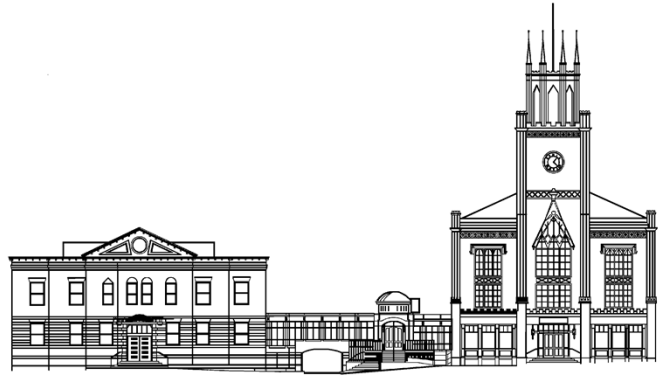




COMMITTEE ON COMMUNITY IMPROVEMENT

November 15, 2021 at 5:00 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Cavanaugh, O'Neil, A. Sapienza, Roy, E. Sapienza

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$313,017 for CIP 211522 Public Health Preparedness.
Gentlemen, what is your pleasure?
2. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$260,000 for CIP 212522 Health Center Infrastructure Support-ARPA.
Gentlemen, what is your pleasure?
3. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$8,000 for CIP 212622 I Care NH.
Gentlemen, what is your pleasure?
4. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$450,000 for CIP 212722 STD Workforce Development.
Gentlemen, what is your pleasure?
5. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$211,331 for CIP 411522 Justice Assistance Grant.
Gentlemen, what is your pleasure?

6. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$93,000 for CIP 411622 STOP Violence Against Women.
Gentlemen, what is your pleasure?
7. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$100,000 for CIP 411722 NIBRS Crime Statistics Software.
Gentlemen, what is your pleasure?
8. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$24,530 for CIP 411822 2019 Hazmat Grant.
Gentlemen, what is your pleasure?
9. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$378,711 for CIP 411922 2021 Homeland Security Grant.
Gentlemen, what is your pleasure?
10. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$30,000 for CIP 412022 Domestic Violence Prosecutor.
Gentlemen, what is your pleasure?
11. Amending resolution and budget authorization providing for the acceptance and expenditure of funds in the amount of \$10,000 for CIP 811622 Document Preservation Project.
Gentlemen, what is your pleasure?
12. Communication from Andre Parent, Fire Chief, requesting a budget authorization line item adjustment for CIP 410422 ARPA-Emergency Management Coordinator.
Gentlemen, what is your pleasure?
13. Amending resolution and budget authorizations providing for the acceptance and expenditure of funds in the amount of \$617,000 and the extension of the following projects through 12/31/2023:
 - 211322 Immunization Grant
 - 211422 Lead Poisoning
 - 211722 STD/HIV Prevention
 - 211822 TB Prevention
 - 212822 COVID-19 Immunization**Gentlemen, what is your pleasure?**

14. Amending resolution and budget authorizations providing for the transfer and expenditure of funds in the amount of \$214,992.53 for CIP 611022 1269 Cafe - 456 Union Street Fire Escape Renovation.
Gentlemen, what is your pleasure?
15. Bond resolution providing for the acceptance and expenditure of funds in the amount of \$124,161 for CIP 411022, Assistance to Firefighter's Grant-SCBA.
Gentlemen, what is your pleasure?
16. Communication from Leon LaFreniere, Planning & Community Development Director, requesting approval to commit HOME funds as follows:
 - \$450,000 for CIP 610822 MHRA-Kelley Falls New Development (Phase I)
 - \$1,500,000 for CIP 610922 NeighborWorks Southern NH - Renew II
 - \$361,256 for CIP 611921 Waypoint 298 Hanover Street Renovation Project**Gentlemen, what is your pleasure?**
17. Communication from Jonathan Hopkins, Central Fleet Services Director, requesting authorization to issue an RFP and enter into a contract to purchase a Fire Department Engine before the start of the 2022/2023 fiscal year.
Gentlemen, what is your pleasure?
18. Communication from the property owners of 21 Moody Street requesting subordination of a City lien in the amount of \$15,000.
Gentlemen, what is your pleasure?
19. Communication from the property owner of 385-387 Belmont Street requesting subordination of a City lien in the amount of \$70,870.
Gentlemen, what is your pleasure?
20. Communication from Kristen Clarke, Traffic Engineer, requesting authorization for the Public Works Director to execute the Municipal and Project agreements with the State of NH and the Derryfield School for the construction of a roundabout at the intersection of River Road and Bicentennial Drive/Derryfield driveway.
Gentlemen, what is your pleasure?
21. Communication from the Planning & Community Development Director requesting authorization to execute a contract in the amount of \$75,300 to cover the demolition cost for the structure at 298-302 Front Street.
Gentlemen, what is your pleasure?

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

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Chief Operations Officer

Jaime L. Hoebeke, MPH, MCHES
Chief Strategy Officer



BOARD OF HEALTH

Reverend Richard D. Clegg
Stephanie P. Hewitt, MSN, FNP-BC
Ellen Tourigny, MEd
Tanya A. Tupick, DO

CITY OF MANCHESTER
Health Department

To: Alderman Kevin Cavanaugh, Chairman, CIP Committee

From: Philip J. Alexakos, MPH, REHS,
Chief Operations Officer, Manchester Health Department

Date: November 3, 2021

RE: Manchester Health Department- Contract for the Provision of Regional Public Health Network Services (July 1, 2021- June 30, 2022)-Amendment #9; *Adjusted Amount to Include Additional COVID-19 funding*

I am writing to request an adjustment to our ***CIP request 211522, Provision of Regional Public Health Services to include an additional \$313,017 for the remainder of FY 22.***

As you know, we continue to battle COVID-19 pandemic. On Tuesday, November 2, (hence the late notice), the NH Department of Health and Human Services notified us that they would be able to provide the Department with additional funding to support our work to provide education and vaccination services to our most vulnerable and at-risk citizens. We had hoped to have received additional support and much sooner, but due to issues with the acceptance of the federal funding that was originally earmarked for this purpose, this resulted in a delay.

The new funding has been allocated as follows:

American Recovery and Prosperity Act, DHHS Fiscal Recovery Funds: in the amount of \$198,707. These funds will be used to support the staffing and logistics for off-site COVID-19 booster and pediatric dose clinics in the Region.

Public Health Covid-19 Health Disparities Funds: in the amount of \$105,000. These funds will be used to support vaccine education and outreach as well as coordination of other recovery actions.

Public Health Emergency Preparedness: in the amount of \$9310. This money will be used to support ongoing emergency operations associated with the pandemic.

We are ready to initiate these services as soon as the Executive Council and Board of Mayor and Aldermen approve this amendment.

We respectfully request that the Committee and Board approve the receipt of the additional funding. Thank you for your consideration and I welcome the opportunity to answer any question that you may have.

CIP BUDGET AUTHORIZATION

CIP#: 211522 Project Year: 2022 CIP Resolution: 6/8/2021
 Title: Public Health Preparedness Amending Resolution: 12/7/2021
 Administering Department: Health Dept Revision: #2

Project Description: This federally funded program supports the bioterrorism and public health preparedness work of the Health Department as well as the expansion of public health services offered by the Health Department to include substance misuse prevention*. Through this program, improved disease surveillance and communicable disease control activities will be conducted to improve the health of Manchester residents and other communities in the Gr. Manchester Public Health Region.*subcontract with Makin It Happen

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

Critical Events

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

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$391,609.49	\$0.00	\$0.00	\$391,609.49
Fringes	\$149,192.00	\$0.00	\$0.00	\$149,192.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Overhead	\$9,390.51	\$0.00	\$0.00	\$9,390.51
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$261,893.00	\$0.00	\$0.00	\$261,893.00
TOTAL	\$847,085.00	\$0.00	\$0.00	\$847,085.00

Revisions: Revision #1 - Budget decreased \$267,000 (from \$801,068 to \$534,068) due to the State grant amount being lower than anticipated.
 Revision #2-Budget increased \$313,017 (from \$534,068 to \$847,085) to support COVID-19 booster & pediatric clinics, vaccine education & outreach, and ongoing emergency operation associated with the pandemic.

Comments: Funds received from the State of New Hampshire Department of Health and Human Services.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2021 Community Improvement Program, authorizing and increasing funds in the amount of Three Hundred Thirteen Thousand Seventeen Dollars (\$313,017) for the FY 2022 CIP 211522 Public Health Preparedness.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to increase funding from the New Hampshire Department of Health and Human Services for Public Health Preparedness ;

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

By increasing:

FY 2022 CIP 211522 Public Health Preparedness - \$313,017 STATE;

Resolved, that this Resolution shall take effect upon its passage

CERTIFICATE OF AUTHORITY

I, _____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of _____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _____, 20____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That _____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of _____ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: _____

Signature of Elected Officer

Name:

Title:

**State of New Hampshire
Department of Health and Human Services
Amendment #9**

This Amendment to the Regional Public Health Network Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and City of Manchester ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #78E), as amended on February 5, 2020 (Item #7), as amended on May 6, 2020 (Item #47), as amended with Governor approval on July 10, 2020 and presented to the Executive Council as an Informational Item on August 26, 2020 (Informational Item #L), as amended with Governor approval on November 17, 2020 and presented to the Executive Council as an Informational Item on December 18, 2020 (Informational Item #B), as amended with Governor and Executive Council approval on December 18, 2020 (Item #10), as amended with Governor approval on December 17, 2020 and presented to the Executive Council as an Informational Item on April 7, 2021 (Informational Item #M), as amended with Governor approval on January 29, 2021 and presented to the Executive Council as an Informational Item on May 19, 2021 (Informational Item #N) and as amended with Governor and Executive Council approval on June 30, 2021 (Item #53), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,334,470
2. Modify Exhibit A-1, Additional Scope of Services – COVID-19 Response, by replacing in its entirety with Exhibit A-1, Amendment #9, Additional Scope of Services – COVID-19 Response, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit B - Amendment #1, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B, Amendment #9, Method and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B-1, Program Funding, Amendment #8 by replacing it in its entirety with Exhibit B-1, Amendment #9, Program Funding, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date

Name:
Title:

City of Manchester

Date

Name: Joyce Craig
Title: Mayor

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Additional Scope of Services - COVID-19 Response

1. COVID-19 Response

1.1. Emergency Operations

1.1.1. The Contractor shall enact emergency operations across the Regional Public Health Network for COVID-19 efforts by:

- 1.1.1.1. Activating the regions Multi-Agency Coordination Entity (MACE) at a level appropriate to meet the needs of the response.
- 1.1.1.2. Staffing the MACE with the numbers and skills necessary to support the response and ensure worker safety.
- 1.1.1.3. Assessing the region's public health and healthcare system training needs.
- 1.1.1.4. Providing training designed to improve the region's public health and healthcare system response.
- 1.1.1.5. Ensuring plans and region's response actions incorporate the latest DPHS guidance and direction.

1.2. Responder Safety and Health

1.2.1. The Contractor shall ensure the health and safety of the public health response workforce in the Regional Public Health Network, including but not limited to:

- 1.2.1.1. Implementing staff resiliency programs, information, and referrals to responder mental health support.
- 1.2.1.2. Determining responder safety and health gaps and implementing corrective actions.
- 1.2.1.3. Documenting and tracking the Regional Public Health Network's personal protective equipment inventory.

1.3. Identification of Vulnerable Populations

- 1.3.1. The Contractor shall identify and implement mitigation strategies for populations at risk for morbidity, mortality, and other adverse outcomes.
- 1.3.2. The Contractor shall coordinate with governmental and nongovernmental programs that can be leveraged to provide health and human services and disseminate information to connect the public with available services.



1.4. Information Sharing and Public Information

1.4.1. The Contractor shall ensure information regarding the COVID-19 efforts are provided to the public, including, but not limited to:

1.4.1.1. Disseminating information, alerts, warnings, and notifications regarding risks and self-protective measures to the public, particularly with at-risk and vulnerable populations and public health responders.

1.4.1.2. Monitoring local news stories and social media postings to determine if information is accurate, identify messaging gaps, and coordinate with DHHS to adjust communications as needed.

1.4.1.3. Coordinating communication messages, products, and programs with DHHS, key partners and stakeholders to harmonize response messaging.

1.5. Distribution and Use of Medical Materials

1.5.1. The Contractor shall ensure capacity for a mass vaccination campaign, including:

1.5.1.1. Maintaining ability for vaccine-specific cold chain management.

1.5.1.2. Coordinating targeted and mass vaccination clinics for emergency response.

1.5.1.3. Rapidly identifying high-risk persons requiring vaccine.

1.5.1.4. Planning to prioritize limited medical countermeasures (MCM) based on guidance from the CDC and the Department.

1.5.1.5. Ensuring capacity for distribution of MCM and supplies.

1.5.1.6. Coordinating with the Department to create agreements with health care entities, as identified by the Department, to coordinate distribution and tracking of vaccinations.

1.5.2. The Contractor shall plan and conduct mobile and other clinics to provide vaccinations against SARS-CoV-2 as directed by the Department and in accordance with all policies and procedures put forth by the Department.

1.5.3. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to utilize the Centers for Disease Control's electronic Vaccine Administration Management System (VAMS) or the Department's New Hampshire Immunization Information System (NHIS) to input vaccine data. The loaned assets are outlined in Exhibit A-2 Asset Inventory, which is



attached hereto and incorporated by reference herein. The Contractor agrees to the following terms regarding the use of loaned assets:

- 1.5.3.1. Assets to be Used by User: Subject to the terms and conditions of this Agreement, the Department agrees to provide to User with some or all of the Assets listed on Exhibit A-2, which is attached hereto and incorporated by reference herein. This is a non-transferable right for the User to use the Assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An Asset inventory reflecting the deployed Assets selected from Exhibit A-2 will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.
- 1.5.3.2. The Contractor agrees to use and operate the assets only in conjunction with the business use stated herein for administration of the COVID-19 vaccine, unless otherwise agreed upon by mutual written consent.
- 1.5.3.3. The Contractor acknowledges the assets will be provided with Windows 10 Professional (OEM version) and Microsoft Office software and it is the responsibility of the Contractor to purchase, install and maintain all additional software required. In accordance with Exhibit K (Information Security Requirements), the Contractor further acknowledges responsibility for maintaining security standards including but not limited to antivirus software, patching and software updates.
- 1.5.3.4. The Contractor acknowledges the Department's Security Office and NH DoIT will not provide technical assistance or IT support in association with the use of the assets; however, VAMS and NHIIS User Support will be provided by the Department's Immunization Program.
- 1.5.3.5. The Contractor understands and agrees that the Department retains ownership of the loaned assets and will return them to the Department in good working condition when no longer needed for COVID-19 vaccine administration or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.



1.5.3.6. Prior to returning laptop, iPads, and/or other mobile or storage devices listed in Exhibit A-2 to the Department, the Contractor agrees to sanitize all data from said devices. The User agrees to cleanse all data using the Purge technique unless Purge cannot be applied due to the firmware involved. For National Institute of Standards and Technology (NIST) Media Sanitization Guides refer to the NIST Special Publication 800-88 Rev.1, or later for guidelines at <https://csrc.nist.gov/publications/sp800>.

1.6. Surge Staffing

1.6.1. The Contractor shall activate mechanisms for surging public health responder staff.

1.6.2. The Contractor shall recruit, enroll, activate, train and deploy volunteers, including but not limited to:

1.6.2.1. Medical Reserve Corps (MRC).

1.6.2.2. Citizens Emergency Response Teams (CERT).

1.7. Public Health Coordination with Healthcare Systems

1.7.1. The Contractor shall coordinate with the Granite State Healthcare Coalition, its member agencies, and other health care organizations, emergency management, and other relevant partners and stakeholders to assess the public health and medical surge needs of the community.

1.7.2. The Contractor shall participate in the activation of Alternative Care Sites as requested by the sponsoring hospital(s).

