#2 - 12-5-23 Extend completion date from 6/30/21 to 12/30/24

Comments: Authorization of Entitlement funds is contingent upon HUD grant execution.

CIP BUDGET AUTHORIZATION

CIP#: 712415 Project Year: 2015 CIP Resolution: 6/10/2014
Title: Utility Trench Repair Project Amending Resolution: 5/16/2017
Administering Department: Highway Department Revision: #3

Project Description: Repair of various utility trenches for Manchester Water Works and Liberty Utilities.

Federal Grants

Federal Grant: No
Grant Executed: N/A

Environmental

Review Required: No
Completed: N/A

Critical Events

1	Program Initiation	8/5/14
2	Program Completion	12/30/24
3		
4		
5		
		12/30/2024

Line Item Budget

	OTHER			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	\$1,250,000.00	\$0.00	\$0.00	\$1,250,000.00
TOTAL	\$1,250,000.00	\$0.00	\$0.00	\$1,250,000.00

Revisions

#1 - Increases budget by \$250,000 from \$500,000 Other to \$750,000 Other.
#2 - 5/16/17 Increases budget by \$500,000 Other
#3 - 12-5-23 Extend completion date from 6/30/15 to 12/30/24

Comments:

Other funds to be derived from full project cost reimbursement through Manchester Water Works and Liberty Utilities. Any additional revenues generated by these activities are returned to the General Fund.

CIP BUDGET AUTHORIZATION

CIP#: 712421

Project Year: 2021

CIP Resolution: 6/9/2020

Title: FY21 Roadway Improvement

Amending Resolution: 3/16/2021

Administering Department Public Works-Highway

Revision: #2

Project Description:

Reconstruct, repair, and resurface public streets that have degraded surface conditions. Work to include pavement, gravel base, drainage, or other repair necessary to improve surface conditions using Degradation Fees deposited into the Roadway Trust Fund.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2020
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	RTF	OTHER		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	\$600,000.00	\$21,806.72	\$0.00	\$621,806.72
TOTAL	\$600,000.00	\$21,806.72	\$0.00	\$621,806.72

Revisions:

#1 - 3/16/21 Increase budget \$21,806.72 (from \$0 to \$21,806.72) with funds transferred from CIP #711618.
#2 - 12-5-23 Extend completion date from 6/30/23 to 12/30/24

Comments:

RTF - Roadway Trust Fund

CIP BUDGET AUTHORIZATION

CIP#: 713020 Project Year: 2020 CIP Resolution: 6/10/2019
Title: FY20 Roadway Improvement Amending Resolution:
Administering Department Public Works-Highway Revision: #1

Project Description: Reconstruct, repair, and resurface public streets that have degraded surface conditions. Work to include pavement, gravel base, drainage, or other repair necessary to improve surface conditions using Degradation Fees deposited into the Roadway Trust Fund.

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

Critical Events

1.	Project Initiation	7/1/2019
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	OTHER			TOTAL
Salaries and Wage	\$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	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
TOTAL	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00

Revisions: #1 - 12-5 23 Extend completion date from 6/30/23 to 12/30/24

Comments: OTHER - Roadway Trust Fund.

CIP BUDGET AUTHORIZATION

CIP #: 714311

Project Year: 2011

CIP Resolution: 4/20/2010

Title: Elm St./Gaslight District Improvements

Amending Resolution:

Administering Department Highway Department

Revision: #1

Project Description: Funding for R.O.W. Improvements to Elm St., "Gaslight District"

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1	Program Initiation	11/17/2010
2	Program Completion	12/30/2024
3		
4		
5		

Expected Completion Date:

12/30/2024

Line Item Budget

	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	\$999,829.00	\$0.00	\$0.00	\$999,829.00
TOTAL	\$999,829.00	\$0.00	\$0.00	\$999,829.00

Revisions

#1 12-5-23 Extend completion date from 6/30/20 to 12/30/24

COMMENTS

Budget breakdown to be defined. Line item costs will be submitted to Aldermen for review upon completion.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Jeffrey D. Belanger, AICP
Director

