SPECIAL COMMITTEE ON ALCOHOL, OTHER DRUGS & YOUTH SERVICES

June 3, 2024 at 5:00 PM
Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Thomas, Barry, Vincent, Kantor, O'Neil

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Demographic and Services Report of the 39 Beech Street Shelter and Engagement Center.
(Note: Provided for informational purposes only; no action is required.)

2. Amendment to the lease agreement between 39 Beech St LLC and the City of Manchester for use of the building located at 39 Beech Street.
Ladies and Gentlemen, what is your pleasure?

3. Amendment to the Professional Services Agreement between East Coast Evolution Leadership, LLC and the City of Manchester for Management, Staffing and Operation of the Shelter and Engagement Center at 39 Beech Street.
(Note: Initial contract and MOU are attached for reference.)
Ladies and Gentlemen, what is your pleasure?

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

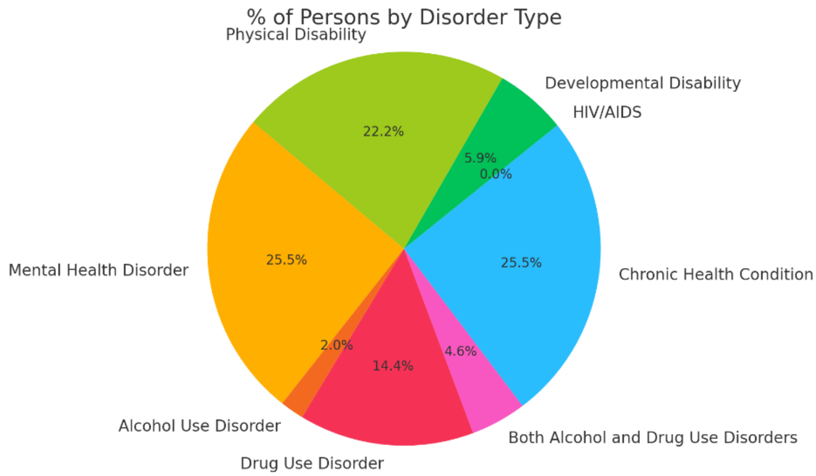
39 Beech Street Demographic and Services Report

Owen J. Westover

1. Number of Persons by Disorder Type

During the period from February 21, 2024, to May 21, 2024, a total of 81 individuals were served by the 39 Beech Street Shelter. The breakdown by disorder type is as follows:

- **Mental Health Disorder:** 39 persons
- **Alcohol Use Disorder:** 3 persons
- **Drug Use Disorder:** 22 persons
- **Both Alcohol and Drug Use Disorders:** 7 persons
- **Chronic Health Condition:** 39 persons
- **HIV/AIDS:** 0 persons
- **Developmental Disability:** 9 persons
- **Physical Disability:** 34 persons



2. ID Program Update

We have obtained IDs for 12 individuals through our partnership with the DMV, assisted in obtaining 3 birth certificates, and have 11 lined up to get IDs the week of May 27, 2024.

3. State Partnership Opportunities

As of May 22, 2024, we have expanded employment support services at the 39 Beech Street Engagement Center to include more job opportunities and training resources through the State Department of Employment Security. I am also in talks with the State Department of Administrative Services to offer resume building, job training, and on-site interviews for state jobs. Additionally, I am working with the State Treasury Department to help individuals reconnect with money sent to the state for safekeeping. These initiatives aim to provide comprehensive support, helping individuals secure stable employment and improve their financial well-being.

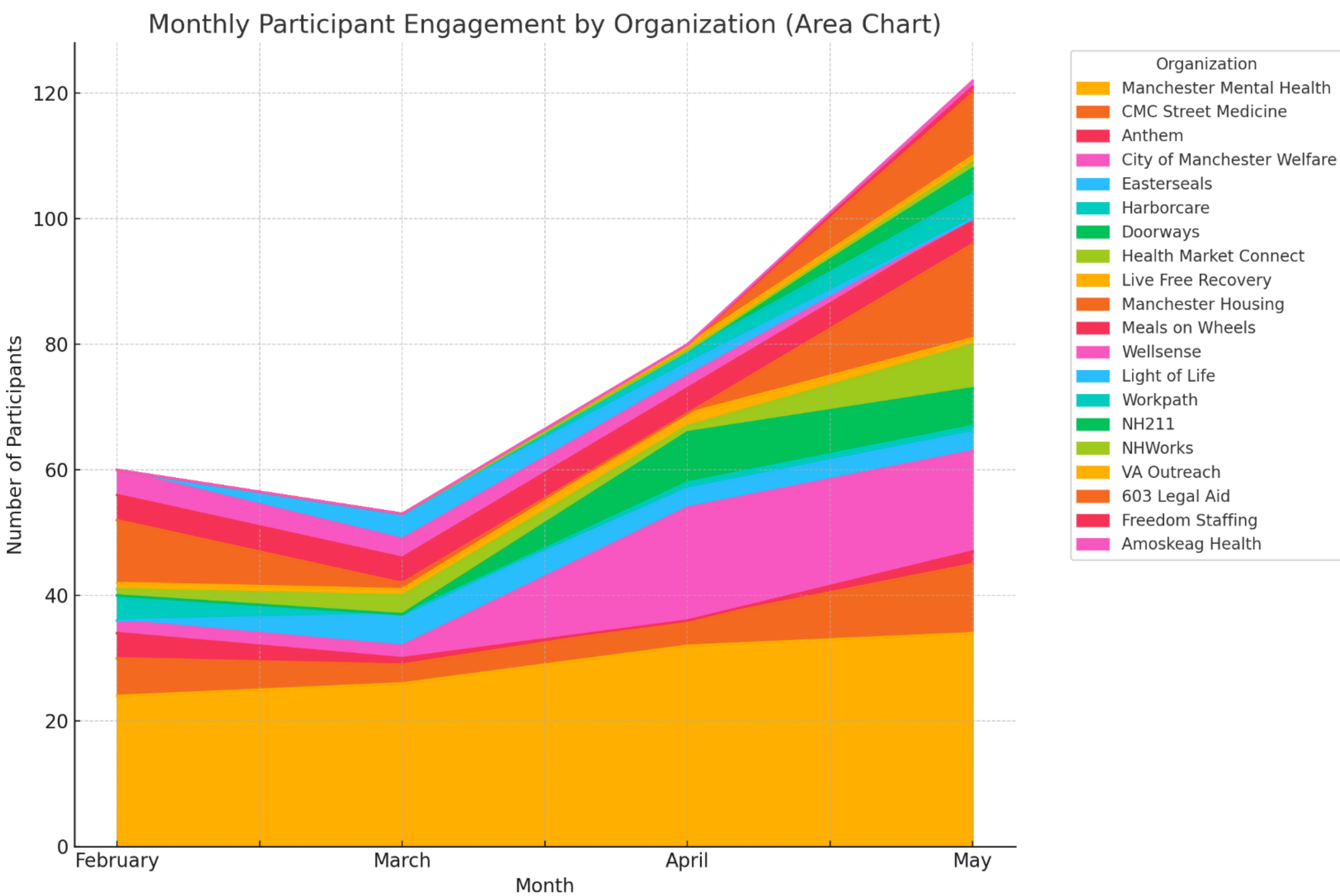
4. Organization Outreach (February 1, 2024 – May 23, 2024)

The outreach efforts of various organizations at our 39 Beech Street Engagement Center since February 1st are summarized below. Note: Data for Hope for NH Recovery, Better Life Partners, Telephone Network, and Avenues is currently unavailable.