1.8. Biosurveillance

1.8.1. The Contractor shall conduct surveillance and case identification including, but not limited to:

1.8.1.1. Public health epidemiological investigation activities such as contact follow-up.

1.8.1.2. Assess risk of travelers and other persons with potential COVID-19 exposures.

1.8.1.3. Enhance surveillance systems to provide case-based and aggregate epidemiological data.

1.8.1.4. Ensure data management systems are in place and meet the needs of the jurisdiction.



- 1.8.1.5. Ensure efficient and timely data collection.
- 1.8.1.6. Ensure ability to rapidly exchange data with public health partners and other relevant partners.
- 1.9. Adult Influenza Vaccinations
 - 1.9.1. The Contractor shall coordinate with local community-based agencies for the administration of influenza vaccines supplied by the New Hampshire Immunization Program (NHIP) to adults (eighteen (18) years or older). The Contractor shall:
 - 1.9.1.1. Provide a Medical/Clinical Director to provide medical oversight, standing orders, emergency interventions/protocols and clinical expertise. The Contract shall ensure the Medical/Clinical Director is:
 - 1.9.1.1.1. Able to prescribe medication in the State of New Hampshire.
 - 1.9.1.1.2. Either a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), or Advanced Practice Registered Nurse (APRN).
 - 1.9.1.2. Make copies of standing orders and emergency interventions/protocols available at all clinics.
 - 1.9.1.3. Recruit, train, and retain qualified medical and non-medical volunteers to help operate the clinics.
 - 1.9.1.4. Procure necessary supplies to conduct vaccine clinics, including, but not limited to, emergency management medications, equipment, and needles.
 - 1.9.2. The Contractor shall ensure proper vaccine storage, handling and management. The Contractor shall:
 - 1.9.2.1. Annually submit a signed Vaccine Management Agreement to NHIP to ensure that all listed requirements are met.
 - 1.9.2.2. Ensure vaccine is stored at the manufacturer's recommended temperatures the entire time the vaccine is in the Contractor's custody.
 - 1.9.2.3. Record temperatures twice daily (AM and PM), during normal business hours, for the primary refrigerator and hourly when the vaccine is stored outside of the primary refrigerator unit.



- 1.9.2.4. Ensure that an emergency backup plan is in place in case of primary refrigerator failure.
- 1.9.2.5. Utilize a temperature data logger for all vaccine monitoring, including primary refrigerator storage as well as the entire duration vaccine is outside of the primary refrigeration unit.
- 1.9.2.6. Submit a monthly temperature log to the NHIP for the primary refrigerator storage.
- 1.9.2.7. Track each vaccine dose provide by NHIP.
- 1.9.2.8. Notify NHIP of any adverse event within 24 hours of the event occurring by contacting the NHIP Nursing help line and faxing incident forms, if this occurs:
 - 1.9.2.8.1. Immediately quarantine the vaccine in a temperature appropriate setting, separating it from other vaccine and labeling it "DO NOT USE".
 - 1.9.2.8.2. Contact the manufacturer immediately to explain the event duration and temperature information to determine if the vaccine is still viable.
 - 1.9.2.8.3. Notify NHIP immediately after contacting the manufacturer regarding any temperature excursion.
 - 1.9.2.8.4. Submit a Cold Chain Incident Report along with a Data Logger report to NHIP within 24 hours of temperature excursion occurrence.
- 1.9.3. Within 24 hours of the completion of every clinic:
 - 1.9.3.1. Update the State Vaccination system with total number of vaccines administered and wasted during each mobile clinic.
 - 1.9.3.2. Ensure that doses administered in the inventory system match the clinical documentation of doses administered.
 - 1.9.3.3. Submit the hourly vaccine temperature log for the duration the vaccine is kept outside of the contractor's established vaccine refrigerator.
 - 1.9.3.4. Submit the following totals to NHIP outside of the vaccine ordering system:
 - 1.9.3.4.1. Total number of adults vaccinated by age ranges and other demographic indicators as determined by the Department.
 - 1.9.3.4.2. Total number of vaccines wasted.



- 1.9.4. The Contractor, in coordination with participating agencies, shall complete an annual year-end self-evaluation and improvement plan that includes, but is not limited to, the following:
 - 1.9.4.1. Strategies that worked well in the areas of communication, logistics, or planning.
 - 1.9.4.2. Areas for improvement both at the state and regional levels, emphasizing strategies for implementing improvements.
 - 1.9.4.3. Future strategies and plans for increasing the number of vaccinated adults.
 - 1.9.4.4. Suggestions on how state level resources may aid increasing the number of vaccinated adults.
- 1.9.5. The Contractor shall, when medical direction is unable to be obtained, develop and submit a regional influenza promotion plan, including a budget and strategies to measure the impact of the promotional activities for their region, to the Department for approval.
- 1.9.6. The Contractor shall document and submit the actions taken to recruit a Medical/Clinical Director.

2. COVID-19 Vaccinations

- 2.1. The Contractor shall reduce access barriers to the COVID-19 vaccination for vulnerable populations (or “target populations”), including, but not limited to:
 - 2.1.1. Racial minority populations.
 - 2.1.2. Ethnic minority populations.
 - 2.1.3. Individuals experiencing homelessness.
 - 2.1.4. Individuals experiencing housing instability.
 - 2.1.5. Rural communities.
- 2.2. The Contractor shall:
 - 2.2.1. Operationalize COVID-19 vaccine clinics for the target populations to increase equitable distribution of COVID-19 vaccination. The Contractor shall operationalize COVID-19 vaccine clinics by utilizing strategies that include, but are not limited to:
 - 2.2.1.1. Vaccine strike teams.
 - 2.2.1.2. Mobile vaccine clinics.
 - 2.2.1.3. Satellite clinics.
 - 2.2.1.4. Temporary clinics.



- 2.2.1.5. Travel to off-site clinics to provide vaccination services in non-traditional settings, including in-home vaccination to homebound patients where other mechanisms for in-home vaccination are not available.
- 2.2.1.6. Other vaccine sites, as approved by the Department.
- 2.2.2. Ensure vaccine sites are located at a variety of settings, including, but not limited to, schools, healthcare facilities, and community-based sites.
- 2.2.3. Ensure hours of operation at vaccine sites are maintained and/or adjusted as required to meet the needs of the target population.
- 2.3. The Contractor shall develop and implement engagement strategies to promote the COVID-19 vaccination and increase vaccine confidence through education, outreach and partnerships in the target populations. The Contractor shall:
 - 2.3.1. Identify community liaison collaborators to increase the knowledge of COVID-19 vaccinations among the target populations. Community liaison collaborators shall include, but are not limited to:
 - 2.3.1.1. Federally Qualified Health Centers
 - 2.3.1.2. Community Mental Health Centers.
 - 2.3.1.3. Community-based Organizations.
 - 2.3.1.4. City Health Departments.
 - 2.3.1.5. Faith-based Organizations.
 - 2.3.1.6. Local barbers and hairdressers.
 - 2.3.1.7. Community Colleges.
 - 2.3.1.8. Schools.
 - 2.3.2. Conduct outreach to populations, including, but not limited to, those who:
 - 2.3.2.1. Experience disproportionately high rates of COVID-19 and related deaths.
 - 2.3.2.2. Have high rates of underlying health conditions that place them at greater risk for severe COVID-19 as determined by the Centers for Disease Control and Prevention.
 - 2.3.2.3. Are likely to experience barriers to accessing COVID-19 vaccination services, such as geographical barriers, transportation barriers, and health system barriers.
 - 2.3.2.4. Are likely to have low acceptance of or confidence in COVID-19 vaccines.
 - 2.3.2.5. Have a history of mistrust in health authorities or the medical establishment.



- 2.3.2.6. Are not well-known to health authorities or have not traditionally been the focus of immunization programs.
- 2.3.3. Reduce barriers to receipt of vaccination services, including, but not limited to, providing translation services for individuals who need assistance with Vaccination and Immunization Network Interface (VINI) or other State immunization registry systems.
- 2.3.4. Conduct outreach to assess individuals' readiness to receive a vaccination.
- 2.3.5. Have a medical professional available to provide counseling to individuals experiencing vaccine hesitancy.
- 2.3.6. Increase COVID-19 vaccine confidence among the populations listed above by developing and distributing messaging in multiple languages on any printed, audio, video, social media and/or other mediums used.
- 2.3.7. Participate in meetings with the Department, as requested by the Department.
- 2.3.8. Attend New Hampshire Immunization Program (NHIP) trainings.
- 2.3.9. Attend NH Public Health Association and other stakeholder immunization meetings/conferences.
- 2.3.10. Share information with the target populations regarding Department and other health organizations training and technical assistance opportunities.
- 2.4. The Contractor shall procure resources, equipment and/or supplies as needed to establish and operate vaccine clinics, which shall include, but not be limited to:
 - 2.4.1. Coordinating, operating, and managing clinics.
 - 2.4.2. Procuring sites and/or equipment necessary for establishing and hosting vaccine clinics, which may include, but are not limited to:
 - 2.4.2.1. Property leases.
 - 2.4.2.2. Mobile trailer rentals.
 - 2.4.2.3. Generator rentals.
 - 2.4.2.4. Table and chair rentals.
 - 2.4.2.5. Appropriate refrigerators and freezers, as provided by the Department.
 - 2.4.2.6. Data loggers, as provided by the Department.
 - 2.4.3. Procuring communication devices and services, which may include, but are not limited to:
 - 2.4.3.1. Two-way radios.
 - 2.4.3.2. Cell phones.
 - 2.4.3.3. Wi-Fi.
 - 2.4.3.4. Computers.
 - 2.4.4. Procuring disposable supplies, which may include, but are not limited to:



- 2.4.4.1. Generator fuel.
- 2.4.4.2. Propane.
- 2.4.4.3. Oil.
- 2.4.4.4. Batteries.
- 2.4.5. Procuring clinical supplies, which may include, but are not limited to:
 - 2.4.5.1. Syringes.
 - 2.4.5.2. Needles
 - 2.4.5.3. Alcohol wipes.
 - 2.4.5.4. Band aids.
 - 2.4.5.5. Stickers.
- 2.4.6. Procuring other necessary supplies and equipment per COVID-19 Vaccine Provider Agreement.
- 2.4.7. Ensuring proper vaccine storage, handling, administration and documentation in accordance with state and federal guidelines.
- 2.4.8. Recruiting, training and scheduling vaccine clinic staff at a rate of no more than \$65 per hour per vaccine staff member, unless otherwise approved by the Department, to provide services which include, but are not limited to:
 - 2.4.8.1. Administering vaccines.
 - 2.4.8.2. Participating in training, as requested.
 - 2.4.8.3. Supporting the planning and operations of conducting mobile and other COVID-19 vaccine clinics.
- 2.4.9. Providing vaccine clinic staff and volunteers with water, snacks, and/or meals while performing vaccine administration work. All food, drinks, and meals will be provided to staff on site and may include individually packaged meals in lieu of buffet or family style options, given that operations are occurring in a pandemic environment.
- 2.4.10. Reimbursing mileage costs for vaccine clinic staff, Contractor staff and clinic volunteers at the IRS mileage reimbursement rate for travel to and from vaccine clinics.

3. Community Health Worker

- 3.1. The Contractor shall provide a Community Health Workers (CHW) to support culturally and linguistically appropriate COVID-19 and other social determinants of health related services.
- 3.2. The Contractor shall submit CHW-related documentation to the Department within thirty (30) days of Agreement effective date, which shall include, but is not limited to:
 - 3.2.1. Staff recruitment plan.



- 3.2.2. Training procedures.
- 3.2.3. Onboarding plan.
- 3.3. The Contractor shall ensure the CHW provides COVID-19 support services, including, but not limited to:
 - 3.3.1. Connecting community members to culturally and linguistically competent COVID-19 testing in hyper-local community testing sites.
 - 3.3.2. Assisting with contact tracing, when required.
 - 3.3.3. Cultural mediation among individuals, communities, and health and social service systems.
 - 3.3.4. Culturally appropriate health education and information.
 - 3.3.5. Care coordination, case management, and system navigation.
 - 3.3.6. Coaching and social support by advocating for individuals and communities.
 - 3.3.7. Direct services to clients with COVID-19 and their family members affected by COVID-19, which include, but are not limited to facilitating:
 - 3.3.7.1. Access to COVID-19 test within five (5) days of encounter between the CHW and the client.
 - 3.3.7.2. Access to the influenza vaccine within fourteen (14) days of encounter between the CHW and the client.
 - 3.3.7.3. Access to the COVID-19 vaccine within fourteen (14) days of encounter.
 - 3.3.8. Accommodating communication access needs of individuals served through use of qualified interpreters and translated materials.
 - 3.3.9. Providing and distributing educational information about COVID vaccinations and general Department guidance for individual mitigation.
- 3.4. The Contractor shall ensure the CHW provides social determinants of health related services, which include, but are not limited to:
 - 3.4.1. Creating connections between vulnerable populations and healthcare providers by providing the following services to vulnerable populations, which include, but are not limited to:
 - 3.4.1.1. Providing appropriate care coordination, case management and connections to patient and family identified community and social services and referrals.
 - 3.4.1.2. Assisting with maintaining and/or applying for social services within their community.
 - 3.4.1.3. Identifying and helping to mitigate barriers in health care access such as transportation, language, and childcare.



- 3.4.1.4. Assisting vulnerable populations with navigating the healthcare system.
- 3.4.1.5. Determining eligibility and enrolling vulnerable populations in health insurance plans.
- 3.4.1.6. Providing culturally appropriate health education on topics related to COVID, chronic disease prevention, physical activity, and nutrition.
- 3.4.1.7. Providing informal counseling, health screenings, and referrals.
- 3.4.1.8. Connecting clients with community-based agencies through closed loop and/or warm hand-off referrals for supports that include, but are not limited to:
 - 3.4.1.8.1. Food insecurity supports.
 - 3.4.1.8.2. Mental health supports.
 - 3.4.1.8.3. Health care referrals.
 - 3.4.1.8.4. Substance use disorder supports.
 - 3.4.1.8.5. Educational supports and services.
 - 3.4.1.8.6. Financial literacy.
 - 3.4.1.8.7. Budgeting supports.
 - 3.4.1.8.8. COVID-19 testing, vaccination, and/or immunization resources.
 - 3.4.1.8.9. Social Isolation supports.
- 3.4.2. Increasing cultural competence among healthcare providers serving vulnerable populations by providing services that include, but are not limited to:
 - 3.4.2.1. Educating healthcare providers and stakeholders about community health needs.
 - 3.4.2.2. Managing care and care transitions for vulnerable populations.
 - 3.4.2.3. Advocating for vulnerable populations or communities to receive services and resources to address health needs.
 - 3.4.2.4. Collecting data and relaying information to stakeholders to inform programs and policies.
 - 3.4.2.5. Building community capacity to address health issues.
 - 3.4.2.6. Ensuring cultural mediation among vulnerable populations, communities, and health and social service systems serving vulnerable populations.
- 3.4.3. Completing data tracking system forms to document the care coordination and case management of the patient and family.



- 3.5. The Contractor shall ensure the CHW documents encounters within the data tracking system, upon obtaining the appropriate consent, to identify services, assist in navigating the healthcare system and support data quality. The CHW shall obtain the following data, which includes but is not limited to:
- 3.5.1. Race.
 - 3.5.2. Ethnicity.
 - 3.5.3. Language.
 - 3.5.4. Household income.
 - 3.5.5. Marital status.
 - 3.5.6. Age of parents.
 - 3.5.7. Sexual orientation and/or gender identity.
 - 3.5.8. Street address.
 - 3.5.9. Town.
 - 3.5.10. County.
 - 3.5.11. Zip Code.
 - 3.5.12. State.
 - 3.5.13. Number of incarcerated parents (if applicable).
 - 3.5.14. Phone number and/or email address.
 - 3.5.15. Status of receiving benefits, if applicable, including, but not limited to:
 - 3.5.15.1. Supplemental Nutrition Assistance Program (SNAP).
 - 3.5.15.2. Child Care.
 - 3.5.15.3. Medicaid.
 - 3.5.15.4. Social Security.
 - 3.5.15.5. Temporary Assistance for Needy Families (TANF).
 - 3.5.15.6. WIC.
- 3.6. The Contractor shall ensure the CHW participates in at least one (1) professional development activity per year related to culturally and linguistically appropriate services and organizational cultural effectiveness.
- 3.7. The Contractor shall ensure the CHW participates in CHW trainings and NH CHW Coalition meetings and conferences, as directed by the Department.
- 3.8. Reporting
- 3.8.1. The Contractor shall submit the following Public Health Emergency Preparedness information and reports to the Department.