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program

Pamela H. Goucher, AICP
Deputy Director of Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director of Building Regulations

MEMORANDUM

To: Alderman Will Stewart
Chairman, CIP Committee

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

JDB

Date: September 25, 2023

Re: Funding for Bicycle Master Plan

At the Board of Mayor and Aldermen's September 5 meeting, the Planning Board submitted a request to fund the drafting of a bicycle master plan for the city. The Planning and Community Development Department had assisted the Planning Board with its request by speaking to consultants to get pricing estimates, and that information was included in the Planning Board's letter. The request was referred to this Committee for further study. The purpose of this memorandum is to inform the Committee of progress that has occurred regarding the Planning Board's request.

Since the September 5 meeting, staff of PCD have held further discussions with consultants to determine whether pricing could be lowered and whether the work could be done in phases, with the goal of making payments across successive budgets, rather than all in one. We have found consultants to be amenable to breaking the plan into two phases, such as conducting research and gathering public input as an initial phase and drafting the plan as a second. We have not found reduced prices yet, but these have been preliminary discussions. There has not been an RFP issued.

PCD staff have also worked with the Mayor's Office and the Economic Development Department to explore leveraging the Build Back Better Regional Challenge Grant to assist with the bicycle plan. Although the grant could not directly fund a bicycle plan, the grant will fund a transportation equity study from the U.S. DOT's Volpe Center, which will consider how all modes of transportation, including bicycles, access the Millyard from around the city. The study will include public outreach and data collection, along with possible suggestions for new street designs. This work may be able to form the foundation for a future bicycle plan, and the work is likely to begin this calendar year. If the data collection and outreach are relevant to a bicycle plan, then a consultant may be able to use them and reduce their fee for the plan.

Lastly, PCD staff have attempted to identify unencumbered CIP funds that might be eligible for use in a bicycle plan. We have not identified any such funds at this point, but that work is continuing. Should we

not be successful in finding unencumbered funds, there are always the options of including funding in next year's budget or using contingency funding toward the end of this fiscal year.

I believe that we will learn more in the coming weeks, as we continue with discussions with consultants, progress on the BBBRC Grant, and research into funding sources. Ultimately, the bicycle plan is an initiative lead by the Planning Board, but PCD, Economic Development, and DPW are happy to assist in the effort, as staff capacity allows.

Please find the Planning Board's request, PCD's initial letter to the Planning Board, and the scope of work for the Volpe Center included with this memorandum.



City of Manchester Planning Board
c/o City of Manchester Planning & Community Development Dept.
One City Hall Plaza
Manchester, New Hampshire 03101
603-624-6450
Fax (603-624-6529)

July 20, 2023

Honorable Mayor Joyce Craig and Board of Aldermen
1 City Hall Plaza
Manchester, NH 03103

RE: Planning Board - Bicycle Master Plan Revamp

Dear Mayor Craig and Aldermen,

In Board of Mayor and Aldermen

Date: 09/05/2023

On motion of Ald. Levasseur

Seconded by Ald. Cavanaugh

**Voted to refer to the Committee on
Community Improvement.**

City Clerk

The Manchester Planning Board would like to engage the services of a consultant in order to draft an updated Bicycle Master Plan based on contemporary data and community feedback.

Bicycling is an increasingly important mode of transportation for a wide range of activities here in Manchester such as getting to work, running errands, and general wellness. DPW recognized this in 2016 when it created the original document to “develop a workable, realistic plan for the future that will encourage bicycle use and make it safer for residents to ride their bicycles.”

Since then, the need for improved bicycling facilities has only become more critical. We have approved thousands of new housing units downtown; new multi-use trails are under construction across the city; and more people are exploring alternative forms of transportation. It is imperative that we create a built environment where all Manchester residents, regardless of age or ability, are kept safe and feel safe when enjoying what this city has to offer.