Percentage Increase Month-over-Month

- **February to March:** There was an 11.67% **decrease** in participant engagement.
- **March to April:** There was a 50.94% **increase** in participant engagement.
- **April to May:** There was a 51.25% **increase** in participant engagement.

Organization	February	March	April	May	Total Served
Manchester Mental Health	24	26	32	34	116
CMC Street Medicine	6	3	4	11	24
Anthem	4	1	0	2	7
City of Manchester Welfare	2	2	18	16	38
Easterseals	0	5	3	3	11
Harborcare	4	0	1	1	6
Doorways	0	0	8	6	14
Health Market Connect	1	3	1	7	12
Live Free Recovery	1	1	2	1	5
Manchester Housing	10	1	0	15	26
Meals on Wheels	4	4	4	4	16
Wellsense	4	3	2	0	9
Light of Life	0	4	2	0	6
Workpath	0	0	2	4	6
NH211	0	0	0	4	4
NHWorks	0	0	0	1	1
VA Outreach	0	0	1	1	2
603 Legal Aid	0	0	0	10	10
Freedom Staffing	0	0	0	1	1
Amoskeag Health	0	0	0	1	1



SECOND LEASE AMENDMENT

This Second Lease Amendment (the "Amendment") is made as of **________________** (the "Effective Date") by and between 39 BEECH ST LLC, a New Hampshire limited liability company ("Landlord"), and THE CITY OF MANCHESTER, a municipal corporation ("Tenant"). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Lease (as such term is defined below).

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated February 1, 2023 (the "Lease") for those certain premises containing approximately four thousand (4,000+/-) rentable square feet (the "Premises") located on the first floor of the building located at 39 Beech Street, Manchester, New Hampshire (the "Building"), as more fully described in Exhibit A to the Lease, and

WHEREAS, Landlord and Tenant entered into a First Lease Amendment dated July 1, 2023 expanding the scope of Tenant's use of the Premises and the Term as defined in the lease; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease and to further amend the Lease as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree and amend the Lease as follows:

1. **Amendments to Lease.**

1.1 Section 2.1 of the Lease is hereby amended to extend the Term for five (5) months commencing on July 1, 2024 and terminating on November 30, 2024, unless earlier terminated as provided for in the Lease or by mutual agreement of the parties (the "Term").

1.2 Section 2.2 of the Lease is amended as follows:

In the event the Tenant holds over after the expiration of the Term, the Rent (as such term is defined in the Lease) shall be paid in the amount of one hundred percent (100%) of the monthly amount set forth as Rent in Article III of the Lease (which the parties agree shall be Twenty-Seven Thousand Dollars ($27,000.00) per month).

1.3 Section 3.1 of the Lease is hereby amended as follows:

The parties agree and understand that Tenant covenants and agrees to pay to Landlord on or before July 1, 2024 an initial Rent payment in the amount of EIGHTY-ONE THOUSAND DOLLARS ($81,000,00). The Tenant further agrees and covenants to pay to Landlord on or before the first day of October 2024 and monthly thereafter for the remaining Term Rent in the amount of TWENTY-SEVEN THOUSAND DOLLARS ($27,000.00). All Rent is paid with the express understanding that the Tenant is a self-insured entity, and that Tenant bears no further insurance obligation.

1.4 Section 3.2 of the Lease is hereby DELETED.

2 **Ratification.** Except as herein and hereby modified and amended, the Lease shall remain in full force and effect and all of the other terms, provisions, covenants and conditions thereof are ratified and confirmed.

3 **Brokers.** Each party represents and warrants to the other party that it has not dealt with any broker in connection with this Amendment and each party agrees to indemnify and save the other party harmless from all losses, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from any breach of this representation and warranty. This representation and warranty shall survive the Term of the Lease or any early termination thereof.

4 General Provisions.

4.2 Entire Agreement. This Second Lease Amendment, First Lease Amendment, and the Lease constitute the entire agreement of the parties. This Second Lease Amendment shall not be modified except in writing subscribed by the parties hereto. Neither Landlord nor Tenant is currently in default under the Lease, nor has any event occurred which, with the passage of time or the giving of notice or both, would constitute default by either Landlord or Tenant. As of the date first set forth above, there is no defense, offset, claim or counterclaim by or in favor of Tenant with respect to the terms and conditions of the Lease.

4.3 Modifications. This Amendment may not be modified orally but only by a writing signed by the parties hereto and dated subsequent to the date hereof.

4.4 Governing Law. This Amendment shall be governed by, and construed, interpreted, and enforced in accordance with the laws of the State of New Hampshire, without reference to its principals of conflicts of law.

4.5 Invalidity. The invalidity of one or more of the provisions of this Amendment shall not affect the remaining portions of this Amendment; and, if any one or more of the provisions hereof should be declared invalid by a final order, decree, or judgment of a court of competent jurisdiction, this Amendment shall be construed as if such invalid provision had not been included in this Amendment.

4.6 Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original.

4.7 Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4.8 Successors and Assigns. This Amendment shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to be executed by their respective duly authorized agents as of the date first above written.

LANDLORD:

39 BEECH ST LLC

By: ____________________________
Name: Gino Bernard
Its: Member

TENANT:

THE CITY OF MANCHESTER

By:______________________________
Name: Jay Ruais
Its: Mayor

First Amendment to Professional Services Agreement

for Management, Staffing and Operation of the Shelter and Engagement Center at 39 Beech Street, Manchester, NH

THIS AMENDMENT to the Professional Services Agreement terminating on June 30, 2024, (the “2023 Agreement”), is by and between the City of Manchester, a municipal corporation with a mailing address of One City Hall Plaza, Manchester, New Hampshire, 03101, by and through the Office of the Mayor, (hereinafter referred to as, the "City") and East Coast Evolution Leadership, LLC, 190 Elm Street, Manchester, NH 03101, (hereinafter referred to as, the "Vendor”).