- 3.8.1.1. Information about COVID-19 activities in the current quarterly PHEP progress reports using an online system administered by the DPHS.
- 3.8.1.2. Documentation for pertinent COVID-19 response activities necessary to complete the MCM Operational Readiness Review (ORR) or self-assessment as scheduled by DHHS.
- 3.8.1.3. Final After Action Report/Improvement Plan for the activity described in paragraph 1.4.1.
- 3.8.1.4. Final After Action Report(s)/Improvement Plan(s) for any other drill(s) or exercise(s) conducted.
- 3.8.1.5. Other information that may be required by federal and state funders during the contract period.
- 3.8.2. The Contractor shall submit quarterly reports, which shall include, but are not limited:
 - 3.8.2.1. Description of activities performed, resulting impacts, individuals and families served, and other outcomes.
 - 3.8.2.2. Efforts, successes, and challenges experienced with local community based organizations and stakeholders to promote vaccine awareness and uptake of COVID-19.
 - 3.8.2.3. Efforts, successes, and challenges experienced in reaching high risk and underserved populations to promote and offer COVID-19 vaccinations.
 - 3.8.2.4. Efforts, successes, and challenges experienced in addressing vaccine misinformation and promoting vaccine confidence and uptake, especially within racial and ethnic minority populations.
 - 3.8.2.5. Potential barriers and solutions identified in the past quarter for low vaccine uptake in specific communities.
 - 3.8.2.6. Efforts, successes, and challenges experienced in providing community engagement.
 - 3.8.2.7. Number and percentage of individuals who have not previously received COVID-19 vaccination who were administered vaccination within the reporting period.
 - 3.8.2.8. Percentage of clients who were referred by CHWs and successfully accessed a COVID test and received results or COVID vaccination disaggregated by the following age ranges:



- 3.8.2.8.1. 5-11 years old.
- 3.8.2.8.2. 12-17 years old.
- 3.8.2.8.3. 18 years and older.
- 3.8.2.9. Percentage of clients who were referred by CHWs and successfully received a COVID-19 vaccination disaggregated by the following age ranges:
 - 3.8.2.9.1. 5-11 years old.
 - 3.8.2.9.2. 12-17 years old.
 - 3.8.2.9.3. 18 years and older.
- 3.8.2.10. Number of collaborating agencies/services identified as part of CHW-led intervention.
- 3.8.2.11. Number and percentage of clients with one or more identified co-morbidities through the EMR.
- 3.8.2.12. Number and percentage of resources provided in a primary language other than English.
- 3.8.2.13. Number and percentage of in-community visits with CHW clients at locations other than the Contractor.
- 3.8.2.14. Number and percentage of encounter types by intensity, length and type, including virtual and/or in-person.
- 3.8.2.15. Percentage of clients that identify one or more unmet need.
- 3.8.2.16. Number and percentage of identified unmet needs that are met with assistance of the CHWs.
- 3.8.2.17. Number and percentage of clients that have completed CHW encounter form and Patient Questionnaire completed and documented.
- 3.8.2.18. Number of encounters with each client by encounter type and, if applicable, resulting referrals by referral type, including:
 - 3.8.2.18.1. Number of encounters to provide communication about COVID-19 risk factors and mitigation/prevention.
 - 3.8.2.18.2. Number of other navigation and support services to address COVID-19 risk factors.
 - 3.8.2.18.3. Number of referrals completed through closed loop referral system.



-
- 3.8.2.18.4. Number of referrals for COVID-19 vaccination/vaccine support by CHW, including coordination of activities related to administration of vaccines and excluding direct administration of vaccines.
- 3.8.2.19. Number and percentage of clients who need and access a COVID-19 test within five (5) days of the first CHW encounter.
- 3.8.2.20. Number and percentage of clients able to access influenza vaccine within fourteen (14) days of first CHW encounter (flu season only).
- 3.8.2.21. Number and percentage of CHW clients able to access COVID-19 vaccine within fourteen (14) of first CHW encounter.
- 3.8.2.22. Number and percentage of identified unmet needs that are met with assistance of CHWs identified through EMR.
- 3.8.2.23. Number and type of trainings provided to CHWs supported by COVID Health Disparities funding.

Vendor Name: City of Manchester
Contract Name: Regional Public Health Network Services
Region: Greater Manchester

Program Name and Funding Amounts														
State Fiscal Year	COVID Vaccination	ARPA DHHS Fiscal Recovery Funds	Public Health COVID-19 Health Disparities	Immunization	I-Care	Public Health Advisory Council	Public Health Emergency Preparedness	Public Health Crisis Response	Public Health Emergency Preparedness-Medical Reserve Corp	Substance Misuse Prevention	Continuum of Care	Young Adult Substance Misuse Prevention Strategies*	Childhood Lead Poisoning Prevention Community Assessment	Hepatitis A Vaccination Clinics
2019						\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 1,200	
2020						\$ 30,000	\$ 285,223	\$ 240,000	\$ 10,000	\$ 80,404	\$ 40,441	\$ 117,249	\$ 1,800	\$ 10,000
2021	\$ 100,000			\$ 35,000		\$ 30,000	\$ 285,223		\$ 10,000	\$ 80,404	\$ 40,441	\$ 90,000	\$ -	\$ -
2022		\$ 198,707	\$ 105,000		\$ 8,000	\$ 30,000	\$ 294,533		\$ 10,000	\$ 83,040	\$ 37,805	\$ 80,000		\$ 2,334,470



Exhibit B, Amendment #9

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Amendment #8, Scope of Services and Exhibit A-1, Amendment #9, Additional Scope of Services – COVID-19 Response.
 - 1.1. This Agreement is funded by:
 - 1.1.1. Federal Funds from the US Centers for Disease Control and Prevention, Preventive Health Services, Catalog of Federal Domestic Assistance (CFDA #) 93.991, Federal Award Identification Number (FAIN) #B01OT009205.
 - 1.1.2. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.069, Federal Award Identification Number (FAIN) #U90TP000535, and General Funds.
 - 1.1.3. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, Substance Abuse Prevention and Treatment Block Grant, Catalog of Federal Domestic Assistance (CFDA #) 93.959, Federal Award Identification Number (FAIN) #TI010035, and General Funds.
 - 1.1.4. Federal Funds from the US DHHS, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Prevention, NH Partnership for Success Initiative, Catalog of Federal Domestic Assistance (CFDA #) 93.243, Federal Award Identification Number (FAIN) #SP020796.
 - 1.1.5. Federal Funds from the US Centers for Disease Control and Prevention, National Center for Immunization and Respiratory Diseases, Catalog of Federal Domestic Assistance (CFDA #) 93.268, Federal Award Identification Number (FAIN) #H23IP000757.
 - 1.1.6. Federal Funds from the US Department of Health and Human Services, Public Health Hospital Preparedness Program, Catalog of Federal Domestic Assistance (CFDA #) 93.074 and 93.889, Federal Award Identification Number (FAIN) #U90TP000535.
 - 1.1.7. Federal Funds from the US Department of Health and Human Services, Childhood Lead Poisoning Prevention and Surveillance Program, Catalog of Federal Domestic Assistance (CFDA #) 93.197, Federal Award Identification Number (FAIN) #NUE2EH001408.
 - 1.1.8. Federal Funds from the US Department of Health and Human Services, Climate, Catalog of Federal Domestic Assistance (CFDA #) 93.070, Federal Award Identification Number (FAIN) # NUIEH001332.
 - 1.1.9. Federal Funds from the US Centers for Disease Control and Prevention, Center for State, Tribal, Local and Territorial Support, COVID-19 Health Disparities, Catalog of Federal Domestic Assistance (CFDA #) 93.391, Federal Award Identification Number (FAIN) # NH75OT000031.
 - 1.1.10. Federal Funds from the US Centers for Disease Control and Prevention, Public Health Emergency Preparedness, Catalog of Federal Domestic Assistance (CFDA #) 93.069, Federal Award Identification Number (FAIN) # U90TP922018.
 - 1.1.11. Federal Funds from the United States Department of the Treasury (TREAS), Coronavirus Relief Fund, Catalog of Federal Domestic Assistance (CFDA #) 21.019.
 - 1.1.12. General Funds from the State of New Hampshire.



**New Hampshire Department of Health and Human Services
Regional Public Health Network Services**

Exhibit B, Amendment #9

- 1.2. For the purposes of this Agreement, the Department has identified:
 - 1.2.1. The Contractor as a Subrecipient, in accordance with 2 CFR §200.331.
 - 1.2.2. This Agreement as NON-R&D, in accordance with 2 CFR §200.332.
- 1.3. The Contractor shall provide the services in Exhibit A, Amendment #8, Scope of Services and Exhibit A-1, Amendment #9, Additional Scope of Services – COVID-19 Response, in compliance with funding requirements.
- 1.4. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
2. Program Funding
 - 2.1. The Contractor shall be paid up to the amounts specified for each program/scope of work identified in Exhibit B-1, Amendment #9, Program Funding.
 - 2.2. Payment for the I-CARE program shall be on a lump sum basis for authorized expenditures incurred in the fulfillment of the Department approved I-CARE NH work plan and budget. Authorized expenditures shall include printing, mailing, and media related expenses.
 - 2.3. The Contractor shall submit one (1) ARPA budget for State Fiscal Year 2022 and one (1) COVID Health Disparities budget for State Fiscal Year 2022, in a form satisfactory to the Department, for Department approval no later than (10) days from the Amendment #9 Effective Date. The Contractor shall:
 - 2.3.1. Utilize budget forms as provided by the Department.
 - 2.3.2. Submit a budget for each program/scope of work for each state fiscal year in accordance with Exhibit B-1, Amendment #9, Program Funding.
 - 2.3.3. Collaborate with the Department to incorporate approved budgets into this agreement by Amendment.
3. Payment for said services shall be made monthly as follows:
 - 3.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and in accordance with Section 2, Program Funding, above.
4. The Contractor shall submit an invoice in a form satisfactory to the Department no later than the twentieth (20th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
5. The Contractor shall ensure the invoices are completed, signed, dated and returned to the Department in order to initiate payments.
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and only if sufficient funds are available.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, Block 1.7 Completion Date.
8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301



**New Hampshire Department of Health and Human Services
Regional Public Health Network Services**

Exhibit B, Amendment #9

Email address: DPHSContractBilling@dhhs.nh.gov

9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Amendment #8, Scope of Services; Exhibit A-1, Amendment #9, Additional Scope of Services – COVID-19 Response; and/or in this Exhibit B, Amendment #9, Method and Conditions Precedent to Payment.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Chief Operations Officer

Jaime L. Hoebeke, MPH, MCHES
Chief Strategy Officer



BOARD OF HEALTH

Reverend Richard D. Clegg
Stephanie P. Hewitt, MSN, FNP-BC
Ellen Tourigny, MEd
Tanya A. Tupick, DO

CITY OF MANCHESTER
Health Department

To: Alderman Kevin Cavanaugh, Chairman, CIP Committee

From: Anna Thomas, MPH
Public Health Director

Date: October 22, 2021

RE: New funding – Health Care Infrastructure Support - ARPA

The Health Department will be receiving new funding in the amount of \$260,000 from HRSA to support modifications of clinic space for Healthcare for the Homeless so that the space is ADA and Joint Commission compliant and help better serve patients.

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

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

We thank the Committee for their consideration.

CIP BUDGET AUTHORIZATION

CIP#: 212522 Project Year: 2022 CIP Resolution: 6/8/2021
Title: Health Center Infrastructure Support - ARPA Amending Resolution: 12/7/2021
Administering Department: Health Dept Revision:

Project Description: The funding included in this notice of award may be used by the Homeless Healthcare program run by CMC for minor alteration/renovation (A/R) activities. Minor A/R activities must occur at an in-scope Health Center Program operational grant (H80) site(s) and the total site-specific project cost must be less than \$500,000. The modifications will make the clinic space ADA and Joint Commission compliant and will help better serve patients.

Federal Grants

Federal Grant: Yes
Grant Executed:

Environmental

Review Required: No
Completed:

Critical Events

1. Project Initiation	9/15/2021
2. Project Completion	09/14/2024
3.	
4.	
5.	
	9/14/2024

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$260,000.00	\$0.00	\$0.00	\$260,000.00
TOTAL	\$260,000.00	\$0.00	\$0.00	\$260,000.00

Revisions:

Comments: Source of Funds: Department of Health and Human Services

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Sixty Thousand Dollars (\$260,000) for the FY 2022 CIP 212522 Health Center Infrastructure Support-ARPA.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate FEDERAL funding from the US Department of Health and Human Services to provide one-time funding to support the Homeless Healthcare program run by CMC for minor alteration/renovation (A/R) activities;

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

By adding:

FY 2022 CIP 212522 Health Center Infrastructure Support-ARPA- \$260,000 FEDERAL

Resolved, that this Resolution shall take effect upon its passage



Department of Health and Human Services
Health Resources and Services Administration

Notice of Award
FAIN# C8E44315
Federal Award Date: 08/28/2021

Recipient Information

1. Recipient Name
MANCHESTER, CITY OF
1528 ELM ST
MANCHESTER, NH 03101-1356
2. Congressional District of Recipient
01
3. Payment System Identifier (ID)
1026000517A4
4. Employer Identification Number (EIN)
026000517
5. Data Universal Numbering System (DUNS)
790913636
6. Recipient's Unique Entity Identifier
7. Project Director or Principal Investigator
Amy L Pratte
amy.pratte@cmc-nh.org
(603)663-8716
8. Authorized Official
Amy L Pratte
amy.pratte@cmc-nh.org
(603)663-8716

Federal Agency Information

9. Awarding Agency Contact Information
Marc Horner
Grants Management Specialist
Office of Federal Assistance Management (OFAM)
Division of Grants Management Office (DGMO)
mhorner@hrsa.gov
(301) 443-4888
10. Program Official Contact Information
Blanca Fuertes
Team Lead
Bureau of Primary Health Care (BPHC)
bfuertes@hrsa.gov
(301) 443-0612

Federal Award Information

11. Award Number
1 C8ECS44315-01-00
12. Unique Federal Award Identification Number (FAIN)
C8E44315
13. Statutory Authority
American Rescue Plan Act (P.L. 117-2)
14. Federal Award Project Title
Health Center Infrastructure Support
15. Assistance Listing Number
93.526
16. Assistance Listing Program Title
FIP Verification
17. Award Action Type
New
18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date 09/15/2021 - End Date 09/14/2024
20. Total Amount of Federal Funds Obligated by this Action \$260,000.00
 - 20a. Direct Cost Amount
 - 20b. Indirect Cost Amount
21. Authorized Carryover \$0.00
22. Offset \$0.00
23. Total Amount of Federal Funds Obligated this budget period \$260,000.00
24. Total Approved Cost Sharing or Matching, where applicable \$0.00
25. Total Federal and Non-Federal Approved this Budget Period \$260,000.00
26. Project Period Start Date 09/15/2021 - End Date 09/14/2024
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period \$260,000.00

28. Authorized Treatment of Program Income
Addition
29. Grants Management Officer – Signature
Stephannie Young on 08/28/2021

30. Remarks



Notice of Award
Award Number: 1 C8ECS44315-01-00
Federal Award Date: 08/28/2021

Bureau of Primary Health Care (BPHC)