It has become clear to various stakeholders including the Manchester Planning Board and DPW that the official Bicycle Master Plan is outdated and in need of updates. In order to ensure that our plan remains accurate and relevant, the Manchester Planning Board has voted unanimously to respectfully request that the Board of Mayor and Aldermen allocate funding for a new official analysis of bicycle infrastructure in the Queen City and future opportunities for improvement.

This effort will help align our citywide Bicycle Master Plan with the targeted 2020 TOD Plan, the broader 2021 Master Plan, and the 2023 Trail Master Plan, all of which strongly advocate for the creation of new bicycle and pedestrian facilities to foster improved community connections.

Planning staff contacted five consultants with adequate experience and four responded. Based on the comprehensive scope of work and estimates provided, we believe that the cost would be approximately \$150,000. The corresponding staff memo holds additional relevant information. We respectfully request that amount as one-time funding and are available to discuss this request in detail at your convenience.

Sincerely,



Bryce Kaw-uh
Chair, Manchester Planning Board



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, PE, Esq.
Deputy Director Building Regulations

MEMORANDUM

To: Honorable Board of Mayor and Aldermen
From: Jonathan Golden, Senior Planner 
Date: August 16, 2023
Re: Bicycle Master Plan

The Planning Staff was asked by the Planning Board to reach out to potential consultants regarding the development of a Bicycle Master Plan for the City. While we did not prepare an RFP, we did outline a very general scope of work so that all the consultants would be provided with the same guidelines. The base criteria were as follows:

- Analysis of comparable cities with successful bicycle infrastructure, in a four season region;
- Analysis of the existing bicycle infrastructure, including both local and regional rail trails;
- Bicycle Level of Traffic Stress analysis;
- Maps that highlight proposed new infrastructure needs and deficiencies;
- Maps that highlight proposed new routes for commuting and recreation access;
- Highlight best practices in streetscape design;
- Definitions and visualizations of proposed bicycle infrastructure elements;
- Community outreach and engagement methods utilizing the Regional Planning Commission and local voluntary community organizations;
- GIS based data and maps.

We reached out to five consultants and four of those consultants responded. Their estimates varied from a low of just under \$100,000 to a high of \$300,000. The difference in potential costs was dependent on the detail of the concept design elements, the detail of the proposed expanded infrastructure, and the number of community engagement meetings.

Should the Planning Board be successful in securing funds for this proposal, staff will help the Planning Board draft an RFP.



Manchester BioFabrication Cluster Transportation Equity Study

Scope of Work

August 8, 2023

Volpe Project No. VP260023

Period of Performance: From Execution through July 15, 2024

Project Purpose

The purpose of this project is for the Volpe Center to conduct a “Manchester BioFabrication Cluster Transportation Equity Study” (“study”) to assist the City of Manchester in performance of its grant obligations to the Economic Development Administration (EDA), U.S. Department of Commerce, Phase 1 grant award no. ED22HDQ3070054. To facilitate the transfer of funds to the Volpe Center for the study, the Advanced Regenerative Manufacturing Institute (ARMI) has agreed to fund the Volpe Center work in advance as required by 49 USC §328.

Project Goal: Connect people from underserved populations with access to education and opportunity in the Millyard TOD District / BioFabrication Industry

Objective 1: Improve equitable, multimodal connections **between** the Greater Manchester area and the Millyard TOD District

Objective 2: Improve equitable, multimodal connections **within** the Millyard TOD District

Background

Without a dedicated project to support workforce education and skills training activities, historically underserved and marginalized populations in the Greater Manchester, NH may not have the opportunity to obtain jobs created through the growth of the BioFabrication cluster in the Millyard Transit Oriented Development (TOD) District. Working with trusted community partners, the BioFabrication Work and Learn Program aims to create a sustainable, equitable, and well-trained workforce to power the cluster, providing area residents with opportunities to participate in and benefit from this emerging industry.