In consideration of the extension of the June 30, 2024 termination of the 2023 Agreement, the parties agree, as follows:

1. Amend paragraph 3 of the 2023 Agreement, striking the Completion Date of June 30, 2024 and inserting a new Completion date of November 30, 2024.
2. Amend paragraph 1 of Attachment A to the 2023 Agreement, striking the date of June 30, 2024 as the end of the period of completion and inserting, instead, the date of November 30, 2024.
3. Amend paragraph 1 of Attachment A to the 2023 Agreement, striking the date of June 30, 2024 as the end of the termination period and inserting, instead, the date of November 30, 2024.
4. Amend paragraph 5 of Attachment A to the 2023 Agreement, striking the monthly compensation amount of $70,833.33 per month and inserting, instead, the amount of $72,000 per month as Compensation.
5. Amend paragraph 20 of Attachment A to the 2023 Agreement, striking the following Paragraph 20:

   20. OBLIGATIONS OF THE CITY:

   The City’s Director of Homelessness Initiatives will oversee the program on behalf of the City, providing programmatic guidance and final approval on for the Facility, including but not limited to the range of services available at the Facility, hours of operation, safety protocols, resources available on site, guest rules and expectations, admission and participation eligibility requirements, site capacity, neighborhood/partner relationships and collaboration. The Director of Homelessness Initiatives shall be responsible for program data reporting, measuring outcomes, collaboration with City partners, and *monitoring program activities, and will be exclusively responsible for reporting and advising the Board of Mayor and Aldermen regarding the Agreement.*

And inserting the following:

20. CITY OVERSIGHT:

The City's Director of Homelessness Initiatives will oversee the Facility on behalf of the City, providing programmatic guidance and final approval for the Facility, including but not limited to the range of services available at the Facility, hours of operation, safety protocols, resources available on site, guest rules and expectations, admission and participation eligibility requirements, site capacity, and relationships and collaboration with partners. The Director of Homelessness Initiatives shall be responsible for program data reporting, measuring outcomes, collaboration with City partners, and monitoring program activities, and will be exclusively responsible for providing direct reports and advice to the Board of Mayor and Aldermen regarding the Agreement. Toward that end, in addition to collecting data through HMIS and other mutually-agreed means, the Vendor will provide to the Director of Homelessness Initiatives a monthly report on or before the 7th day of the following month, commencing no later than July 7th, describing for each program at the Facility, the number of persons served and their places of residence and employment status, the names of the agencies and programs participating in weekly resource fairs, and the number of persons who obtained official identification and/or Medicaid or other medical care coverage.

IN WITNESS WHEREOF, the City and the Vendor have executed this Agreement as of the date first above written:

City of Manchester

Per:

____

Officer's Name:

Date:

East Coast Evolution Leadership, LLC

Per:

____(Seal)

Officer's Name:

Date:

(Certificate of Authority/Vote Attached)

PROFESSIONAL SERVICES CONTRACT REGARDING STAFFING SERVICES for OVERNIGHT RESIDENTIAL SHELTER AND DAYTIME ENGAGEMENT CENTER

THIS AGREEMENT for professional services is made on August 3, 2023, and is by and between the City of Manchester, a municipal corporation with a mailing address of One City Hall Plaza, Manchester, New Hampshire, 03101, by and through Fire Department, (hereinafter referred to as, the "City") and East Coast Evolution Leadership, LLC, 190 Elm Street, Manchester, NH 03101, (hereinafter referred to as, the "Vendor”).

WITNESSETH THAT:

WHEREAS, the City has received a Grant under American Recovery Plan Act (ARPA) of 2021; and,

WHEREAS, the City may use ARPA funding for proposed activities that complies with one of the following eligible uses:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers the that have eligible workers who performed essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broad band infrastructure; and,

WHEREAS, the City has also received a Grant under Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, pursuant to said Grant, the City is addressing certain adopted objectives; and, WHEREAS, the City desires to engage the Vendor to render certain services toward achievement of such objectives;

NOW, THEREFORE, the City and the Vendor do mutually agree as follows:

1. ENGAGEMENT OF THE VENDOR; SERVICES TO BE RENDERED.

The City agrees to engage the Vendor, and the Vendor agrees to perform the work and the services identified and more particularly described in Attachment A, Scope of Services, (hereinafter referred to as “Services”).

2. ARPA FUNDING JUSTIFICATION.

The Vendor shall provide justification of eligibility for ARPA funding in Attachment B.

3. COMMENCEMENT DATE; COMPLETION DATE.

3.1 Commencement Date and Completion Date: Performance of the Services may begin effective September 3, 2023, (hereinafter referred to as the "Commencement Date"), and except as otherwise specifically provided for herein, all Services shall be completed in their entirety on or before June 30, 2024, (hereinafter referred to as the "Completion Date").

3.2.1 Performance of Services by Vendor Prior to Commencement Date: Notwithstanding the provisions of Section 3.1 above, any Services performed by the Vendor prior to the Commencement Date shall be performed at the sole risk of the Vendor. In the event that this Agreement shall not become effective, the City shall be under no obligation to pay the Vendor for any costs incurred in connection with the Services, or to otherwise pay for any Services performed during such period. If, however, this Agreement becomes effective, all costs incurred in connection with the Services performed prior to the Effective Date shall be paid in accordance with the terms and conditions of this Agreement.

4. PERSONNEL; CONFLICT OF INTEREST.

4.1 Personnel: The Vendor represents that it has secured, or will secure at its own expense, all professionally qualified personnel required to perform the Services under this Agreement. Such personnel shall not be employees of the City.

4.2 Qualifications of Personnel: All of the Services required hereunder will be performed by the Vendor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State law to perform such services.

4.3 Interest of City Officials and Employees: The Vendor certifies that, to its knowledge, no member of the governing body of the City, and no other public official, officer, employee or agent of the City who exercises any functions or responsibilities in connection with carrying out of the Community Development Block Grant Program activity to which this Agreement pertains, shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

4.4 Interest of Certain Federal Officials: The Vendor shall certify that no member or delegates to the Congress of the United States shall be admitted to any share or part of the proceeds of this Agreement or to any benefit to arise here from.

4.5 Interest of the Vendor and Its Agents and Employees: The Vendor covenants that neither it, nor any of its agents or employees, presently has any interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

5. PAYMENTS TO THE VENDOR.

5.1 The City shall pay the Vendor for services rendered in accordance with the provisions of this Agreement and applicable law, and as further specified in the Attachments to this Agreement.

5.2 All payments requested under this Agreement shall: 1) be for eligible and allowable costs incurred in accordance with administrative project cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules and procedures established by the City of Manchester; 2) fulfill the statutory requirements of the ARPA program; and 3) pertain to eligible and allowable costs incurred in accordance with administrative project cost standards set forth in 2 CFR 200 (Subpart E)

5.3 Payments by the City to the Vendor shall be made within 30 days of the City's receipt of statements by the Vendor, provided that all provisions of this Agreement have been fulfilled by the Vendor, unless the City requests clarification or alteration of the statements. The statement shall document the period for which services were performed, the hours and specific services provided and the individuals performing said services. Prior to disbursement, said statement shall be reviewed and approved by the City's Representative.

5.4 Payments to the Vendor for services and expenses under this Agreement shall be based upon the scope of services identified in Attachment B. Vendor is responsible for all costs associated with fulfilling this contract, with the exception of reimbursable expenses as provided in Attachment A, and the rent associated with the 39 Beech Street premises, which shall be paid by the City.

5.5 No money under this Agreement shall be disbursed by the Vendor to any contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the contractor is in compliance with United States Department of the Treasury (USDT) requirements with regard to accounting and fiscal matters, to the extent they are applicable.