31. APPROVED BUDGET: (Excludes Direct Assistance) ☒ Grant Funds Only ☐ Total project costs including grant funds and all other financial participation <table><tr><td>a. Salaries and Wages:</td><td>\$0.00</td></tr><tr><td>b. Fringe Benefits:</td><td>\$0.00</td></tr><tr><td>c. Total Personnel Costs:</td><td>\$0.00</td></tr><tr><td>d. Consultant Costs:</td><td>\$0.00</td></tr><tr><td>e. Equipment:</td><td>\$0.00</td></tr><tr><td>f. Supplies:</td><td>\$0.00</td></tr><tr><td>g. Travel:</td><td>\$0.00</td></tr><tr><td>h. Construction/Alteration and Renovation:</td><td>\$253,000.00</td></tr><tr><td>i. Other:</td><td>\$7,000.00</td></tr><tr><td>j. Consortium/Contractual Costs:</td><td>\$0.00</td></tr><tr><td>k. Trainee Related Expenses:</td><td>\$0.00</td></tr><tr><td>l. Trainee Stipends:</td><td>\$0.00</td></tr><tr><td>m. Trainee Tuition and Fees:</td><td>\$0.00</td></tr><tr><td>n. Trainee Travel:</td><td>\$0.00</td></tr><tr><td>o. TOTAL DIRECT COSTS:</td><td>\$260,000.00</td></tr><tr><td>p. INDIRECT COSTS (Rate: % of S&W/TADC):</td><td>\$0.00</td></tr><tr><td>q. TOTAL APPROVED BUDGET:</td><td>\$260,000.00</td></tr><tr><td> i. Less Non-Federal Share:</td><td>\$0.00</td></tr><tr><td> ii. Federal Share:</td><td>\$260,000.00</td></tr></table>	a. Salaries and Wages:	\$0.00	b. Fringe Benefits:	\$0.00	c. Total Personnel Costs:	\$0.00	d. Consultant Costs:	\$0.00	e. Equipment:	\$0.00	f. Supplies:	\$0.00	g. Travel:	\$0.00	h. Construction/Alteration and Renovation:	\$253,000.00	i. Other:	\$7,000.00	j. Consortium/Contractual Costs:	\$0.00	k. Trainee Related Expenses:	\$0.00	l. Trainee Stipends:	\$0.00	m. Trainee Tuition and Fees:	\$0.00	n. Trainee Travel:	\$0.00	o. TOTAL DIRECT COSTS:	\$260,000.00	p. INDIRECT COSTS (Rate: % of S&W/TADC):	\$0.00	q. TOTAL APPROVED BUDGET:	\$260,000.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$260,000.00	33. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table><tr><th>YEAR</th><th>TOTAL COSTS</th></tr><tr><td colspan="2">Not applicable</td></tr></table> 34. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) <table><tr><td>a. Amount of Direct Assistance</td><td>\$0.00</td></tr><tr><td>b. Less Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr><tr><td>c. Less Cumulative Prior Award(s) This Budget Period</td><td>\$0.00</td></tr><tr><td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td><td>\$0.00</td></tr></table> 35. FORMER GRANT NUMBER 36. OBJECT CLASS 41.11 37. BHCNIS#	YEAR	TOTAL COSTS	Not applicable		a. Amount of Direct Assistance	\$0.00	b. Less Unawarded Balance of Current Year's Funds	\$0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$0.00	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00
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32. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: <table><tr><td>a. Authorized Financial Assistance This Period</td><td>\$260,000.00</td></tr><tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr><tr><td> i. Additional Authority</td><td>\$0.00</td></tr><tr><td> ii. Offset</td><td>\$0.00</td></tr><tr><td>c. Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr><tr><td>d. Less Cumulative Prior Award(s) This Budget Period</td><td>\$0.00</td></tr><tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td>\$260,000.00</td></tr></table>		a. Authorized Financial Assistance This Period	\$260,000.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Award(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$260,000.00																																				
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38. THIS AWARD IS BASED ON THE APPLICATION APPROVED BY HRSA FOR THE PROJECT NAMED IN ITEM 14. FEDERAL AWARD PROJECT TITLE AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE AS: a. The program authorizing statute and program regulation cited in this Notice of Award; b. Conditions on activities and expenditures of funds in certain other applicable statutory requirements, such as those included in appropriations restrictions applicable to HRSA funds; c. 45 CFR Part 75; d. National Policy Requirements and all other requirements described in the HHS Grants Policy Statement; e. Federal Award Performance Goals; and f. The Terms and Conditions cited in this Notice of Award. In the event there are conflicting or otherwise inconsistent policies applicable to the award, the above order of precedence shall prevail. Recipients indicate acceptance of the award, and terms and conditions by obtaining funds from the payment system.																																																			
39. ACCOUNTING CLASSIFICATION CODES <table><tr><th>FY-CAN</th><th>CFDA</th><th>DOCUMENT NUMBER</th><th>AMT. FIN. ASST.</th><th>AMT. DIR. ASST.</th><th>SUB PROGRAM CODE</th><th>SUB ACCOUNT CODE</th></tr><tr><td>21 - 398A878</td><td>93.526</td><td>21C8ECS44315C6</td><td>\$260,000.00</td><td>\$0.00</td><td>N/A</td><td>21C8ECS44315C6</td></tr></table>		FY-CAN	CFDA	DOCUMENT NUMBER	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE	21 - 398A878	93.526	21C8ECS44315C6	\$260,000.00	\$0.00	N/A	21C8ECS44315C6																																				
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HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Program Specific Condition(s)

1. Due Date: Within 120 Days of Budget Start Date

(191377-01)

The award recipient must consult with the HRSA Project Officer and environmental reviewer to determine if other environmental compliance reviews are required for the proposed project. Additional information will be provided within 120 days of the Project Period Start Date to identify the extent of the information that will be needed for this specific project. This information may include an Environmental Assessment (EA) under NEPA, consultation under Section 106 of the National Historic Preservation Act with the State Historic Preservation Officer (SHPO) / Tribal Historic Preservation Officer (THPO) (and any other consulting parties if identified), a hazardous materials survey, Coastal Zone Consistency Determination, Floodplain Management, Environmental Justice, etc. The documentation must be completed and submitted to HRSA for review and approval. This condition must be approved and lifted from the Notice of Award prior to initiating any physical site preparation, demolition, alteration and renovation, or construction related to the project. Funds may only be drawn down for pre-construction activities, such as the purchase of moveable equipment, completion of architectural and engineering plans, licensing and permitting requirements, State Historic Preservation Office/Tribal Historic Preservation Office consultation, and preparation of the EA or related testing and surveys. Additional information is available at: <https://bphc.hrsa.gov/about/nepa-nhpa/capital-development.html>

2. Due Date: Within 120 Days of Budget Start Date

(191377-04)

The award recipient must consult with the HRSA Project Officer and environmental reviewer to determine if other environmental compliance reviews are required for the proposed project. Additional information will be provided within 120 days of the Project Period Start Date to identify the extent of the information that will be needed for this specific project. This information may include an Environmental Assessment (EA) under NEPA, consultation under Section 106 of the National Historic Preservation Act with the State Historic Preservation Officer (SHPO) / Tribal Historic Preservation Officer (THPO) (and any other consulting parties if identified), a hazardous materials survey, Coastal Zone Consistency Determination, Floodplain Management, Environmental Justice, etc. The documentation must be completed and submitted to HRSA for review and approval. This condition must be approved and lifted from the Notice of Award prior to initiating any physical site preparation, demolition, alteration and renovation, or construction related to the project. Funds may only be drawn down for pre-construction activities, such as the purchase of moveable equipment, completion of architectural and engineering plans, licensing and permitting requirements, State Historic Preservation Office/Tribal Historic Preservation Office consultation, and preparation of the EA or related testing and surveys. Additional information is available at: <https://bphc.hrsa.gov/about/nepa-nhpa/capital-development.html>

3. Due Date: Within 60 Days of Budget Start Date

(191377-04)

Within 60 days of Project Period Start Date, the award recipient must submit into HRSA's Electronic Handbook a revised SF-424C budget page, revised budget justification and revised equipment list, in accordance with the application guidance, with detailed line-item identification of both Federal and non-Federal (if applicable) funds. Templates of these documents are available at: <https://bphc.hrsa.gov/program-opportunities/funding-opportunities/capital-development>

4. Due Date: Within 60 Days of Budget Start Date

(191377-04) Within 60 days of the Project Period Start Date, the award recipient must submit schematic drawings including floor plan(s) and, if applicable to the project, a site plan that provide clear and complete information on the project into HRSA's Electronic Handbook to support the requested funding amount for this project. Floor plans/site plans must be drawn to scale including proposed exam rooms, waiting area, etc. Documents must include rough dimensions for major project components. Drawings should clearly identify the project components that are being proposed, as well as distinguishing improved space from unaffected space. Contact the assigned Project Officer for additional information.

5. Due Date: 07/31/2024

This Notice of Award (NoA) reflects approval of a change in scope to the following:

Add Site:

Mobile Medical Vehicle

Site Address: 100 McGregor St, Manchester, New Hampshire, 03102-3730:

This change in scope is not yet effective; within 30 days from the end of the project period, you must submit an electronic deliverable verifying the proposed action consistent with the description provided within the application.

Grant Specific Term(s)

1. On September 15, 2010, the United States Department of Justice published revised Americans with Disabilities Act (ADA) regulations in the Federal Register that update and amend some of the provisions in the original 1991 ADA regulations (see <http://www.ada.gov/>). These changes include revised accessibility standards, called the 2010 Standards for Accessible Design (2010 Standards), which establish minimum criteria for accessibility in design and construction (http://www.ada.gov/2010ADASTandards_index.htm).
2. Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using Federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).
3. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the Health Center Construction and Capital Improvements (ARP-Capital) funding opportunity (HRSA-21-114) has been selected for funding. This funding opportunity is authorized by Section 2601 of the American Rescue Plan Act of 2021 (P.L. 117-2) and section 330 of the Public Health Service Act (42 U.S.C. 254b), and is to support construction, expansion, alteration, renovation, and other capital improvements to modify, enhance, and expand health care infrastructure.
4. The award recipient must submit an annual Federal Financial Report with expense date for each consecutive twelve (12) month budget period. This report is submitted through the Payment Management System (PMS).
5. Each budget has a Federal Percentage Share based upon the award amount and the total allowable costs. Grant funds can only be drawn down from the Payment Management System (PMS) as allowable costs are incurred. Unless otherwise authorized, draw down should be done in the same proportion as the grant is to total project costs in the approved budget. For example, for a project with a total allowable cost of \$100,000, and a federal contribution of \$75,000, the federal share is 75 percent. If \$100 in allowable costs are incurred, then \$75 of grant funds would be drawn down from PMS to pay this incurred cost, while the other \$25 will be paid by other sources of funds. The draw down percentage may be re-evaluated based on any modifications to the project that have been received from the grantee and approved by HRSA.
6. Applicants that are NOT required to file a Notice of Federal Interest, still acknowledge with the receipt of the Notice of Award that the Federal interest exists in real property and equipment and will be maintained in accordance with 45 CFR Part 75 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR AWARDS AND SUBAWARDS TO INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, OTHER NONPROFIT ORGANIZATIONS, or 45 CFR Part 75 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS, as applicable. The recipient shall maintain adequate documentation to track and protect the Federal Interest. For real property, adequate documentation will also include communications between the lessor and the lessee related to protecting such interest, in accordance with the standard award terms and conditions. Such documentation should be available for subsequent review by HRSA.
7. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$30,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsr.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
8. The preferred method for accomplishing construction development is by soliciting for competitive bids and then selecting the lowest responsive and responsible bid (where the contractor has adequately responded to the terms, conditions, and specification of the bid and has the capability to satisfactorily perform the contract). However, some award recipients may wish to accomplish construction using their own work force (force account). The award recipient must justify the use of force account by demonstrating that it would be more cost effective and that qualified personnel are available to accomplish the work. Consultation with the Project Officer is needed to determine if force account labor will be permitted.
9. If a Notice of Federal Interest (NFI) is required, HRSA's Federal interest is subordinate to all pre-existing mortgages or obligations recorded against the property. HRSA's Federal interest is also subordinate to loans and obligations identified in the application as sources of financing for the project. Future modifications and new mortgages and obligations will require prior approval.

10. Pre-award costs such as architect's and consultant's fees necessary to the planning and design of the project may be considered for funding as long as they are included in the application, are allowable costs, and were not incurred prior to January 31, 2020. It should be noted that such pre-award costs are undertaken at the applicant's risk and require prior approval. Consultation with the Project Officer is needed to determine if such costs will be permitted.
11. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
12. The award recipient does not have expanded authority under this program. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75. HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75, or the HHS Grants Policy Statement Prior-Approval Requirements, must be submitted in through the Electronic Handbook. Only responses to prior approval requests signed by the GMO and authorized under a Notice of Award are considered valid. Award recipients who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.

HRSA requires award recipients to seek prior approval through the Electronic Handbook for: (a) all pre-award costs, (b) rebudgeting of funds between construction and nonconstruction work; (c) rebudgeting of project costs exceeding 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period; (d) changes in project scope, which occurs when the recipient proposes to change (or changes) the objectives, aims, or purposes identified in the approved application, including changing location, changing the approved design under a construction grant, eliminating a primary care delivery site, or making budget changes that cause a project to change substantially from that which was approved. Approval of a prior approval request may be conditioned by new terms and conditions that must be met and lifted from the Notice of Award prior to implementing work.

13. An award recipient may acquire a variety of commercially available goods or services in connection with a grant-supported project or program. Award recipients may use their own procurement procedures that reflect applicable state and local laws and regulations, as long as those procedures conform to the following applicable U.S. Department of Health and Human Services (HHS) regulations: HHS regulations at 45 Code of Federal Regulations (CFR) 75 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR HHS AWARDS. States must follow the requirements at Title 45 CFR 75. Generally, States must follow the same policies and procedures they use for procurements from non-Federal funds. Local and Tribal governments must follow the requirements at 45 CFR 75.
14. The award recipient will submit a Quarterly Progress Report for the approved project(s) into the HRSA Electronic Handbook (EHB) every three months until the project is completed.
15. Funds in this award are restricted and may not be drawn down until all program- and grant-specific conditions of the award have been met and lifted from the Notice of Award. The only exceptions to this restriction on drawdown are for limited pre-construction activities related to meeting one of these conditions, such as expenses for completing architectural and engineering plans, meeting licensing and permitting requirements, historic preservation consultation with the State Historic Preservation Office/Tribal Historic Preservation Office, and/or preparing the Environmental Assessment.
16. Although this NoA approves funds for the project(s) identified in the submitted application, HRSA may take action to withdraw the approval and funds for the project(s) if subsequent events lead HRSA to conclude that a project as originally proposed is ineligible or cannot be completed. Subsequent events could include, but are not limited to, non-compliance with the implementation of the project (such as excessive drawdown, improper procurement, conflicts of interests, etc.), significant changes to the location or physical scope of the project without prior approval, or the identification of previously undocumented environmental or historic preservation issues that lead the HRSA to conclude that the proposed project cannot be carried out consistent with the eligibility and program requirements. If this occurs, please contact the assigned Project Officer to discuss.
17. The funds for this award are in a sub-account in the Payment Management System (PMS). This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. Access to the PMS account number is provided to individuals at the organization who have permissions established within PMS. The PMS sub-account code can be found on the HRSA specific section of the NoA (Accounting Classification Codes). Both the PMS account number and sub-account code are needed when requesting grant funds. **Please note that for new and competing continuation awards issued after 10/1/2020, the sub-account code will be the document number.**
You may use your existing PMS username and password to check your organizations' account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html>. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
18. New and/or improved space resulting from the funded project(s), may only be used for purposes consistent with Section 330 of the Public

Health Service (PHS) Act (42 U.S.C. §254b). Use of improved space for other purposes inconsistent with the Health Center Program requires prior approval.

19. The availability of the ARP-Capital (C8E) funds for use through the 3-year period of performance is dependent on your continued status as a current Health Center Program (H80) award recipient.

Standard Term(s)

1. Your organization must comply with all HRSA [Standard Terms](#) unless otherwise specified on your Notice of Award.

Reporting Requirement(s)

1. Due Date: Within 90 Days of Project End Date

(191377-01) Within 90 days of project completion, the award recipient must submit into HRSA's Electronic Handbook a final SF-424C budget page, budget justification, and equipment list (if applicable), with detailed line-item identification of both Federal and non-Federal (if applicable) funds, for the completed project.