Led by Southern New Hampshire University (SNHU) in partnership with the University of New Hampshire (UNH), Manchester Community College (MCC), and the Advanced Regenerative Manufacturing Institute (ARMI), the Work and Learn program will provide training, work-study programs, and other career and technical education pathways in biofabrication. By also focusing on

removing barriers such as technology, transportation, and language, the program aims to have at least 30 percent of direct new jobs created filled by area residents most in need, increasing their ability to earn a family-supporting wage.

This scope of work describes the tasks and deliverables to be completed by the U.S. Department of Transportation Volpe National Transportation Systems Center (U.S. DOT Volpe) in support of the BioFabrication Work and Learn Program’s “transportation equity study.” This study will identify and propose strategies to remove transportation barriers to education and opportunity in the BioFabrication cluster for underserved and marginalized populations in the Greater Manchester, NH area. It will also identify and propose strategies to reduce reliance on automobiles within the Millyard TOD District to provide congestion relief, improved air quality, and safer streets for pedestrians and cyclists.

Manchester Transit Agency (MTA) will be a key partner in this study. Volpe will provide community engagement support as referred to in the SOW below. An “Outreach Contractor,” to be selected and contracted separately from Volpe, will lead community engagement as defined in a separate SOW. Volpe may assist in developing the SOW for this Outreach Contractor to ensure it is coordinated with Volpe’s tasks.

Scope of Work

Task 0: Project Management

The Volpe team project manager will maintain a monthly status report that includes task-level budget and project work product updates (completed / up next). The Volpe project manager will host monthly project status meetings with the Work and Learn Program Leads. These meetings will include Volpe team members, Outreach Contractor staff, and potentially other partners as may be relevant to the project timeline and deliverables.

Task 0 Deliverables:

- Monthly budget and status reports
- Monthly project status meetings

Task 1: Project Initiation and Site Tour

The Volpe team and the Outreach Contractor (“project team”) will meet in person with the Work and Learn Program leads (“program leads”) from the City of Manchester, SNHU, UNH, MCC, ARMI, as well as key partners such as MTA, as determined by the program leads. This project initiation meeting, or a follow-on meeting during the same visit, will include staff and leadership from the City of Manchester, Southern New Hampshire Planning Commission, New Hampshire Departments of Transportation, Labor, Health and Human Services, and other state, county, regional, and municipal agencies as determined by the program leads. The project initiation meeting(s) will allow the project team, program leads, and key partners to become more familiar with one another and to discuss the SOW and timeline.

Task 1 will include a site tour of the Millyard TOD District and surrounding environs. The site tour will provide an opportunity for additional discussion with participants.

Prior to the project initiation meeting(s) and site tour, the project leads will provide Volpe with relevant prior studies, reports, and information related to relevant ongoing and upcoming projects, studies, or initiatives. These may variously relate to community transportation and land use planning, and equity, labor, and public health issues in and around the Millyard TOD District and Greater Manchester area. Volpe will conduct an initial review of these identified prior studies and reports. Additional resources that may be identified during the project initiation will be provided to Volpe following the meetings.

Anticipated roles and responsibilities are as follows (to be confirmed/revised during the project kick-off meeting):

Name	Roles and Responsibilities
City of Manchester, NH	Party to Agreement with Volpe Center The City of Manchester is the grant award recipient for the Transportation Equity Study and will provide oversight of the project and access to relevant data, resources, and staff as necessary to support SOW activities.
Advanced Regenerative Manufacturing Institute (ARMI)	Party to Agreement with Volpe Center ARMI is the sub-award recipient for the Transportation Equity Study and will handle project management aspects through its match assets.
Southern New Hampshire University (SNHU)	Primary, Work and Learn Program Lead Approves final deliverables; consolidates and rectifies conflicting comments on draft deliverables from other program lead members, partners, and stakeholders; provides final direction on behalf of other program lead members.
University of New Hampshire (UNH) Manchester Community College (MCC)	Member, Work and Learn Program Leads Provides feedback on draft deliverables; participates in program lead meetings with project team.
Manchester Transit Agency (MTA)	Partner, Work and Learn Program Participates in draft deliverable review and program lead meetings with the project team as determined by SNHU.
U.S. DOT Volpe Center (Volpe)	Project Team Lead Develops draft and final deliverables; collaborates with program leads to coordinate the work of the Outreach Contractor
Outreach Contractor (TBD)	Member, Project Team Conducts outreach activities per the SOW with direction from program leads, in coordinate with Volpe