5.6 The Vendor may not subcontract any of the services required under this Agreement without the prior written approval of the City. The procurement of normal commercial supplies and services under procedures approved by the City and/or USDT under applicable rules and regulations shall not be considered as subcontracting. All such approved subcontracts shall be in the same form as the Agreement and subject to the same terms, conditions, and covenants contained herein. Additional information relative to applicable federal procurement requirements is referenced in Attachment E, ("Procurement Requirements").

6. AMENDMENTS / ADDITIONAL SERVICES.

The City may request changes in the Services to be performed hereunder by the Vendor. Such changes, including any increases or decreases in the amount of the Vendor's compensation, which are mutually agreed upon by and between the City and the Vendor, shall be incorporated in written amendments to this Agreement.

7. TERMINATION.

7.1 TERMINATION FOR CONVENIENCE OF CITY.

The City shall have the right at any time, for any reason whatever, to interrupt or terminate any part of or all of the work or Services required of the Vendor under this Agreement with a thirty (30) day written notice of such interruption or termination transmitted to the Vendor by the City. Interruption of any part of or all of the required work or Services in excess of six months shall be considered a termination. In the event of termination of any part of or all of this Agreement, without fault on the part of the Vendor, the Vendor shall be entitled to pro-rata compensation for all work performed pursuant to this Agreement and to the satisfaction of the City. In order that the Vendor shall receive payment under termination notice of any part of the work, all plans, reports, field notes, estimates, proposals, calculations, together with all other materials and data collected or prepared in connection with this Agreement shall be transmitted to the City in a form acceptable to both parties.

7.2. TERMINATION FOR CAUSE. Upon the occurrence of any Event of Default as noted in 7.3 following, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Vendor of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In such event, all program records and all finished or unfinished documents, data, studies, and reports prepared by the Vendor shall, at the option of the City, become the City's property and the Vendor shall be entitled to receive compensation for any work satisfactorily completed hereunder; provided, however, that the amount of such compensation shall be solely determined by the City.

7.3 EVENTS OF DEFAULT. Any one or more of the following acts or omissions by the Vendor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

7.3.1 Failure to perform or complete any of the Services as scheduled or as required by this Agreement;

7.3.2 Failure to maintain the records required hereunder or to permit access thereto;

7.3.3 Failure, upon request by the City to reimburse the City for payments used by the Vendor for expenses other than for the provision of the Services;

7.3.4 Failure in the performance of any of its remaining obligations hereunder or a default in any of the other covenants and conditions of this Agreement.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Vendor, and the City may withhold any payments to the Vendor for the purpose of set-off until such time as the exact amount of damages due the City from the Vendor is determined.

8. RECORDS.

8.1 During the performance of the Services under this Agreement, and for a period of four (4) years after the completion and acceptance of services under this Agreement, the Vendor shall keep and require any sub-Vendor to keep the following records and accounts:

8.1.1 Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.

8.1.2 Fiscal Records: Books, records, documents and other statistical data evidencing, and permitting a determination to be made by the City of all project costs and other expenses incurred by the Vendor and all income received or collected by the Vendor, during the performance of the project activities. Said records shall be maintained in accordance with accounting procedures and practices acceptable to the City, and which sufficiently and properly reflect all such costs and expenses, and shall include, as may be applicable and without limitation, all ledgers, books, records and original evidence of costs such as purchase requisitions and orders, invoices, vouchers, bills, requisitions for materials, inventories, valuations of in-kind contributions, labor time sheets, and other records requested or required by the City.

9. DATA.

9.1 Data: As used in this Agreement, the term "data" shall mean all results, reports, documents, technical information and materials, developed and obtained from, or in connection with, the performance of the Services.

9.2 Retention; Rights in Data: The Vendor shall retain all data for a period of four (4) years after the Completion Date. During the performance of this Agreement and the said four (4) year period, the City, HUD and their designated representatives shall have unrestricted access to all data prepared under this Agreement for purposes of duplication, publication, translation, sale or disposal, or for any purpose whatsoever; provided, however, that publication by the City, HUD or their designated representatives of any data shall include reasonable credit to the Vendor.

9.3 Proscription Against Copyright: No data, information or other material produced in whole or in part under this Agreement shall be subject to copyright in the United States or any other country.

9.4 Findings confidential: All reports, information, or data given to or prepared or assembled by the Vendor under this Agreement are to be kept confidential by the Vendor and the Vendor shall not make any such reports, information or data available to any individual or organization without the prior written approval of the City.

9.5 Patents: Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to the City and HUD for determination as to whether patent protection for such discovery or invention shall be sought and how the rights in the invention and discovery, including rights under any pattern issued thereon, shall be disposed of and administered, in order to protect the public interest.

10. AUDITS AND INSPECTIONS

During the performance of the project activities and the four (4) year retention period, at any time during normal business hours and as often as City, HUD, USDT or the Comptroller General of the United States, together or severally, may deem necessary, the Vendor shall make available to the City, HUD, USDT or representatives of the Comptroller General as requested all records pertaining to matters covered by this Agreement. The Vendor shall permit the City, HUD, USDT or representatives of the Comptroller General, collectively or severally, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, records of personnel, data and other information relating to all matters covered in this Agreement. The Vendor shall permit the City, USDT or representatives of the Comptroller General, collectively or severally, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, records of personnel, data and other information relating to all matters covered in this Agreement. Additional auditory requirement information may be referenced in Attachment F, ("Reporting & Auditing Requirements").

11. QUARTERLY REPORTING

The Vendor shall submit on a timely basis any such required quarterly project and expenditure reports describing program activities, expenditure and notable program occurrences in accordance with Attachment F.

12. ASSIGNABILITY

The Vendor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City.

13. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

The Vendor shall comply with all applicable laws, ordinances and codes of the State and local governments and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work specified by this Agreement.

14. STATUTORY REQUIREMENTS

The Vendor shall comply, and require each sub-contractor to comply, as may be applicable, with the following federal laws, standards, orders and regulations issued pursuant thereto:

14.1 Executive Order 11246. -Equal Employment Opportunity/Affirmative Action Requirements. The Vendor hereby covenants and agrees that during the term of the Agreement it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin or physical handicap and that, in furtherance of the said covenant the Vendor shall:

14.1.1 Take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, familial status, marital status, national origin or physical handicap; such action shall be taken in conjunction with any of the Vendor's acts in the capacity of an employer including, but not limited to: employment of individuals, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;

14.1.2 Post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause; the Vendor will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex, familial status, marital status, national origin or physical handicap;

14.1.3 Keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit the same at such times as may be required; the Vendor shall also permit the City, or the Secretary of Labor or any of their designated representatives to have access to the Vendor's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;

14.1.4 Not discriminate among participants under this Agreement on the basis of race, color, religion, sex, age, familial status, marital status, national origin, mental or physical handicap. For the purpose of this Agreement, distinctions on the grounds of the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his /her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfies any admission, enrollment quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, age, familial status, marital status, national origin, or physical handicap of the participants to be served.