2. Due Date: Within 90 Days of Project End Date

(191377-01) Within 90 days of project completion, the award recipient must scan and upload photographs, with brief descriptions, of the project prior to initiating work, during renovation/construction, and of the completed project, including exterior shots (front, rear of building), major rooms and examples of grant provided major equipment items, into the EHB for the approved project.

3. Due Date: Within 90 Days of Project End Date

(191377-01)

Within 90 days of project completion, the award recipient will submit documentation for the approved project certifying that the project have been completed in accordance with the previously provided certified documents and in accordance with all mandatory requirements imposed on federally-assisted projects by specific laws enacted by Congress, Presidential Executive Orders, or Departmental Policy, as well as all applicable program standards, State codes, and local codes and ordinances. Be certain to use the Project Completion Certificate template provided at <https://bphc.hrsa.gov/program-opportunities/funding-opportunities/capital-development> when completing this requirement.

4. Due Date: Within 90 Days of Award Release Date

(191377-01)

It is expected that the award recipient will engage the services of an architect/engineer (A/E) to develop the pertinent construction documents as well as to administer the construction phase of the project(s). Accordingly, the award recipient will submit a statement attesting to the involvement of the A/E in the approved project. If the established deadline is not feasible, contact your Project Officer to request an extension. Be certain to use the Project Implementation Certificate template provided at <https://bphc.hrsa.gov/program-opportunities/funding-opportunities/capital-development> when completing this requirement.

5. Due Date: Within 90 Days of Project End Date

(191377-04) Within 90 days of project completion, the award recipient must submit into HRSA's Electronic Handbook a final SF-424C budget page, budget justification, and equipment list (if applicable), with detailed line-item identification of both Federal and non-Federal (if applicable) funds, for the completed project.

6. Due Date: Within 90 Days of Project End Date

(191377-04) Within 90 days of project completion, the award recipient must scan and upload photographs, with brief descriptions, of the project prior to initiating work, during renovation/construction, and of the completed project, including exterior shots (front, rear of building), major rooms and examples of grant provided major equipment items, into the EHB for the approved project.

7. Due Date: Within 90 Days of Project End Date

(191377-04)

Within 90 days of project completion, the award recipient will submit documentation for the approved project certifying that the project have been completed in accordance with the previously provided certified documents and in accordance with all mandatory requirements imposed on federally-assisted projects by specific laws enacted by Congress, Presidential Executive Orders, or Departmental Policy, as well as all applicable program standards, State codes, and local codes and ordinances. Be certain to use the Project Completion Certificate template provided at <https://bphc.hrsa.gov/program-opportunities/funding-opportunities/capital-development> when completing this requirement.

8. Due Date: Within 90 Days of Award Release Date

(191377-04)

It is expected that the award recipient will engage the services of an architect/engineer (A/E) to develop the pertinent construction documents as well as to administer the construction phase of the project(s). Accordingly, the award recipient will submit a statement attesting to the involvement of the A/E in the approved project. If the established deadline is not feasible, contact your Project Officer to request an

extension. Be certain to use the Project Implementation Certificate template provided at <https://bphc.hrsa.gov/program-opportunities/funding-opportunities/capital-development> when completing this requirement.

9. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.

The recipient must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period of the document number. **Effective October 1, 2020, all FFRs will be submitted through the Payment Management System (PMS).** Technical questions regarding the FFR, including system access should be directed to the PMS Help Desk by submitting a ticket through the self-service web portal ([PMS Self-Service Web Portal](#)), or calling 877-614-5533.

The FFR will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR.

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Amy L Pratte	Authorizing Official, Point of Contact, Program Director	amy.pratte@cmc-nh.org

Note: NoA emailed to these address(es)

All submissions in response to conditions and reporting requirements (with the exception of the FFR) must be submitted via EHBs. Submissions for Federal Financial Reports (FFR) must be completed in the Payment Management System (<https://pms.psc.gov/>).

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Chief Operations Officer

Jaime L. Hoebeke, MPH, MCHES
Chief Strategy Officer



BOARD OF HEALTH

Reverend Richard D. Clegg
Stephanie P. Hewitt, MSN, FNP-BC
Ellen Tourigny, MEd
Tanya A. Tupick, DO

CITY OF MANCHESTER
Health Department

To: Alderman Kevin Cavanaugh, Chairman, CIP Committee

From: Anna Thomas, MPH
Public Health Director

Date: October 26, 2021

RE: New funding – I Care NH

The Health Department will be receiving new funding in the amount of \$8,000 to support mental health and wellness initiative of the New Hampshire Department of Health and Human Services and the NH Suicide Prevention Council. This funding will allow Manchester Health Department to subcontract with Making It Happen for the cost of the informative materials to be distributed to certain population groups based on need.

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

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

We thank the Committee for their consideration.

CIP BUDGET AUTHORIZATION

CIP#: 212622

Project Year: 2022

CIP Resolution: 6/8/2021

Title: I Care NH

Amending Resolution: 12/7/2021

Administering Department: Health Dept

Revision:

Project Description:

I Care NH is a mental health and wellness initiative of the New Hampshire Department of Health and Human Services and the NH Suicide Prevention Council. This funding will allow Manchester Health Dept to subcontract with Making It Happen for the cost of the informative materials to be distributed to certain population groups based on need.

Federal Grants

Federal Grant: No

Grant Executed:

Environmental

Review Required: No

Completed:

Critical Events

1.	Project Initiation	10/01/2021
2.	Project Completion	06/30/2022
3.		
4.		
5.		
		6/30/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$8,000.00	\$0.00	\$0.00	\$8,000.00
TOTAL	\$8,000.00	\$0.00	\$0.00	\$8,000.00

Revisions:**Comments:**

Source of Funds: NH DHHS

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Eight Thousand Dollars (\$8,000) for the FY 2022 CIP 212622 I Care NH.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Department of Health and Human Services to provide one-time funding to support a mental health and wellness initiative for certain population groups based on need;

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

By adding:

FY 2022 CIP 212622 I Care NH - \$8,000 STATE

Resolved, that this Resolution shall take effect upon its passage

From: [Walder, Gabriela](#)
To: [Roy, Kimberly](#)
Cc: [Thomas, Anna](#)
Subject: FW: RPHN - I CARE Program
Date: Tuesday, October 26, 2021 12:08:04 PM
Attachments: [I Care NH.pdf](#)
[I Care NH.doc](#)

Hi Kimberly,

Can you please add this to the next CIP agenda. All we have is the e-mail below stating that we will be receiving this funding.

Any questions please let me know.

Thank you!

Gaby

Gabriela Walder, MS, CPM
Business Services Officer
Manchester Health Department
1528 Elm Street
Manchester, NH 03101
(603) 657-2708

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From: Heath, Laurie [mailto:Laurie.J.Heath@dhhs.nh.gov]
Sent: Friday, October 1, 2021 12:23 PM
To: Heath, Laurie <Laurie.J.Heath@dhhs.nh.gov>
Cc: Godtfredsen, Tanja <Tanja.Godtfredsen@dhhs.nh.gov>; O'Higgins, Jennifer <Jennifer.OHiggins@dhhs.nh.gov>
Subject: RPHN - I CARE Program

Good morning/afternoon,

I am just sending you all an email, as you are my direct contact for the RPHN contract. There has been some confusion around the I CARE program, and I want to apologize for that. I am now working with Jenny O'Higgins, you may have already gotten an email from her. She has asked me to figure it out and to work with you to make sure we are all on the same page. I have already spoken with some of you, and know you're all set, but if any of you are not sure about what needs to be done for the I CARE program please feel free to reach out to Tanja and I.

Basic run down. Each region has been asked to submit: A work plan, a budget

(attached for your convenience) and an invoice for the total amount of the funding (\$8,000) – this invoice can be simple, on your letterhead, requesting the funds, per the contract language. I have copied that language below.

Payment for the I-CARE program shall be on a lump sum basis for authorized expenditures incurred in the fulfillment of the Department approved I-CARE NH work plan and budget Authorized expenditures shall include printing, mailing, and media related expenses.

Once the work plan and budget are approved, we will process your invoice. There will be a point in time that we will have to true-up those funds, so please be sure to keep track of all expenses, so that you can submit the documentation later.

If you are not the right person to be contacted, please forward this information to them.

Again, please let Tanja and I know if you have any questions.

Thank you,
Laurie

Laurie Heath
Business Administrator
State of NH-DHHS-DBH-BDAS
105 Pleasant St
Concord NH 03301
Email: Laurie.Heath@dhhs.nh.gov

Phone: 603-271-0149 –working remote with no access
Fax: 603-271-5121 to phone and fax please use email

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Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Chief Operations Officer

Jaime L. Hoebeke, MPH, MCHES
Chief Strategy Officer



BOARD OF HEALTH

Reverend Richard D. Clegg
Stephanie P. Hewitt, MSN, FNP-BC
Ellen Tourigny, MEd
Tanya A. Tupick, DO

CITY OF MANCHESTER
Health Department

To: Alderman Kevin Cavanaugh, Chairman, CIP Committee
From: Philip J. Alexakos, MPH, REHS,
Chief Operations Officer, Manchester Health Department

Date: October 27, 2021

RE: Acceptance of New Funds- *STD Workforce Development* Contract with NH
Department of Health and Human Services.

The Manchester Health Department respectfully requests the acceptance of an additional \$ 225,000 (FY22), \$150,000 (FY23) and \$75,000 for the first 6 months of FY24 into CIP for the purpose of supporting staff education, outreach, testing and contact tracing related to HIV and other sexually transmitted diseases. These federal grant funds will support the following, for a 2-year term:

One Disease Investigation Specialist (Public Health Specialist I); one vehicle for education, outreach and investigation and prevention and supplies and equipment to carry out this work. Much of this work is currently performed by the State Health Department, but as with most public health issues, it is best carried out at the local level. The work is subject to ongoing evaluation and we request that this position be added as a grant funded member of our Health Department team.

We urge your favorable review of this request with a recommendation for approval to the full Board.

We welcome the opportunity to answer any questions that you may have.

CIP BUDGET AUTHORIZATION

CIP#: 212722	Project Year: 2022	CIP Resolution: 6/8/2021	
Title: STD Workforce Development		Amending Resolution: 12/7/2021	
Administering Department: Health Department		Revision:	

Project Description: These funds are for the purpose of staff education, outreach, testing and contact tracing related to HIV and other sexually transmitted diseases.

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

Critical Events

1.	Project Initiation	07/01/2021
2.	Project Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$177,360.00	\$0.00	\$0.00	\$177,360.00
Fringes	\$129,554.00	\$0.00	\$0.00	\$129,554.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$143,086.00	\$0.00	\$0.00	\$143,086.00
TOTAL	\$450,000.00	\$0.00	\$0.00	\$450,000.00

Revisions:

Comments: Source of Funds: NH Department of Health and Human Services

--

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Four Hundred Fifty Thousand Dollars (\$450,000) for the FY 2022 CIP 212722 STD Workforce Development.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Department of Health and Human Services to provide one-time funding for staff education, outreach, testing and contact tracing related to HIV and other sexually transmitted diseases;

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

By adding:

FY 2022 CIP 212722 STD Workforce Development - \$450,000 STATE

Resolved, that this Resolution shall take effect upon its passage

From: [Walder, Gabriela](#)
To: [Roy, Kimberly](#)
Cc: [Thomas, Anna](#)
Subject: FW: Action needed - NH DHHS budgets for "Infectious Disease Prevention Services" project amendment
Date: Wednesday, October 27, 2021 2:13:41 PM
Attachments: [CIP Authorization Form - STD Workforce Development.pdf](#)
[STD Workforce development CIP FY22-4 10-27-21.doc](#)
[211322 Health Dept Immunization Grant.pdf](#)
[COVID-19 Immunization.pdf](#)
[211722 Health Dept STD-HIV Prevention.pdf](#)
[211822 Health Dept TB Prevention.pdf](#)
[211422 Health Dept Lead Poisoning.pdf](#)
[Other ID CIP Amendments FY2210-27-21a.doc](#)

Hi Kim,

Can we please have this one added to the next CIP agenda? It's a bit messy as some of the funding is new (COVID19 Immunizations & STD Workforce Development and the rest of the funding is getting added to existing grants, that the State is extending. I've attached all of the startups & 2 memos, hope they make sense.

If you need me to change anything please just let me know.

Thank you!

Gaby

Gabriela Walder, MS, CPM
Business Services Officer
Manchester Health Department
1528 Elm Street
Manchester, NH 03101
(603) 657-2708

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From: Laramie, Heidi [<mailto:Heidi.H.Laramie@dhhs.nh.gov>]
Sent: Tuesday, August 31, 2021 10:10 AM
To: Thomas, Anna <ATHOMAS@manchesternh.gov>; Losier, Nicole <nlosier@manchesternh.gov>
Subject: Action needed - NH DHHS budgets for "Infectious Disease Prevention Services" project amendment

Good Morning,

The NH Dept. of Health and Human Services is amending the above-named contract until December 31, 2023. Budgets are needed for each State Fiscal Year (SFY) – 2022, 2023 and 2024. Due to the

number of budgets needed for this contract amendment, I will be forwarding the budget workbooks to you in three separate e-mails, one for each fiscal year. You will find the budget workbooks for 2022 attached to this e-mail. Each budget workbook contains two tabs – the budget worksheet and the budget narrative. Please complete the budget workbooks with the following:

1. The budget for each SFY (using the amounts shown in the 'Revised Budget' column of the budget table below)
2. The budget narrative for each budgeted item

IMMUNIZATION:

State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$45,000	\$60,000	\$105,000
2023 (7/1/22-6/30/23)	\$0	\$90,000	\$90,000
2024 (7/1/23-12/31/23)	\$0	\$45,000	\$45,000

COVID-19 IMMUNIZATION:

State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$0	\$50,000	\$50,000
2023 (7/1/22-6/30/23)	\$0	\$5,000	\$5,000
2024 (7/1/23-12/31/23)	\$0	\$5,000	\$5,000

STD PREVENTION:

State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$8,000	\$8,000	\$16,000
2023 (7/1/22-6/30/23)	\$0	\$16,000	\$16,000
2024			

HIV PREVENTION:

(7/1/23-12/31/23)	\$0	\$8,000	\$8,000
State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$54,000	\$57,500	\$111,500
2023 (7/1/22-6/30/23)	\$0	\$115,000	\$115,000
2024 (7/1/23-12/31/23)	\$0	\$57,500	\$57,500
State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$0	\$75,000	\$225,000
2023 (7/1/22-6/30/23)	\$0	\$150,000	\$150,000
2024 (7/1/23-12/31/23)	\$0	\$75,000	\$75,000
State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$17,500	\$17,500	\$35,000
2023 (7/1/22-6/30/23)	\$0	\$35,000	\$35,000
2024 (7/1/23-12/31/23)	\$0	\$17,500	\$17,500
State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$20,000	\$0	\$40,000

STD WORKFORCE DEVELOPMENT:

TUBERCULOSIS:

LEAD:

2023 (7/1/22- 6/30/23)	\$0	\$40,000	\$40,000
2024 (7/1/23- 12/31/23)	\$0	\$20,000	\$20,000

PLEASE NOTE: the attached budget workbooks for SFY 2022 contain the

current budgets for July 1, 2021-Dec. 31, 2021. Please *modify* these budgets to include the additional funding for SFY 2022 as shown above. In addition, please ensure budget totals for all budgets are expressed in whole dollars (no cents).

Please return the completed budgets to me by September 17. If you have any questions, please don't hesitate to contact me. Thank you!

Heidi H. Laramie

Senior Contract Specialist

Bureau of Contracts and Procurement

NH Department of Health and Human Services

129 Pleasant St.

Concord, NH 03301

(603) 271-9405

Heidi.H.Laramie@dhhs.nh.gov

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



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

October 18, 2021

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

Re: Justice Assistance Grant

Attached is a U.S. Department of Justice, Justice Assistance Grant Award for an amount of \$211,331 for Manchester, Nashua, and the Hillsborough County.

This award is for 10/01/2021 to 12/30/2024.

The funds breakdown is as follows:

Overtime	-	\$ 5,000.00
Equipment	-	\$164,731.00
Other	-	\$ 41,600.00

Please process this as a project for approval.