Task 1 Deliverables:

- Meeting agenda(s) including site tour schedule
- Visit to Manchester to conduct meetings and site tour

Task 2: Outreach and Engagement Plan

The Work and Learn Program's first task is to launch an Equity Advisory Committee (EAC) composed of representatives from community organizations and other groups working with people from the program's target underserved populations. In coordination with EAC, the Work and Learn Program Leads ("program leads") will identify, engage, and/or represent the perspectives and needs of underserved and marginalized community members in the Greater Manchester area as part of the Transportation Equity Study.

Volpe and the Outreach Consultant will meet with the program leads and relevant EAC members to discuss and solicit input on an outreach and engagement plan. Volpe will encourage a plan that ensures the voices of community members, and their lived experiences are directly incorporated into defining the

general and specific challenges associated with access and mobility in the Greater Manchester area, and within the existing and future/proposed Millyard TOD District.

As part of this task, Volpe will review and comment on the Outreach Consultant's Outreach and Engagement Plan, to ensure it identifies relevant community groups, organizations, or other entities to include in engagement activities, as well as language access, accessibility requirements, and virtual public engagement strategies to ensure all materials and engagement opportunities are available to as broad a range of participants as possible. The Outreach Consultant's tasks and specific details of the Outreach and Engagement Plan will be documented in a separate SOW / contract between the appropriate program lead parties and the selected consultant.

Task 2 Deliverables:

- Meeting with EAC members and program leads
- Volpe review and comment on Outreach Consultant's Outreach and Engagement Plan

Task 3: Background Memorandum

Volpe will collate the key findings and recommendations from existing plans, studies, reports, and available information from ongoing or proposed projects that may inform develop of future tasks. This may include follow-up interviews and/or meetings with key partners and stakeholders to clarify or expand upon the documents and other information collected in Task 1. The deliverable for this task will take the form of a brief memorandum.

Task 3 Deliverables:

- Interviews/meetings with key partners and stakeholders
- Draft and Final Background Memorandum

Task 4: Data Collection and Analysis Plan

Informed by Task 1 through 3, Volpe will write a Data Collection and Analysis Plan (DCAP) to outline the types of information needed (metrics, geographic and temporal scope, etc.) and the methods for their collection (static/dynamic data sources, in-person data collection, surveys, focus groups, community meetings, etc.). This component of the DCAP will implement elements of the outreach and engagement plan developed in Task 2. The DCAP will also document proposed methods for analysis of those data and describe how those analyses will inform future steps in defining challenges and identifying potential solutions.

Wherever possible, the DCAP will identify how data can help serve as a benchmark for performance-based planning in future project programming and implementation stages. Such data can help inform performance measures and targets to guide project prioritization and selection (pilot and full-scale infrastructure projects and operational strategies/projects), gauge projects' success as they are implemented, adjust prioritization and/or recalibrate project designs as necessary to remain on track to achieve targets, and/or adjust targets as necessary. Such targets may relate to mode-shift, safety, demographics, etc., to help ensure the projects advance the top-level goal and objectives established in this SOW, in support of the Work and Learn Program's equity vision (at least 30 percent of direct new jobs created filled by area residents most in need).

Volpe will implement the DCAP, identifying, collecting, and tabulating data, and performing analyses as described therein.