14.1.5 Civil Rights Act of 1964, (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14.1.6 Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14.1.7 "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

14.1.8 The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

14.1.9. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

14.1.10 The Vendor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon finding that the sub-Vendor is in violation of regulations issued by the Secretary of Housing and Urban Development under 24 CFR 135. The Vendor will not subcontract with any sub-Vendor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Vendor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

14.1.11 Sections 503 & 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794), which provides that no otherwise qualified handicapped individual shall, solely by reasons of his or her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

14.1.12 The Age Discrimination Act of 1975, as amended, (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

14.1.13. The Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) issued pursuant to that Title. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

14.1.14Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

14.1.15 RSA 354 and rules of the New Hampshire Human Rights Commission (HUM 100, et. seq.) on discrimination in employment, membership, accommodations, and housing.

14.2 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

14.3 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

14.4 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

14.5 OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

14.6 Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

14.7 Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

14.8 New Restrictions on Lobbying, 31 C.F.R. Part 21.

14.9 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.§§ 4601-4655) and implementing regulations.

14.10 Generally applicable federal environmental laws and regulations.

14.11 Vendor shall cause the applicable provisions of this Section of the Statutory Provisions to be inserted in all sub-agreements, for any work or Project Activities covered by this Agreement so that the Provisions will be binding on each sub-Vendor; provided, however, that the foregoing

Provisions shall not apply to contracts for standard commercial supplies or raw materials. Vendor shall take such action with respect to any sub-agreement as the State, or where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

15. WAIVER OF BREACH

No waiver by the City of its rights to enforce any provisions hereof after any default on the part of the Vendor shall be deemed a waiver of its right to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. INSURANCE/ INDEMNIFICATION

See Attachment C**.** The Vendor must provide all insurance certificates at the time of execution of this Agreement.

18. REGISTRATION

The Vendor must create and/or maintain a valid SAM.gov registration for the purpose of compliance with (2 CFR § 25.100) for the duration of this Agreement.

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 registered or certified mail, postage prepaid, in a United States Post Office addressed to the parties at the address as follows:

(a) If to the City:
The City of Manchester
1 City Hall Plaza
Manchester, NH 03101

(b) If to the Vendor:
East Coast Evolution Leadership
190 Elm Street
Manchester, NH 03101

20. CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement is to be construed in accordance with the laws of the State of New Hampshire and is binding upon and insures to the benefit of the parties and their respective successors and assigns. The headings 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.

21. JURISDICTION

Any lawsuit regarding this Agreement shall be filed in New Hampshire.

22. SEVERABILITY

If any court deems any of the terms of this Agreement to be unenforceable or invalid, in whole or in part, that shall not affect the remaining terms of this Agreement, and they shall remain in full effect.

23. INTEGRATION

This Agreement represents the final and binding agreement between the parties for the Services. Any prior agreement made regarding those services is superseded by this Agreement.

The remainder of this page is intentionally left blank. Signatures of the parties follow.

IN WITNESS WHEREOF, the City and the Vendor have executed this Agreement as of the date first above written:

City of Manchester

Per:
____*(Seal)*
Officer's Name:

East Coast Evolution Leadership

Per: melanie Haney ________________*(Seal)*
Officer's Name: Melanie Haney

ATTACHMENT A
SCOPE OF SERVICES

In consideration of the mutual promises contained in the City of Manchester, Community Improvement Program (CIP) Agreement for Services, American Rescue Plan Act Assistance Listing #21.027, and City of Manchester CDBG Grant 610024, (hereinafter, "the Agreement"), by and between the City of Manchester (hereinafter, "the City"), and East Coast Evolution Leadership, LLC, (hereinafter, "the Vendor"), (hereinafter collectively referred to as, "the Parties"), and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties further agree, as follows:

1. TERM OF AGREEMENT:

The term of this Agreement (the "Term") will begin on September 3, 2023 and will remain in full force and effect until June 30, 2024, subject to earlier termination as provided in this Agreement and so long as sufficient funds are appropriated by the City. The Term may be extended only with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to June 30, 2024, that Party will be required to provide 30 days' written notice to the other Party.

2. OVERVIEW OF SERVICES TO BE PROVIDED BY VENDOR:

The City hereby agrees to engage the Vendor to provide staffing services (hereinafter, "the Staffing Services"), in connection with an overnight residential shelter and daytime engagement center, leased and maintained by the City and located at 39 Beech Street, Manchester, New Hampshire 03301, (hereinafter, "the Facility"). The Vendor is responsible for hiring qualified and properly-screened staff for the Facility, which operates under the direction of the City's Director of Homelessness Services, and insuring that the Facility is fully staffed at all times during which the Facility is operational.

In providing the Staffing Services, the Vendor promises to exercise its best efforts to adhere to the following standards and objectives, as well as any that may be further specified by the City during the term of the Agreement:

Programming methodology that includes a low-barrier emergency shelter approach prioritizing the adult street homeless population and employing harm reduction.

A. Quantity and quality of services to be provided that demonstrate best practices including trauma-informed and person-centered care.

B. Commitment to hiring those with lived experience of homelessness and/or substance use when possible and providing considerate support and training.

C. Maintenance of positive relationships and connections to service vendors, community, and volunteer/donation base in collaboration and transparency with client.

D. Collaboration with the community service providers within the Homelessness Continuum of Care and as requested by the Director of Homelessness Initiatives for the City of Manchester.

E. Creation of productive and goal oriented culture including increasing stability in the areas of guests' income, behavioral health, and housing by way of service connections in the community.

F. Commitment to data driven practices including HMIS (Homeless Management of Information System) participation and documentation of activities and expected outcomes required by Director of Homelessness.

G. Compliance with weekly communications, requests, and reporting from Director of Homelessness Initiatives as needed.

3. EAST COAST EVOLUTION LEADERSHIP, LLC IS THE EMPLOYER:

Vendor agrees that it is the employer and that the persons working at the Facility are employees of East Coast Evolution Leadership, LLC and not of the City. As such, the Vendor is solely responsible for all wages, benefits and other compensation, and all applicable withholdings and payments, including but not limited to required taxes, withholdings, workers' compensation insurance, and unemployment tax payments. Vendor will designate staff, coordinate schedules, and maintains the sole authority to manage wage increases, bonuses, disciplinary action, and any other activity pertaining to the staffing of the Facility.

4. VENDOR IS AN INDEPENDENT CONTRACTOR:

In providing the Services under this Agreement it is expressly agreed that the Vendor is acting as an independent contractor and not as an employee. The Vendor and the City acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Vendor agrees that the City bears no tax, fee or penalty liability under this Agreement, and the City is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit in connection with the Vendor or with this Agreement. The Vendor is solely responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Vendor under this Agreement.

5. COMPENSATION:

No payment or compensation is due from the City to the Vendor on or account of services rendered by East Coast Evolution Leadership, LLC until invoiced or upon the signing of MOU document for the first month's payment.

Contractor will charge the Client for the Services at the rate of no more than $70,833.33 per month (the "Compensation").

The Contractor will invoice the Client every month no later than the fifth (5th) day of the following month.
Invoices submitted by the Contractor to the Client are due within ten (10) days of receipt.

In the event that this Agreement is terminated by the City prior to completion of the Services but where the Services have been partially performed and have not been paid for by the City, the Vendor will be entitled to payment for services rendered up to the date of termination provided that there has been no breach of contract on the part of the Vendor.