Sincerely,

Steven L. Hoeft
Business Service Officer

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

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 411522

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Justice Assistance Grant

Amending Resolution: 12/7/2021

Administering Department: Police Department

Revision:

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

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	10/01/2021
2.	Project Completion	12/30/2024
3.		
4.		
5.		
		12/30/2024

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$164,731.00	\$0.00	\$0.00	\$164,731.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$41,600.00	\$0.00	\$0.00	\$41,600.00
TOTAL	\$211,331.00	\$0.00	\$0.00	\$211,331.00

Revisions:

Comments: Source of Funds: US Department of Justice (DOJ)

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Eleven Thousand Three Hundred Thirty One Dollars (\$211,331) for the FY 2022 CIP 411522 Justice Assistance Grant.”

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

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

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

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

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

By adding:

FY 2022 CIP 411522 Justice Assistance Grant - \$211,331 FEDERAL

Resolved, that this Resolution shall take effect upon its passage



Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20531

GRANT NOTIFICATION

Grant Number: 15PBJA-21-GG-01679-JAGX

Name & Address of Recipient: MANCHESTER, CITY OF
405 VALLEY STREET
City, State & ZIP: MANCHESTER, NH 03103

Recipient Project Director/Contact:
STEVEN HOEFT

Phone: (603) 792-5411

Title of Program: BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Title of Project: 2021 JAG for City of Manchester, City of Nashua and Hillsborough County

Amount of Award: \$ 211,331 Date of Award: 10/08/2021

Awarding Agency: Bureau of Justice Assistance
Jennifer Lewis

Supplement: No

Statutory Authority for Program:

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Impact/Focus: Formula CFDA Number: 16.738

Project Description:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

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

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



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

October 19, 2021

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

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

This grant is for 01/01/22 to 3/31/23.

The funds breakdown is as follows:

Salaries	-	\$79,329.00
Fringes	-	\$13,671.00

Please process this as a project for approval.

Sincerely,

Steven L. Hoeft
Business Service Officer

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

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 411622	Project Year: 2022	CIP Resolution: 6/8/2021
Title: STOP Violence Against Women	Amending Resolution: 12/7/2021	
Administering Department: Police Department	Revision: 	

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

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

Critical Events

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

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$79,329.00	\$0.00	\$0.00	\$79,329.00
Fringes	\$13,671.00	\$0.00	\$0.00	\$13,671.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$93,000.00	\$0.00	\$0.00	\$93,000.00

Revisions:

Comments: Source of Funds: NH department of Justice

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Ninety Three Thousand Dollars (\$93,000) for the FY 2022 CIP 411622 STOP Violence Against Women.”

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

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

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

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

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

By adding:

FY 2022 CIP 411622 STOP Violence Against Women - \$93,000 STATE

Resolved, that this Resolution shall take effect upon its passage

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Manchester Police Department		1.4. Subrecipient Address 405 Valley Street Manchester, NH 03103	
1.5 Subrecipient Phone # 603-792-5411	1.6. Account Number 02-20-20-201510- 5017-072-500574	1.7. Completion Date 3/31/2023	1.8. Grant Limitation \$93,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s)	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: ____ / ____ / ____			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____ / ____ / ____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
 - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

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

EXHIBIT B

-METHOD OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$93,000 of the total Grant Limitation from Governor and Council approval or 01/01/2022, whichever is later, to 12/31/2022, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 03/31/2023.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VAWA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

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Date

EXHIBIT C
2022 STOP Violence Against Women Act Formula Grant
Special Conditions

1

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

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

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

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

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

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

2

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

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

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

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Date _____

EXHIBIT C

throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

3 Requirement to report potentially duplicative funding

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

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

4 Requirements related to System for Award Management and unique entity identifiers

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

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

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

5 Employment eligibility verification for hiring under the award

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

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

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Date _____

EXHIBIT C

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

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

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

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

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

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

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

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Date _____

EXHIBIT C

8

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

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

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9

Determinations of suitability to interact with participating minors

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

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

10

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

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

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

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EXHIBIT C

11 OVW Training Guiding Principles

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

12 Effect of failure to address audit issues

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

13 Potential imposition of additional requirements

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all

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Date _____

EXHIBIT C

applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17 Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the

enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

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

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

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

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19 Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

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

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

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

20 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it

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will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required

internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

21

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

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

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

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22 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text

messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award,

the subrecipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

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

24 Availability of general terms and conditions on OVW website

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

25 Compliance with statutory and regulatory requirements

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

26 Compliance with solicitation requirements

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions

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(FAQs) on the OVW website

(<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

27 VAWA 2013 nondiscrimination condition

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

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

28 Misuse of award funds

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

29 Limitation on use of funds to approved activities

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless the NHDOJ Grants Management Unit determines that any of these activities are out of scope or unallowable.

The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

30 Non-supplantation

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

31 Confidentiality and information sharing

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and

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maintaining documentation of compliance, such as policies and procedures for release of victim information.

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

32

Activities that compromise victim safety and recovery or undermine offender accountability

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their

children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

33

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

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

34

Termination or suspension for cause

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

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35 Performance progress reports and final report submission

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

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

36 Subrecipient program income

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

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

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

37 Subrecipient product monitoring

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

38 Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

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

39 Copyrighted works

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

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

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

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

40 Consultant compensation rates

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

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

41 Required SAM and FAPIIS reporting

The subrecipient must comply with any and all applicable requirements regarding

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reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIS within SAM are posted on the OVW web site at:

<https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

42 Ongoing compliance with statutory certifications

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims).

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

43 Requirements for subrecipients providing legal assistance

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

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

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

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local,

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territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

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

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

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EXHIBIT D

EEOP Reporting

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

Manchester Police Department has completed the EEO reporting tool certification

form at: https://ojp.gov/about/ocr/faq_eeop.htm on _____ [Date]

And that _____ [*responsible official*] has completed the
EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

_____ [*date*]

I further certify that: Manchester Police Department will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: _____

Date: _____

EXHIBIT E

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3) <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

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

The Manchester Police Department certifies that any funds awarded through **grant number 2022VAW15** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: _____

Signature: _____

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT F

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

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

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

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

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

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

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

3. FEDERAL TAXES

- A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name and Title of Head of Agency

Signature

Date

Name and Address of Agency

EXHIBIT G

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



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

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

(A) In general

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

(B) Nondisclosure

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

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

EXHIBIT G

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

(C) Release

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

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

(D) Information sharing

(i) Grantees and subgrantees may share—

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

(ii) In no circumstances may—

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

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

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

EXHIBIT G

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

Typed Name of Authorized Representative

Title

Telephone Number _____

Signature of Authorized Representative

Date Signed

Agency Name

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

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



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

October 19, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: NIBRS Crime Statistics Software

Attached is a State of New Hampshire Department of Justice Grant Award totaling \$100,000.00 for the NIBRS Crime Statistics Software project.

This grant is for 10/01/2021 to 12/31/2023.

The funds breakdown is as follows:

Other - \$100,000.00

Please process this as a project for approval.

Sincerely,

Steven L. Hoeft
Business Service Officer

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

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 411722

Project Year: 2022

CIP Resolution: 6/8/2021

Title: NIBRS Crime Statistics Software

Amending Resolution: 12/7/2021

Administering Department: Police Department

Revision:

Project Description:

Manchester Police will use sub-awarded grant funding to implement a modern, easily navigable, open portal for the reporting of Manchester NIBRS Crime statistics. This portal will allow any member of the community to access, research, and better understand crime and public safety issues in the City. The project adds transparency and helps better inform the public. Using these funds, data dashboards will be designed and deployed that show aggregated crime data using NIBRS fields.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	10/01/2021
2.	Project Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$100,000.00	\$0.00	\$0.00	\$100,000.00
TOTAL	\$100,000.00	\$0.00	\$0.00	\$100,000.00

Revisions:**Comments:** Source of Funds: NH Department of Justice

Planning Department/Startup Form - 07/1/20

\$100,000.00

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Thousand Dollars (\$100,000) for the FY 2022 CIP 411722 NIBRS Crime Statistics Software.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Department of Justice to implement a modern, easily navigable, open portal for the reporting of Manchester NIBRS Crime statistics.;

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

By adding:

FY 2022 CIP 411722 NIBRS Crime Statistics Software - \$100,000 STATE

Resolved, that this Resolution shall take effect upon its passage

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Manchester Police Department		1.4. Subrecipient Address 405 Valley St, Manchester NH 03103	
1.5 Subrecipient Phone # 603-668-8711	1.6. Account Number 02-20-20-201510-5013	1.7. Completion Date 09/30/2023	1.8. Grant Limitation \$ 100,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s)	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: ____ / ____ / ____			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____ / ____ / ____			

2.SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Andre R. Parent
Chief of Department



Matthew A. K. Lamothe
Assistant Chief

City of Manchester
Fire Department

TO: Alderman Cavanaugh, CIP Committee Chair
FROM: Chief Andre R. Parent
DATE: October 26, 2021
RE: 2019 Hazmat Grant

I am requesting permission to accept grant funding in the amount of \$24,530.00 from the State of NH for the 2019 SHSP Hazmat Team grant. These funds will go towards purchasing EMD PPE, maintenance support and software renewal. This grant does not require the City to match funds. I appreciate your attention to this matter.

CIP BUDGET AUTHORIZATION

CIP#: 411822

Project Year: 2022

CIP Resolution: 6/8/2021

Title: 2019 Hazmat Grant

Amending Resolution: 12/7/2021

Administering Department: Fire Department

Revision:

Project Description: Fire Dept has been awarded a Hazmat grant in the amount of \$24,530 to purchase EMD PPE, maintenance support and software renewal.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	3/31/2021
2.	Project Completion	8/31/2022
3.		
4.		
5.		
		8/31/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$24,530.00	\$0.00	\$0.00	\$24,530.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$24,530.00	\$0.00	\$0.00	\$24,530.00

Revisions:

Comments: Source of Funds: NH Dept of Safety

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Four Thousand Five Hundred Thirty Dollars (\$24,530) for the FY 2022 CIP 411822 2019 Hazmat Grant.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Department of Safety to provide one-time funding to purchase EMD PPE, maintenance support and software renewal.
;

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

By adding:

FY 2022 CIP 411822 2019 Hazmat Grant - \$24,530 STATE

Resolved, that this Resolution shall take effect upon its passage

Bresnahan, Janice

From: Bresnahan, Janice
Sent: Tuesday, March 30, 2021 8:06 AM
To: 'Goonan, Daniel'
Cc: 'rfield@manchesternh.gov'; 'mgeoffrion@manchesternh.gov'; 'Urban-Morin, Pamela'
Subject: 2019 HazMat Grant Award

Good Morning, Chief Goonan –

Thank you for returning the signed award documents for your 2019 Manchester Fire Hazmat grant award in the amount of \$24,530.00. This is your formal “ok to proceed” e-mail.

Have a great day,

Janice

Janice Bresnahan
NH Department of Safety
Grants Management Bureau
TEL: 603-271-4299
FAX: 603-271-7660
E-MAIL: Janice.D.Bresnahan@DOS.NH.GOV

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. This communication may contain material protected by law. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited and may be subject to criminal prosecution. If you have received this e-mail in error, please immediately notify me by telephone at 603/271-4299. You will be reimbursed for reasonable costs incurred in notifying us.

State of New Hampshire

emailed
again to
Meghan Q
2-3-2021

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR.
PERRY E. PLUMMER
ASSISTANT COMMISSIONERS

DEPARTMENT OF SAFETY

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

Tel: (603) 223-3889
Speech/Hearing Impaired
TDD Access Relay NH 1-800-735-2984

October 15, 2019

Chief Dan Goonan
Manchester Fire Hazardous Materials Team
100 Merrimack Street
Manchester, NH 03101

Re: 2019 Homeland Security Grant Program Award – HazMat

Dear Chief Goonan,

It is my pleasure to inform you that upon review of your 2019 Homeland Security Grant Application for Manchester HazMat Team for HazMat equipment has been awarded in the amount of \$24,530.00. These funds are awarded under the State Homeland Security Program (SHSP) portion of the 2019 Homeland Security Grant Program (HSGP) for the purchase of eligible equipment as described in your application. Please refer to the attached "Approved Items Checklist" when submitting reimbursement requests and identify the items you have purchased.

These grant awards are subject to federal program requirements and special conditions. Enclosed are your Sub-Recipient Information Reporting Form, federal grant terms and conditions, special conditions requirements, lobbying certification and acceptance of audit requirement forms. All signature forms must be returned to the Grants Management Unit within thirty (30) days of the date of this letter. Special conditions requirements must be responded to within forty-five (45) days of the date of this letter. In addition, this project must be implemented within 60 days following the grant award effective date or be subject to automatic cancellation of the grant. Failure to meet these requirements may result in a delay in reimbursement or cancellation of your grant award. **Please make note of the new Special Condition requirement for the Nationwide Cybersecurity Review that must be completed prior to December 1, 2019 per DHS/FEMA requirements.**

Additional information is also available at <https://www.nh.gov/safety/divisions/homeland/2019/index.html>. We, at the Department of Safety, look forward to this opportunity to work diligently with local first responders, public safety officials, and other local and state officials and agencies to prepare and protect our citizens. It is our hope that we will never have to apply these skills, or use this equipment; however, we will work together to ensure that our ability to do so will be keen.

Sincerely,

Pamela Urban-Morin
Grants Administrator

cc: Robert Field, Training Officer

SPECIAL CONDITIONS – FFY 2019

SUBGRANTEE: Manchester HazMat Team

GRANT AWARD AMOUNT: \$24,530.00

GRANT TITLE: HazMat Equipment

GRANT AWARD DATE: 10/15/19

GRANT PROGRAM: SHSP

CFDA#: 97.067

DHS Grant Award Number: Grant Award: EMW-2019-SS-00053-S01

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO ***WITHIN THIRTY (30) DAYS*** FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON August 31, 2022.** Accordingly per DHS/FEMA- Office of Financial & Grants Management guide: page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.

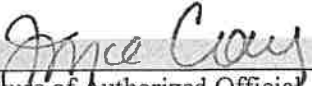
BY SIGNING THIS FORM YOU AGREE TO THE CONDITIONS OF THIS GRANT.

* * * * *

1. Please note the following special conditions for your grant award:

- a. Indicate which of the following is true regarding the project funded with these Homeland Security dollars **by circling the correct selection (circle only one).**
 - i. ☒ Sustaining or maintaining a capability acquired with federal homeland security funding;
 - ii. Sustaining or maintaining a capability acquired without federal homeland security funding; or
 - iii. Developing or acquiring a new core capability.
- b. Per 2019 Grant Guidance, please provide your DUNS number here: 160246856
- c. **All recipients are required to complete the 2019 Nationwide Cybersecurity Review (NCSR) prior to December 1, 2019.** The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for your organization should complete the NCSR. If there is not CIO, or CISO, the most senior cybersecurity professional should complete the NCSR. Registration is required at <https://www.cisecurity.org/ms-isac/services/ncsr/> and once credentials are received the NCSR must be completed at <https://gcr.archer.rsa.com> using Instance Number 20244. Please reference the user guide for more information on step-by-step instructions for logging in and completing the assessment. The user guide can be found at the following location: <https://www.cisecurity.org/wp-content/uploads/2019/08/NCSR-General-User-Guide.pdf> Please forward a certificate of completion for your organization to the GMU office when completed in order to clear this special condition by 12/1/19. ****See attachment for instructions**
- d. ***The following must be submitted in order for you to be considered for an award:***
 - i. Hazmat Teams **must** submit a list of current command staff and team members.
- e. No purchase of this equipment can be made until it is determined if an EHP review is required. If it is, no purchase can be made until an EHP approval is received. As stated in the AEL: "Certain products in this category have been identified as requiring an Environmental and Historic Preservation (EHP) review. EHP documents are located at the following website: <https://www.nh.gov/safety/divisions/homeland/2019/index.html> and must be completed and submitted electronically to Pamela.Urban-Morin@dos.nh.gov.
- f. Per 2 CFR 208 and Subpart D, the organization must submit its most recent audit to be subject to a risk assessment testing for fiscal practices and capabilities. This must be submitted within 15 days of the date of this award and may necessitate the addition of more special conditions to this award accordance with the results of the standard risk assessment review. This grant is not VALID until the risk assessment is completed successfully.
Procurement procedures per 2 CFR 200.318-326 must be followed and documentation attached must be submitted to DOS-GMU prior to any purchase as outlined.