Task 4 Deliverables:

- Draft and Final Data Collection and Analysis Plan (DCAP)
- Collected Data and Completed Analyses

Task 5: Equity Challenges Report

Based on the results of Tasks 1 through 4, Volpe will develop an equity challenges report. The report will document the social, economic, and geographic challenges that must be overcome to achieve the Work and Learn Program's equity vision. It will characterize both general and specific challenges associated with access and mobility to and within the Millyard TOD District, for all people, but especially for members of underserved and marginalized populations. Challenges may include access to a vehicle, transit service, personal mobility/micromobility device; real and perceived personal safety; interpersonal/institutional bias; child and elder care and other challenges to travel and transportation. Where applicable, Volpe will represent analyses and findings in both written and visual (graphic and geographic) formats to maximize legibility for a broad audience for use by the Outreach Consultant in their engagement activities with the community.

Task 5 Deliverables:

- Draft and Final Equity Challenges Report
- Outreach and Engagement Presentation Materials

Task 6: Transportation Equity Plan Framework

Volpe will develop a multimedia framework to address the challenges identified in Task 5. The framework will begin as a fiscally unconstrained set of principles and goals for future surface transportation infrastructure improvements and operational strategies. Volpe will work to avoid duplication of efforts already underway through the U.S. Department of Transportation's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant program.

Once these principles and goals are established, Volpe will develop a menu of potential elements for the framework. These may include but are not limited to changes to the design and operation of existing and future highways, streets, sidewalks, trails, bicycle facilities, public transit (e.g., bus, rail), as well as policies and programs to increase access to transportation, such as subsidies, vouchers, and other strategies to reduce barriers to public and private/cooperative transit, paratransit, ridehailing, personal mobility / micromobility, and other modes of transportation. The framework will consider existing and proposed/future land uses and circulation needs in the Millyard TOD District, identifying opportunities to maximize equitable access for the circulation of people and goods in contextually appropriate formats, reduce reliance of automobiles, improve air quality, maximize pedestrian and bicyclist safety, and explore innovative solutions including the potential use of automated shuttles.

Where applicable, Volpe will represent the framework in both written and visual (plan/graphic and mapping/geographic) formats to maximize legibility for a broad audience. Volpe will format materials documenting key details from the framework for use in engagement events to be used by the Outreach Consultant. Volpe will also develop order of magnitude cost estimates for specific (e.g., new rail terminal) and generic (e.g., expanded sidewalks) components of the framework to inform the Implementation Action Plan.

Task 6 Deliverables:

- Draft and Final Transportation Equity Plan Framework
- Outreach and Engagement Presentation Materials

Task 7: Implementation Action Plan

Volpe will develop an implementation action plan to lay out potential phasing and/or collections of coordinated project elements from Task 6 with order of magnitude cost estimates. These may include synergistic combinations of infrastructure changes and new or revised transit, shuttle, rideshare, or other transportation services. These may also include recommendations to sequence implementation actions over time, in coordination with other developments. Volpe will align the plan as feasible with known and anticipated land use redevelopment, infrastructure projects, and operational actions including but not limited to those of the Millyard TOD District, project lead institutions and organizations, and partners

such as the MTA. The action plan will also identify potential applicable funding sources for improvements, high-level futures steps (follow-on actions) to further develop individual elements of the Action Plan, and key roles/responsibilities for partners.

Volpe will present the final plan to a broad coalition comprising the program team, stakeholders, partners, and community members.

Task 7 Deliverables:

- Draft and Final Implementation Action Plan
- Presentation Materials

Budget & Timeline

Task	Task Description	Months to Complete	Budget Authority
0	Project Management	Ongoing	\$ 15,000
1	Project Initiation and Site Tour	1	\$ 6,000
2	Outreach and Engagement Plan	1	\$ 6,000
3	Background Memorandum	2	\$ 8,000
4	Data Collection and Analysis Plan	4	\$ 25,000
5	Equity Challenges Report	6	\$ 35,000
6	Transport Equity Plan Framework	9	\$ 70,000
7	Implementation Action Plan	on or before 7/15/2024	\$ 25,000
	TOTAL		\$ 190,000