6. REIMBURSEMENT OF EXPENSES:

All expenses shall be incurred in compliance with Attachment E to the Agreement and must be pre-approved by the Director of Homelessness Initiatives.

The Vendor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Vendor in connection with providing the Services.

7. INSURANCE AND INDEMNIFICATION:

See Attachment C.

8. CONFIDENTIALITY:

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the City which would reasonably be considered to be proprietary to the City including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the City and where the release of that Confidential Information could reasonably be expected to cause harm to the City.

The Vendor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

The Vendor agrees that it will adhere to all state and federal laws protecting confidential, health care and personally-identifiable information, including but not limited to HIPAA.

9. OWNERSHIP OF INTELLECTUAL PROPERTY:

All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Vendor. The City is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Vendor.

10. RETURN OF PROPERTY:

Upon the expiration or termination of this Agreement, the Vendor will return to the City any property, documentation, records, or Confidential Information which is the property of the City.

11. AUTONOMY:

Except as otherwise provided in this Agreement, the Vendor will have full control over all staffing decisions made under this Agreement, including but not limited to working time, methods, and decision–making, but will be responsive to the reasonable needs and concerns of the City.

12. EQUIPMENT:

Except as otherwise provided in this Agreement, the Vendor will provide at its sole expense, any and all tools, machinery, equipment, raw materials, supplies, work wear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

13. REPORTING AND AUDITING:

The Vendor will adhere to Attachment F, Reporting and Auditing Requirements, in the performance of this agreement.

14. NON-SOLICITATION:

Non-Solicitation. During the period commencing on the Effective Date and ending one year following the Termination Date, the City of Manchester shall not, without the East Coast Evolution Leadership's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of East Coast Evolution Leadership or its Affiliates; or (ii) hire, on behalf of the City of Manchester or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with East Coast Evolution Leadership or its Affiliates. During the period commencing on the date hereof through and ending one year following the Termination Date, the City of Manchester will not, whether for its own account or for the account of any other Person, intentionally interfere with the relationship of East Coast Evolution Leadership or its Affiliates with, or endeavor to entice away from the East Coast Evolution Leadership or its Affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venturer or other customer of the East Coast Evolution Leadership, LLC or its Affiliates.

15. MODIFICATION OF AGREEMENT:

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

16. ASSIGNMENT:

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

17. GOVERNING LAW:

To the extent permitted by applicable federal law, this Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire.

18. SEVERABILITY:

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. WAIVER:

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

20. OBLIGATIONS OF THE CITY:

The City's Director of Homelessness Initiatives will oversee the program on behalf of the City, providing programmatic guidance and final approval on for the Facility, including but not limited to the range of services available at the Facility, hours of operation, safety protocols, resources available on site, guest rules and expectations, admission and participation eligibility requirements, site capacity, neighborhood/partner relationships and collaboration. The vendor shall have final say over safety and training protocols for staff. The Director of Homelessness Initiatives shall be responsible for program data reporting, measuring outcomes, collaboration with City partners, and monitoring program activities, and will be exclusively responsible for reporting and advising the Board of Mayor and Aldermen regarding the Agreement.

21. NOTICES:

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- The City of Manchester
  1 City Hall Plaza
  Manchester, NH 03101

  East Coast Evolution Leadership
  190 Elm St.
  Manchester, NH 03101

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

ATTACHMENT B
<u>JUSTIFICATION OF ELIGIBILITY</u>

Please provide an explanation of how the program/project meets the American Rescue Plan Act eligibility criteria:

The Department of the Treasury's Final Rule implementing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF) under the American Rescue Plan Act (ARPA) states that the final rule's eligible use category for assistance to households "also includes emergency assistance for individuals experiencing homelessness, either individual-level assistance…or assistance for groups of individuals," and further establishes "that transitional shelters (e.g. temporary residences for people experiencing homelessness) are eligible capital expenditures." (31 CFR Part 34, pg. 83).

Given that this program aims to fund and maintain a transitional shelter designed to provide emergency assistance for individuals experiencing homelessness, it would be an eligible use of ARPA funds under spending category 2.18 – Housing Support: Other Housing Assistance.

ATTACHMENT C
INSURANCE/ INDEMNIFICATION

1. INDEMNIFICATION AND INSURANCE REQUIREMENTS:

In consideration of the utilization of funding through the City and other valuable consideration, the receipt of which is hereby acknowledged, Vendor
agrees that all persons furnished by Vendor shall be considered the Vendor's employees or agents and that Vendor shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

VENDOR hereby agrees to protect, defend, indemnify, and hold the City of Manchester and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the City arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Vendor's action which are related to this Agreement. Vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Vendor. Vendor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Vendor or the City or to enlarge in any way the Vendor's liability but is intended solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from Vendor's performance hereunder.

2. VENDOR agrees to maintain in full force and effect:

A. Comprehensive General Liability Insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be $1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; $1,000,000 annual aggregate personal injury liability.

B. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be $1,000,000 each accident, combined single limit for bodily injury and property damage.

C. Workers' Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least $100,000 for each accidental injury and, with respect to bodily injury by disease, $100,000 each employee and $500,000 per policy year.

D. Professional Liability insurance covering negligent acts, errors or omissions committed in connection with or arising directly or indirectly out of the services and activities funded under this Agreement being provided to the City of Manchester. The minimum limits of liability carried on such insurance shall be $1,000,000 each claim and $1,000,000 per policy year.

E. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Vendor.

F. Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.

G. Vendor agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester and the Community Improvement Program as an additional insured (except worker's compensation) and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire, 03101 and the Community Improvement Program, One City Hall Plaza, Manchester, NH 03101 at least thirty (30) days in advance of such cancellation or change.

The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Vendor's liability hereunder or in any way modify the Vendor's indemnification responsibilities to the City of Manchester and the Community Improvement Program.

ATTACHMENT D

DOCUMENTATION OF COSTS, COST PRINCIPLES & METHODS OF PAYMENT

Documentation of Costs. All payments are based on the submission of certified documentation for ARPA related to this Agreement. It is expressly understood and agreed that in no event will the total amount paid under this Agreement exceed $____________, subject to potential adjustment based on program demand, prior to $_________ in grant monies having been expended by the City of Manchester, which amount is allocated only for the Vendor Scope of Services, Projected Budget & Objectives described in Attachment A. The Vendor should note federal cost principles (provided below) for rendering services in carrying out the Scope of Services.

Cost Principles Policy Guide (2 CFR § 200.400 [Subpart E]):

The application of these cost principles is based on the fundamental premises that:

(a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.

(b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

(c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.

(d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non- Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.

(e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered. See the definition of indirect (facilities & administrative (F&A)) costs in § 200.1 of this part.

(f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.

(g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award. See also § 200.307.

<u>Method of Payments</u>
Payments to the Vendor shall be made on a bi-monthly basis, and shall be based upon the actual costs incurred by the Vendor in providing the services under this Agreement during the preceding month(s). Requisitions for payment shall be accompanied by such documentation of incurred capital costs as may be from time to time required by the City, together with evidence of satisfaction of the reporting requirements as set forth in Attachment __.