2. **Project Implementation:** The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. For projects subject to EHP/NEPA, NO work can begin until EHP/NEPA approvals are granted. DOS-GMU will advise sub-recipient of the approval once received. DOS-GMU reserves the right to verify project start date. All projects must be completed at least 30 days prior to end of the grant period as specified on the Grant Special Conditions page. No work may be completed or be eligible for reimbursement if it occurs after the grant period end date.
3. All sub-grantees must comply with the Grant Terms and Conditions included with this award.
4. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2019 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.
5. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: <http://www.dhs.gov/presidential-policy-directive-8-national-preparedness> .
6. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf
7. Recurring costs/fees are not allowable for funding under the 2019 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.



Signature of Authorized Official



Signature of Program Manager/Contact

2/4/21

Date

02/03/2021

Date

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

SUB-RECIPIENT INFORMATION REPORTING FORM

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

Section I **MUST** be completed by applicants seeking federal funding assistance from the Homeland Security Grant.

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name: City of Manchester Fire Department

Address: 100 Merrimack Street

City: Manchester

State: NH

Zip Code: 03101 - 2210
(9 digits required)

Sub-Recipient DUNS Number: 160246856

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

Section II **MUST** be completed if this application seeks federal funds totaling \$25,000.00 or more.

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Sub-Recipient's 5 Most Highly Compensated Officers

Officer Names

Officer Compensation

1.

2.

3.

4.

5.

Comments

PREPARED BY:

Name: Meghan M. Geoffrion

Title: Emergency Management Coordinator

Telephone: (603) 851-1405

Email: mgeoffrion@manchesternh.gov

DATE:

02/03/2021

HS-21 (1/11)

INSTRUCTIONS ON REVERSE SIDE

(OVER)

Article I - Summary Description of Award

The purpose of the FY 2019 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article III - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved.

Article IV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article V - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article VI - DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency.

Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/sites/default/files/publications/dhs-civil-rights-evaluation-tool.pdf>

Article VII - Acknowledgement of Federal Funding from DHS

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

Article VIII - Activities Conducted Abroad

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

Article IX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article X - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

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

Article XII - Civil Rights Act of 1964 - Title VI

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

Part 7.

Article XIII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIV - Copyright

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

Article XV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVI - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XVII - Duplication of Benefits

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

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

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

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

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

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, codified as amended at 15 U.S.C. section 2225.

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

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

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

Article XXVI - Lobbying Prohibitions

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

Article XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

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

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

Article XXIX - Non-Supplanting Requirement

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

Article XXX - Notice of Funding Opportunity Requirements

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

Article XXXI - Patents and Intellectual Property Rights

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

Article XXXII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIII - Rehabilitation Act of 1973

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

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



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

Article XXXV - Reporting Subawards and Executive Compensation

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

Article XXXVI - SAFECOM

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

Article XXXVII - Terrorist Financing

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

Article XXXVIII - Trafficking Victims Protection Act of 2000

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

Article XXXIX - Universal Identifier and System for Award Management

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

Article XL - USA Patriot Act of 2001

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

Article XLI - Use of DHS Seal, Logo and Flags

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

Article XLII - Whistleblower Protection Act

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

Article XLIII - Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered,

applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (Frago) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

NH Department of Safety HSGP Special Grant Terms and Conditions 2019

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

1. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FFY 2019 U.S. Department of Homeland Security, Grant Program Guidance and Application Kit. The applicant assures that it will comply and all its subrecipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2019 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.
2. **Freedom of Information Act (FOIA):** FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.
3. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
4. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as 2 CFR 200.310-316 and 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to DOS, if requested.
 - a. **Buy American Act SEE ARTICLE II herein) :** In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest
5. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.
6. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.

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7. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
8. **Conflict Of Interest:** Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but insure that a local policy is in place to comply generalized paraphrased policy sample herein and given below:

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

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

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

Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.
9. **Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$650.00 per day. Permission for costs that exceed \$650 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.
10. **Continuation:** The applicant agrees that if the requested project is funded continuation is not guaranteed.
11. **Contract Requirements:** The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.
12. **Construction Projects:** HSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determination, is available from the following website: <http://www.wdol.gov>.
13. **Data Collection:** The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

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

received financial assistance from DOS, the subrecipient shall reimburse DOS the full amount of the payments made. However, if the services described herein are partially performed, and the subrecipient has previously received financial assistance, the subrecipient shall proportionally reimburse DOS for payments made.

23. **Property Control:** Effective control and accountability must be maintained for all personal property. Subrecipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property. Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CFR 200.310-200.316): Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the grantee or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- Disposition. Must be reported to Grants Management and completed in accordance with 2 CFR 200. In cases where a grantee or subrecipient fails to take appropriate disposition actions, the awarding agency may direct the grantee or subrecipient to take excess and disposition actions.
- Federal equipment. In the event a grantee or subrecipient is provided federally-owned equipment:
- (1) Title will remain vested in the Federal Government.
 - (2) Grantees or subrecipients will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
 - (3) When the equipment is no longer needed, the grantee or subrecipient will request disposition instructions from the Federal agency.
- Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:
- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
 - (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
 - (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.
- Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:
- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
 - (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200

- (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.
24. **Records:** The applicant will give the grantor agency or the DHS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
25. **Recording and Documentation of Receipts and Expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
26. **Reports:** The subrecipient shall submit, at such times and in such form as may be prescribed, such reports as DOS may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.
27. **Final and fiscal close-out Report:** The report is in addition to the cumulative progress reports and is also due 30 days after the end of the grant period.
28. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved. Re: Property records see as previously noted in this section: Subrecipients agree to follow the terms of 2 CFR 200.317 - 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CFR 200.310-200.316):
29. **Suspension or Termination of Funding:** DOS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subrecipient for any of the following reasons:
- Failure to comply substantially with requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law;
 - Failure to adhere to the requirements, standard conditions or special conditions;
 - Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
 - Failure to submit reports;
 - Filing a false certification in this application or other report or document;
 - Other good cause shown.
30. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subrecipient's approved project plan and budget. Items must be in the subrecipient's approved grant budget in order to be eligible for reimbursement.
31. **Utilization of Minority Businesses:** Subrecipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
32. **Written Approval of Changes:** Any mutually agreed upon changes to this sub grant must be approved, in writing, by DOS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Reporting Requirement: Typing of Equipment and Training:

Ongoing HSGP Guidance, FOA, and NOFAs require that all where applicable grantees report equipment purchases and the typed capability the equipment supports (where such typing guidance exists); the number of people trained in a given capability to support a reported number of defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 USAR Teams); and the total number of a defined type of resource and capabilities built utilizing the resources of this grant. Grantees will specify the number of resources, capability supported, whether it is a NIMS or State/local typed resource, the cost, and whether the resource sustains current capabilities or adds new capabilities. The resources should be reported only after equipment is delivered or after training has occurred and the corresponding grant funds have been expended. GMU will advise further on format for reporting upon grant award.

As a condition of the receipt of these funds:

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

Tracking of Equipment:

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

Equipment valued over \$5,000:

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

Certification by Official Authorized to Sign

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

Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to **supplement** (add to) existing funds, and will not **supplant** (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post

award monitoring, and the audit. DHS/FEMA I.B. 379 allows as well as FP-205-402-125-1 which apply to maintenance and sustainment of grant or in some cases non- grant acquired capabilities with specific definitions. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds. Supplanting funds is loosely defined (for these purposes) as using federal grant money to "replace" or "take the place of" existing local funding for equipment or programs. The funds are intended to provide local entities with **increased or in 2019 sustained capabilities** or to build capacity to address CBRNE/WMD terrorist incidents.

National Incident Management System (NIMS) Implementation Prior to allocation of any Federal preparedness awards in FY 2019, recipients must ensure and maintain adoption and implementation of NIMS. FEMA describes the specific activities involved in NIMS implementation in the NIMS Implementation Objectives (<https://www.fema.gov/implementation-guidance-and-reporting>). Incident management activities require carefully managed resources (personnel, teams, facilities, equipment and/or supplies). Utilization of the standardized resource management concepts such as typing, credentialing and inventorying promote a strong national mutual aid capability needed to support delivery of core capabilities. Recipients should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is on DHS/FEMA's website under <http://www.fema.gov/resource-management-mutual-aid>.

CERTIFICATION BY PROGRAM MANAGER/CONTACT*

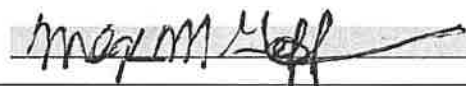
I certify that: (1) I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; (2) I understand and agree to comply with provisions of the regulations governing these funds and all other federal and state laws; (3) all information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

Name: Meghan Geoffrion Title: Emergency Management Coordinator

Agency: City of Manchester Fire Department Mailing Address: 100 Merrimack Street

Phone Number: (603) 851-1405 Manchester, NH 03101

Fax Number: (603) 669-7707 E-Mail Address: MGeoffrion@manchesternh.gov

Signature: 

CERTIFICATION BY FINANCIAL OFFICER*

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

Name: Melissa Paulhamus Title: Administrative Services Manager

Agency: City of Manchester Fire Department Mailing Address: 100 Merrimack Street

Phone Number: (603) 669-2256 Manchester, NH 03101

Fax Number: (603) 669-7707 E-Mail Address: MPaulhamus@manchesternh.gov

Signature: 

CERTIFICATION BY AUTHORIZED OFFICIAL*

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

Name: Joyce Craig

Title: Mayor

Agency: City of Manchester

Mailing Address: 1 City Hall Plaza

Phone Number: (603) 624-6455

Manchester, NH 03101

Fax Number: (603) 624-6481

E-Mail Address: JCraig@manchesternh.gov

Signature: _____

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

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

Initials of Authorized Official JC

Date: 2/4/21

CERTIFICATION BY AUTHORIZED OFFICIAL*

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

Name: Joyce Craig

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Manchester	DATE SUBMITTED 02/03/2021

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

**ACCEPTANCE OF AUDIT REQUIREMENTS
FFY 2019 Homeland Security Grant Program**

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

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

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

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

Beginning: July 1, 2020 Ending: June 30, 2021
date date

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

Date: March 31, 2021

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Uniform Guidance 2 CFR 200.

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

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

Signatures: Dated _____

Meghan Geoffrion
Program Director

Melissa Paulhamus
Financial Officer

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

Meghan Geoffrion
Print Name

Melissa Paulhamus
Print Name

Joyce Craig
Print Name

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



Commission
Scott R. Spradling, *Chairman*
Charlie Sherman
Manny Content
Eva Castillo
John G. Cronin

CITY OF MANCHESTER
Police Department

November 1, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: MedEvac Emergency Rescue and Response Vehicle

Attached is the State of New Hampshire, Department of Safety Homeland Security Grant Award in the amount of \$378,771 for a new MedEvac Emergency Rescue and Response Vehicle.

The dates for this grant is 11/1/2021 to 8/31/2024.

The funds breakdown is as follows:

Equipment - \$378,771.00

Please process this as a project for approval.

Sincerely,


Steven L. Hoeft
Business Service Officer

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

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



CIP BUDGET AUTHORIZATION

CIP#: 411922

Project Year: 2022

CIP Resolution: 6/8/2021

Title: 2021 Homeland Security Grant

Amending Resolution: 12/7/2021

Administering Department: Police Dept

Revision:

Project Description: To purchase a new MedEvac Emergency Rescue and Response Vehicle.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	11/01/2021
2.	Project Completion	8/31/2024
3.		
4.		
5.		
		8/31/2024

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$378,771.00	\$0.00	\$0.00	\$378,771.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$378,771.00	\$0.00	\$0.00	\$378,771.00

Revisions:**Comments:** Funding Source: State of NH, Department of Homeland Security

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Three Hundred Seventy Eight Thousand Seven Hundred Seventy One Dollars (\$378,771) for the FY 2022 CIP 411922 2021 Homeland Security Grant.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the State of NH, Department of Homeland Security to provide one-time funding to purchase a new MedEvac Emergency Rescue and Response Vehicle;

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

By adding:

FY 2022 CIP 411922 Homeland Security Grant - \$378,771 STATE

Resolved, that this Resolution shall take effect upon its passage

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR.
EDDIE EDWARDS
ASSISTANT COMMISSIONER

DEPARTMENT OF SAFETY

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

Tel: (603) 223-3889
Speech/Hearing Impaired
TDD Access Relay NH 1-800-735-2964

October 28, 2021

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

Re: 2021 Homeland Security Grant Program – MedEval - \$378,771

Dear Chief Aldenberg:

Congratulations! Enclosed is the award package for the above referenced grant. Please review these documents and sign where appropriate. There are 11 attachments, which I have outlined below.

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

REMINDER: Do not undertake any activities related to your application at this time. Any work outside of the official grant performance period cannot be reimbursed. Work completed before the final execution of the grant documents is also prohibited. Several of the special conditions must be fulfilled before any grant work can begin. Once you review the grant award documents, sign them, and return them to my office, you will be given an official "OK to Proceed" in writing from my office via e-mail. At that time, you may begin your project. Note that bids cannot be posted until you have an OK to Proceed.

Here is a list of the attachments. Signatures and or initials are needed on #s: 1, 2, 3, 4, 5, at this time 6, 7, 8, 10 and 11 are for reference.

1. Local Special Conditions
2. Terms and Conditions
3. FFATA Form
4. Lobbying Assurance 424b
5. Acceptance of Audit Requirements
6. Procurement Method \$0 to \$10,000
7. Procurement Method \$10,001 to \$250,000
8. Sole Source Procurement
9. List of Items to be Purchased
10. Cyber Survey background sheet
11. Town Manager vs Town Administrator

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

Best regards,

A handwritten signature in black ink, appearing to read 'Pamela Urban-Morin', written in a cursive style.

Pamela Urban-Morin
Grants Administrator

SPECIAL CONDITIONS – FFY 2021

SUBGRANTEE: Manchester Police Department

GRANT AWARD AMOUNT: \$378,771

GRANT TITLE: MedEvac

GRANT AWARD DATE: 10/28/2021

GRANT PROGRAM: SHSP

CFDA#: 97.067

DHS Grant Award Number: Grant Award: EMW-2021-SS-00049-S01

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO ***WITHIN THIRTY (30) DAYS*** FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON August 31, 2024**. Accordingly per DHS/FEMA- Office of Financial & Grants Management guide: page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.

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

* * * * *

1. Please note the following special conditions for your grant award:
 - a. Indicate which of the following is true regarding the project funded with these Homeland Security dollars **by circling the correct selection (circle only one)**.
 - i. Sustaining or maintaining a capability acquired with federal homeland security funding;
 - ii. Sustaining or maintaining a capability acquired without federal homeland security funding; or
 - iii. Developing or acquiring a new core capability.
 - b. Per 2021 Grant Guidance, please provide your DUNS number here:
 - c. No purchase of this equipment can be made until it is determined if an EHP review is required. If it is, no purchase can be made until an EHP approval is received. As stated in the AEL: "Certain products in this category have been identified as requiring an Environmental and Historic Preservation (EHP) review. EHP documents are located at the following website (scroll to bottom of page under FY 2021 EHP/NEPA Guidance): <https://www.nh.gov/safety/divisions/homeland/2021HomelandSecurityGrant.html> and must be completed and submitted electronically to Pamela.Urban-Morin@dos.nh.gov.
 - d. Per 2 CFR 208 and Subpart D, the organization must submit its most recent audit to be subject to a risk assessment testing for fiscal practices and capabilities. This must be submitted within 15 days of the date of this award and may necessitate the addition of more special conditions to this award accordance with the results of the standard risk assessment review. This grant is not VALID until the risk assessment is completed successfully.
 - e. Sub-recipients for the FY21 State Homeland Security Program (SHSP) awards are required to complete the 2021 Nationwide Cybersecurity Review (NCSR) and **submit a copy of the Completion Certificate to the Grants Management Bureau**. More information regarding this requirement can be found at [Nationwide Cybersecurity Review \(NCSR\) \(cisecurity.org\)](https://www.cisecurity.org/ms-isac/services/ncsr/) – <https://www.cisecurity.org/ms-isac/services/ncsr/> Note: This site closes on February 28, 2022.
 - f. Procurement procedures per 2 CFR 200 must be followed and documentation attached must be submitted to DOS-GMB prior to any purchase as outlined.
2. **Equipment:** The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Bureau." Additionally, when practicable, any equipment purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Bureau and U.S. Department of Homeland Security.
3. **Project Implementation:** The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. For projects subject to EHP/NEPA, NO work can begin until EHP/NEPA approvals are granted. DOS-GMB will advise sub-recipient of the approval once received. DOS-GMB reserves the right to verify project start date. All projects must be competed at least

30 days prior to end of the grant period as specified on the Grant Special Conditions page. No work may be completed or be eligible for reimbursement if it occurs after the grant period end date.