ATTACHMENT E
PROCUREMENT REQUIREMENTS

1. GENERAL PROCUREMENT STANDARDS (2 CFR § 200.318)

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non- Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost- effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(j) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

ATTACHMENT F
REPORTING & AUDITING REQUIREMENTS

1. **ARPA REPORTING**

The Vendor shall submit quarterly reports to the City using the specified form (provided in Attachment G) and in accordance with the reporting schedule provided below. Such report shall include required information on expenditures, performance of services, and beneficiaries of said services in the form and manner set forth herein, together with such other reports as may be from time to time be required by the City in fulfillment of the City's administrative responsibilities to the USDT.

Report	Year	Quarter	Period Covered	Due Date
1	2021	4	October 1 – December 31	January 14, 2022
2	2022	1	January 1 – March 31	April 15, 2022
3	2022	2	April 1 – June 30	July 15, 2022
4	2022	3	July 1 – September 30	October 14, 2022
5	2022	4	October 1 – December 31	January 16, 2023
6	2023	1	January 1 – March 31	April 14, 2023
7	2023	2	April 1 – June 30	July 14, 2023
8	2023	3	July 1 – September 30	October 16, 2023
9	2023	4	October 1 – December 31	January 16, 2024
10	2024	1	January 1 – March 31	April 15, 2024
11	2024	2	April 1 – June 30	July 16, 2024
12	2024	3	July 1 – September 30	October 16, 2024
13	2024	4	October 1 – December 31	January 17, 2025
14	2025	1	January 1 – March 31	April 15, 2025
15	2025	2	April 1 – June 30	July 16, 2025
16	2025	3	July 1 – September 30	October 17, 2025
17	2025	4	October 1 – December 31	January 16, 2026
18	2026	1	January 1 – March 31	April 15, 2026
19	2026	2	April 1 – June 30	July 17, 2026
20	2026	3	July 1 – September 30	October 16, 2026
21	2026	4	October 1 – December 31	January 15, 2027

2. CBDG REPORTING

The Vendor shall provide reports to the City in the manner set forth hereinafter:

Narrative Progress Report monthly commencing in August 2023 with detailed project progress and citing any changes or occurrences that significantly or substantially impact the project, including staff changes.

CIP Beneficiaries Report monthly commencing in August 2023 (see Attachment H).

3. AUDITING REQUIREMENTS (2 CFR §200.501)

(a) Audit required. A non-Federal entity that expends $750,000 or more during the non- Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non- Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

4. EXECUTIVE COMPENSATION

The Vendor is responsible for reporting total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:

(1) the total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

(2) in the preceding fiscal year, you received:

(a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(3) The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm*.)

ATTACHMENT H
CDBG BENEFICIARIES REPORT INSTRUCTIONS SUMMARY

- Reports must be submitted on a monthly basis to the CIP office.
- One report for each program that is funded through CIP. The form should have a total count of new individuals served for the month. Do not submit a separate form for each individual served.
- Backup documents in the areas of income eligibility and residency requirements need to be maintained and be available for the CIP Staff for reviewing.
- Document individual, not the families you are serving, example – Transitional Housing for a mother and two children would be recorded as 3. Substance abuse treatment – count only 1, for the individual, after school program – count only 1, the youth.
- All records should be retained for 3 years after completion of the project.

Form Description:

AGENCY NAME: Name of your agency

PROJECT NAME: Name of the project being funded through CIP

CIP PROJECT NUMBER: Number assigned to your project through the CIP office. You will be able to find this number on the first page of your contracts.

REPORTING MONTH: The month the information pertains to.

PREPARED BY: Name of the individual responsible for completing the report.

PHONE NUMBER: Contact information for agency and the individual completing the report.

NUMBER OF NEW CLIENTS SERVED THIS MONTH: For the month of July all individual who were serviced are counted as new beneficiaries. From August through June only the new individuals, those not served during the month of July are documented. The July, because it's a new fiscal year, count all individuals who are served during the month. Continue the process from August through June.

MALE, FEMALE: The gender of the individual being served.

FEMALE HEAD OF HOUSEHOLD: Number of households headed by females.

RACE AND ETHNICITY: Choose the appropriate race and ethnicity.

ELDERLY: Individuals over the age of 60.

DISABLED: Individuals that are physically disabled. Do not count substance abuse under this category.

SMALL FAMILY (1-5), LARGE FAMILY: Household size of the individual being served.

INCOME: All individuals served through HUD funds should meet income eligibility. HUD income guidelines are published each and are available through the CIP office. These income guidelines should be attached with each beneficiary report submitted to the CIP office.

CENSUS TRACT TOTALS: Census tract within the City of Manchester where the individual is located. Census tract maps are available through the CIP office. Census tracts can also be found through www.census.gov. Click on the American Fact Finder, at the top left corner click on 'enter street address'. Type the address and required information, click go. The page will display the census tract result for that specific address.

SUMMARY OF BENEFICIARIES REPORT
FY 2024 – CDBG Public Services (Low and Moderate-Income Clientele - LMC)

AGENCY NAME: ____

PROJECT NUMBER: __________________ REPORTING MONTH: _________________

PREPARED BY: _______________________ PHONE NUMBER: ___________________

NUMBER OF NEW (UNDUPLICATED) CLIENTS SERVED THIS MONTH __________

MALE ____________ FEMALE ____________

FEMALE HEAD OF HOUSEHOLD ____________

	#TOTAL		#HISPANIC
WHITE	________	and	________
BLACK /AFRICAN AMERICAN	________	and	________
ASIAN	________	and	________
AMERICAN INDIAN / ALASKAN NATIVE	________	and	________
NATIVE HAWAIIAN / OTHER PACIFIC ISLANDER	________	and	________
AMERICAN INDIAN/ ALASKAN NATIVE & WHITE	________	and	________
ASIAN AND WHITE	________	and	________
BLACK/AFRICAN AMERICAN & WHITE	________	and	________
AM. INDIAN / ALASKAN NAT. & BLACK / AFRICAN AM.	________	and	________

OTHER MULTI-RACIAL ________ and ________

ELDERLY (≥62 Y.O.)	______________	EXTREMELY LOW INCOME	______________
DISABLED	______________	VERY LOW INCOME	______________
SMALL FAMILY (1-5)	______________	LOW/MODERATE INCOME	______________
LARGE FAMILY (≥6)	______________	> 80% MEDIAN INCOME	______________

MEMORANDUM of UNDERSTANDING
REGARDING STAFFING SERVICES for
OVERNIGHT RESIDENTIAL SHELTER
AND DAYTIME ENGAGEMENT CENTER

In anticipation of the exchange of the mutual promises to be contained in an Agreement by and between the City of Manchester ("City) and East Coast Evolution Leadership, LLC, ("Vendor"), (hereinafter collectively referred to as, "the Parties"), the Parties agree, as follows:

1. TERM OF AGREEMENT:

An Agreement will be entered by the Parties with an effective date of September 1, 2023 through June 30, 2024, so long as sufficient funds are appropriated by the City.

In the event that either Party wishes to terminate this Agreement prior to June 30, 2024, that Party will be required to provide 30 days' written notice to the other Party.

If an Agreement is not entered by the Parties on or before September 1, 2023, the MOU shall be null and void.

2. OVERVIEW OF SERVICES TO BE PROVIDED BY VENDOR:

The City hereby agrees to engage the Vendor to provide staffing services (hereinafter, "the Staffing Services"), in connection with an overnight residential shelter and daytime engagement center, leased and maintained by the City and located at 39 Beech Street, Manchester, New Hampshire 03301, (hereinafter, "the Facility"). The Vendor is responsible for hiring qualified and properly-screened staff for the Facility, which operates under the direction of the City's Director of Homelessness Services, and insuring that the Facility is fully staffed at all times during which the Facility is operational.

In providing the Staffing Services, the Vendor promises to exercise its best efforts to adhere to the following standards and objectives, as well as any that may be further specified by the City during the term of the Agreement:

Programming methodology that includes a low-barrier emergency shelter approach prioritizing the adult street homeless population and employing harm reduction.

A. Quantity and quality of services to be provided that demonstrate best practices including trauma-informed and person-centered care.

B. Commitment to hiring those with lived experience of homelessness and/or substance use when possible and providing considerate support and training.

C. Maintenance of positive relationships and connections to service vendors, community, and volunteer/donation base in collaboration and transparency with client.

D. Collaboration with the community service providers within the Homelessness Continuum of Care and as requested by the Director of Homelessness Initiatives for the City of Manchester.

E. Creation of productive and goal oriented culture including increasing stability in the areas of guests' income, behavioral health, and housing by way of service connections in the community.

F. Commitment to data driven practices including HMIS (Homeless Management of Information System) participation and documentation of activities and expected outcomes required by Director of Homelessness.

G. Compliance with weekly communications, requests, and reporting from Director of Homelessness Initiatives as needed.

3. EAST COAST EVOLUTION LEADERSHIP, LLC IS THE EMPLOYER:

Vendor agrees that it is the employer and that the persons working at the Facility are employees of East Coast Evolution Leadership, LLC and not of the City. As such, the Vendor is solely responsible for all wages, benefits and other compensation, and all applicable withholdings and payments, including but not limited to required taxes, withholdings, workers' compensation insurance, and unemployment tax payments. Vendor will designate staff, coordinate schedules, and maintains the sole authority to manage wage increases, bonuses, disciplinary action, and any other activity pertaining to the staffing of the Facility.

4. VENDOR IS AN INDEPENDENT CONTRACTOR:

In providing the Services under the Agreement it is expressly agreed that the Vendor is acting as an independent contractor and not as an employee. The Vendor and the City acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Vendor agrees that the City bears no tax, fee or penalty liability under this Agreement, and the City is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit in connection with the Vendor or with this Agreement. The Vendor is solely responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Vendor under this Agreement.

5. COMPENSATION:

No payment or compensation is due from the City to the Vendor on or account of services rendered by East Coast Evolution Leadership, LLC-until this document is signed by vendor. First month's payment shall be made upon signing.

The Contractor will charge the Client for the Services at the rate of no more than $70,833.33 per month (the "Compensation").

The Contractor will invoice the Client every month no later than the fifth (5th) day of the following month.

Invoices submitted by the Contractor to the Client are due within ten (10) days of receipt.

In the event that this Agreement is terminated by the City prior to completion of the Services but where the Services have been partially performed and have not been paid for by the City, the Vendor will be entitled to payment for services rendered up to the date of termination provided that there has been no breach of contract on the part of the Vendor.

6. REIMBURSEMENT OF EXPENSES:

All expenses shall be incurred in compliance with Attachment E to the Agreement and must be pre-approved by the Director of Homelessness Initiatives.

The Vendor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Vendor in connection with providing the Services.

7. INSURANCE AND INDEMNIFICATION:

See Attachment C.

8. CONFIDENTIALITY:

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the City which would reasonably be considered to be proprietary to the City including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the City and where the release of that Confidential Information could reasonably be expected to cause harm to the City.

The Vendor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

The Vendor agrees that it will adhere to all state and federal laws protecting confidential, health care and personally-identifiable information, including but not limited to HIPAA.

9. OWNERSHIP OF INTELLECTUAL PROPERTY:

All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Vendor. The City is granted a non exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Vendor.

10. RETURN OF PROPERTY:

Upon the expiration or termination of this Agreement, the Vendor will return to the City any property, documentation, records, or Confidential Information which is the property of the City.

11. AUTONOMY:

Except as otherwise provided in this Agreement, the Vendor will have full control over all staffing decisions made under this Agreement, including but not limited to working time, methods, and decision–making, but will be responsive to the reasonable needs and concerns of the City.

12. EQUIPMENT:

Except as otherwise provided in this Agreement, the Vendor will provide at its sole expense, any and all tools, machinery, equipment, raw materials, supplies, work wear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

13. REPORTING AND AUDITING:

The Vendor will adhere to Attachment F, Reporting and Auditing Requirements, in the performance of this agreement.

14. NON-SOLICITATION:

Non-Solicitation. During the period commencing on the Effective Date and ending one year following the Termination Date, the City of Manchester shall not, without the East Coast Evolution Leadership's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of East Coast Evolution Leadership, LLC or its Affiliates; or (ii) hire, on behalf of the City of Manchester or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with East Coast Evolution Leadership, LLC or its Affiliates. During the period commencing on the date hereof through and ending one year following the Termination Date, the City of Manchester will not, whether for its own account or for the account of any other Person, intentionally interfere with the relationship of East Coast Evolution Leadership , LLCor its Affiliates with, or endeavor to entice away from the East Coast Evolution Leadership, LLC or its Affiliates, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venturer or other customer of the East Coast Evolution Leadership, LLC or its Affiliates.

15. MODIFICATION OF AGREEMENT:

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

16. ASSIGNMENT:

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

17. GOVERNING LAW:

To the extent permitted by applicable federal law, this Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire.

18. SEVERABILITY:

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. WAIVER:

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

20. OBLIGATIONS OF THE CITY:

The City's Director of Homelessness Initiatives will oversee the program on behalf of the City, providing programmatic guidance and final approval on for the Facility, including but not limited to the range of services available at the Facility, hours of operation, safety protocols, resources available on site, guest rules and expectations, admission and participation eligibility requirements, site capacity, neighborhood/partner relationships and collaboration. The vendor shall have final say over safety and training protocols for staff The Director of Homelessness Initiatives shall be responsible for program data reporting, measuring outcomes, collaboration with City partners, and monitoring program activities, and will be exclusively responsible for reporting and advising the Board of Mayor and Aldermen regarding the Agreement.

21. NOTICES:

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- The City of Manchester
  1 City Hall Plaza
  Manchester, NH 03101

- East Coast Evolution Leadership

  190 Elm St.
  Manchester, NH 03101

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 2nd day of August, 2023.

The City of Manchester
Per:

(Seal) Officer's Name: Ryan J Cashin

East Coast Evolution Leadership
Per:

(Seal) Officer's Name: Jonathan M. King