4. All sub-grantees must comply with the Grant Terms and Conditions included with this award.
5. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2021 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.
6. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: <http://www.dhs.gov/presidential-policy-directive-8-national-preparedness> .
7. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf
8. All SHSP sub-grantees must, when appropriate, engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines. Grantees are encouraged to integrate with the Citizens' Corp from their local area. Contact VolunteerNH!
9. Recurring costs/fees are not allowable for funding under the 2021 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.

Signature of Authorized Official

Date

Signature of Program Manager/Contact

Date

Fiscal Year 2021: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

Article I • Summary Description of Award

The purpose of the FY 2021 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the OHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,602,500, and Operation Stonegarden (OPSG) funding in the amount of \$180,000. The following counties shall receive OPSG subawards for the following amounts: Coos, \$180,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

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

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the OHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article V - Universal Identifier and System of Award Management

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

Article VI - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VII - SAFECOM

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

Article VIII - Rehabilitation Act of 1973

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

Article IX - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain

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Initials of Authorized Official_____

Date:_____

Fiscal Year 2021: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article X - Acknowledgement of Federal Funding from DHS

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

Article XI - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XII -Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIII - Civil Rights Act of 1964 - Title VI

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

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

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

Article XV - Notice of Funding Opportunity Requirements

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

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

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

Article XVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMNGMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

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Date:_____

Fiscal Year 2021: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

Article XVIII - Non-Supplanting Requirement

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

Article XIX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XX - Federal Leadership on Reducing Text Messaging while Driving

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

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

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by OHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the OHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must

complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPO) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, OHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XXII - OHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by OHS.
2. Recipients must give OHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by OHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate OHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from OHS must complete the *OHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the OHS Civil Rights Evaluation Tool from OHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials,

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Initials of Authorized Official _____

Date: _____

Fiscal Year 2021: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

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

The OHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XXIII • Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. OHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the OHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidancejune2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article XXIV • Civil Rights Act of 1968

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

Article XXV • Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by OHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or other excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVI • Activities Conducted Abroad

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

Article XXVII - Energy Policy and Conservation Act

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

Article XXVIII - Procurement of Recovered Materials

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

Article XXIX - Homeland Security Grant Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with

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Initials of Authorized Official_____

Date:_____

Fiscal Year 2021: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article XXX - Terrorist Financing

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

Article XXXI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXXII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXXIII - Duplication of Benefits

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

Article XXXIV - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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

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

Article XXXVI - Lobbying Prohibitions

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

Article XXXVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXVIII - Federal Debt Status

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

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

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

Article XL - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

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

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

Article XLII • Copyright

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

Article XLIII - Reporting Subawards and Executive Compensation

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

Article XLIV - Use of DHS Seal, Logo and Flags

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

Article XLV • Whistleblower Protection Act

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

Article XLVI • Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

OHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 4248 Assurances - Non-Construction Programs, or OMB Standard Form 4240 Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the OHS financial assistance office (OHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the OHS FAO if you have any questions.

OHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by OHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article XLVII • Patents and Intellectual Property Rights

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

2021 DHS/FEMA Non Profit Security Grant Program General State/Federal Grant Terms and Conditions pages 7-14:

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

1. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FFY 2021 U.S. Department of Homeland Security, Grant Program Guidance and Application Kit. The applicant assures that it will comply and all its sub-recipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2021 Nonprofit Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.
2. **Freedom of Information Act (FOIA):** FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.
3. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
4. **Bidding Requirements:** The subrecipient must comply with proper competitive bidding procedures as 2 CFR 200.310-316 and 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than \$5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is \$5,000 or more, bids must be submitted to DOS, if requested.

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- a. Buy American Act SEE ARTICLE II herein) : In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest
5. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.
6. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
7. **Compliance Agreement:** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
8. **Conflict Of Interest:** Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but insure that a local policy is in place to comply generalized paraphrased policy sample herein and given below:
Advice: No official or employee of a state or unit of local government or of non-government grantees/subrecipients shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subrecipients shall avoid any action which might result in, or create the appearance of the following:
- Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; and/or
 - Adversely affecting the confidence of the public in the integrity of the government or the program.
- Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.
9. **Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, **not to exceed the maximum of \$650.00 per day. Permission for costs that exceed \$650 per day in total will need to be granted by DOS who must seek approval for DHS/FEMA for an increased rate.**
10. **Continuation:** The applicant agrees that if the requested project is funded continuation is not guaranteed.
11. **Contract Requirements:** The applicant agrees that no contract or agreement may be entered into by the subrecipient for execution of project activities or provision for services to a sub grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the subrecipient will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the subrecipient.
12. **Construction Projects:** NSGP Program is effectively considered a non-construction program. However, subrecipients using funds for ancillary construction projects/work must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 et seq.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determination, is available from the following website: <http://www.wdol.gov>.
13. **Data Collection:** The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

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

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Subrecipients agree to follow the terms of 2 CFR 200.317 – 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CFR 200.310-200.316): Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the grantee or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. Must be reported to Grants Management and completed in accordance with 2 CFR 200. In cases where a grantee or subrecipient fails to take appropriate disposition actions, the awarding agency may direct the grantee or subrecipient to take excess and disposition actions.

Federal equipment. In the event a grantee or subrecipient is provided federally-owned equipment:

- (1) Title will remain vested in the Federal Government.
- (2) Grantees or subrecipients will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
- (3) When the equipment is no longer needed, the grantee or subrecipient will request disposition instructions from the Federal agency.

Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
- (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
- (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

Right to transfer title. The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfers shall be subject to the following standards:

- (1) The property shall be identified in the grant or otherwise made known to the grantee in writing.
- (2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.
- (3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

24. **Records:** The applicant will give the grantor agency or the DHS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

25. **Recording and Documentation of Receipts and Expenditures:** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

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

As a condition of the receipt of these funds:

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

Tracking of Equipment:

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

Equipment valued over \$5,000:

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

Certification by Official Authorized to Sign

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination

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

Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that federal Homeland Security grant funds will be used to **supplement** (add to) existing funds, and will not **supplant** (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit. DHS/FEMA I.B. 379 allows as well as FP-205-402-125-1 which apply to maintenance and sustainment of grant or in some cases non- grant acquired capabilities with specific definitions. Applicants and/or grantees will be/may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons OTHER than the receipt or expected receipt of federal Homeland Security grant funds. Supplanting funds is loosely defined (for these purposes) as using federal grant money to “replace” or “take the place of” existing local funding for equipment or programs. The funds are intended to provide local entities with **increased or in 2021 sustained capabilities** or to build capacity to address CBRNE/WMD terrorist incidents.

National Incident Management System (NIMS) Implementation

Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA’s website at:

<https://www.fema.gov/emergency-managers/nims/implementation-training>. Please see the: Preparedness Grants Manual for more information on NIMS. Recipients should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is on DHS/FEMA’s website

CERTIFICATION BY PROGRAM MANAGER/CONTACT*

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

Name: _____ Title: _____

Agency: _____ Mailing Address: _____

Phone Number: _____

Fax Number: _____ E-Mail Address: _____

Signature: _____

CERTIFICATION BY FINANCIAL OFFICER*

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

Name: _____

_____ Title: _____

Agency: _____ Mailing Address: _____

Phone Number: _____

Fax Number: _____ E-Mail Address: _____

Signature: _____

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CERTIFICATION BY AUTHORIZED OFFICIAL*

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

Name: _____

Title: _____

Agency: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

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

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

SUB-RECIPIENT INFORMATION REPORTING FORM

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

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

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name:

Address:

City:

State:

Zip Code: _____

(9 digits required)

Sub-Recipient **DUNS Number:**

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

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

SECTION II. SUB-RECIPIENT REVENUE INFORMATION

(Preceding Fiscal Year)

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

☐ Yes

☐ No

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

☐ Yes

☐ No

Sub-Recipient's 5 Most Highly Compensated Officers

Officer Names

Officer Compensation

1.

2.

3.

4.

5.

Comments

PREPARED BY:

DATE:

Name:

Title:

Telephone:

Email:

Instructions for Completing Sub-Recipient Information Reporting Form

Agency/Institution Name & Address

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

Sub-Recipient DUNS Number

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

Sub-Recipient MPIN/CCR Number (not required)

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

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

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

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

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

Sub-Recipient Highly Compensated Officers

- If you checked "no" in the two boxes above, then this information is not required.
- If you checked "yes" in the two boxes above, and if the public does not have access to this information through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Section 78m(a), 780(d)), or Section 6104 of the Internal Revenue Code of 1986, then please list the names and compensation amounts of the five (5) most highly compensated employees within your agency or institution.

Comments

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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

ACCEPTANCE OF AUDIT REQUIREMENTS FFY 2021 Homeland Security Grant Program

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

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

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

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

Beginning: Ending:
date date

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

Date:

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Uniform Guidance 2 CFR 200.

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

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

Signatures: Dated

Program Director

Financial Officer

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

Print Name

Print Name

Print Name

Procurement Method Report \$0.00-\$10,000

Use this form for Procurements (purchases/orders) in the amount of \$0.00-\$10,000.

Subawardee shall accomplish **three (3)** requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature. (Project Manager's signature is adequate certification that competition was done, and that the Subawardee is complying with the most stringent procurement procedures.)

Choose one procurement method: ☐ Federal ☐ State ☐ Local

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subawardee: _____

Grant Award: _____

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

S0.00 - \$10,000.00	
Provide (3) Vendor contacts with Bid Amounts given. Identify selected vendor by placing and "✓" in the box on the left side of the table adjacent to Vendor's Name.	
☐	Vendors Name: Bid Amount:
☐	Vendors Name: Bid Amount:
☐	Vendors Name: Bid Amount:
Justification for Vendor Selection. Please attach any written supporting documents providing justification for vendor selection.	

System for Award Management (SAMS) report is required for selected vendor

SAMS Report is a Mandatory Subawardee Action	
☐	1. Check System for Award Management (SAM) for debarment/suspension.
☐	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

Subawardee Project Manager's Signature

Date

Printed Name and Title

Guidance for Procurement Method

(For reference purposes only)

\$0.00 - \$10,000.00

Subawardee Guidance:

Use reasonable and adequate procedures that ensure fairness to potential bidders and competition commensurate with the circumstances of the procurement considering price, mission requirements, and available competition.

Procurement Method:

Self-assurance and adequate (3) competition must be documented for jurisdiction's grant files and available upon request.

Select the low quote or most advantageous proposal.

Justification:

Must explain why vendor was chosen by completing Justification block must be filled out explain why vendor was chosen.

Award:

Award based on reasonable and adequate procedures.

Regulations: Code of Federal Regulations, State/Local Procurement Rules

2 C.F.R. § 200.320(a), Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (currently set at \$10,000). May be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable. To the extent practicable, micro-purchases should be distributed equitably among qualified suppliers.

Grant Programs Directorate Information Bulletin No. 434 – Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds : Guidance

A. Increases to Micro-Purchase and Simplified Acquisition Thresholds, Effective June 20, 2018. OMB increased the micro-purchase threshold from \$3,500 to \$10,000 and increased the simplified acquisition threshold from \$150,000 to \$250,000. These increases apply to all recipient and subrecipient activities tied to one of these thresholds per the Uniform Guidance, such as procurements or budget approval requests, executed on or after June 20, 2018 for all open financial assistance awards.

B. Increase to Micro-Purchase Threshold and Waivers for Institutions of Higher Education or Related Nonprofit Entities, Effective December 23, 2016.

1. The micro-purchase threshold has been raised from \$3,500 to \$10,000, effective December 23, 2016, only for the following types of recipients or subrecipients: institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutions (institutions). This increase applies to institutions' activities tied to the micro-purchase threshold per the Uniform Guidance, such as procurements, executed on or after December 23, 2016 for all open financial assistance awards.

SAMS Report is a Mandatory Subrecipient Action

Subawardee Instruction:

Check the federally debarred/suspended vendors at System for Award Management at www.sam.gov prior to execution of any procurement or contract (regardless of amount).

Procurement Method Report \$10,000.01-\$250,000.00

Use this form for Procurements (purchases/orders) in the amount of \$10,000.01-\$250,000.00

Subawardees shall accomplish **three (3)** requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature. (Project Manager's signature is adequate certification that competition was done, and that the Subawardee is complying with the most stringent procurement procedures.)

Choose one procurement method: ☐ Federal ☐ State ☐ Local

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subawardee: _____

Grant Award: _____

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

\$10,000.01-\$250,000	
1.	Specifications:
2.	Award Criteria:
3.	Response Due Date:
4.	Provide (3) Vendor contacts with Bid Amounts given. (Must attach copies of written responses). Identify selected vendor by placing and "✓" in the box on the left side of the table adjacent to Vendor's Name.
☐	Vendors Name: Bid Amount:
☐	Vendors Name: Bid Amount:
☐	Vendors Name: Bid Amount:
5.	Justification for Vendor Selection. Please attach all written supporting documents providing justification for vendor selection.

System for Award Management (SAMS) report is required for selected vendor

SAMS Report is a Mandatory Subawardee Action	
☐	1. Check System for Award Management (SAM) for debarment/suspension.
☐	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

Subawardee Project Manager's Signature

Date

Printed Name and Title

Guidance for Procurement Method

(For reference purposes only)

\$10,000.01 to \$250,000.00

Subawardees Guidance:

Procurement Method:

At least three firms or persons shall be contacted in writing for quotes or informal proposals. The solicitation and responses must be written. You must include the specifications (description of what is being purchased), award criteria (how the vendor will be chosen), and date and time responses are due. Postings in electronic media may satisfy the competitive solicitation requirement.

Justification:

Must explain why vendor was chosen by completing Justification block.

Award:

Must be within accordance of the specifications and award criteria in the solicitation to the responsive and responsible bidder providing the lowest quote or most advantageous quote or proposal.

Regulations: Code of Federal Regulations, State / Local Procurement Rules

2 C.F.R. § 200.320(b) : Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (currently at \$250,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number (3) of qualified sources. NOTE: Federal procurement law overrides local or state law if more restrictive.

Grant Programs Directorate Information Bulletin No. 434 – Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds : Guidance

A. Increases to Micro-Purchase and Simplified Acquisition Thresholds, Effective June 20, 2018. OMB increased the micro-purchase threshold from \$3,500 to \$10,000 and increased the simplified acquisition threshold from \$150,000 to \$250,000. These increases apply to all recipient and Subawardee activities tied to one of these thresholds per the Uniform Guidance, such as procurements or budget approval requests, executed on or after June 20, 2018 for all open financial assistance awards.

SAMS Report is a Mandatory Subawardee Action

Subawardee Instruction:

Check the federally debarred/suspended vendors at System for Award Management at www.sam.gov prior to execution of any procurement or contract (regardless of amount).

Procurement Method Report Sole Source / Inadequate Competition

Use this form for Procurements (purchases/orders) that are Sole Source or Inadequate Competition. (Note: this is not the same as a pre-bid contract, if the purchase is using a pre-bid contract please use the appropriate form.)

Subawardees shall accomplish **three (3)** requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature. (Project Manager's signature is adequate certification that competition was done, and that the Subawardee is complying with the most stringent procurement procedures.)

Choose one procurement method: ☐ Federal ☐ State ☐ Local

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subawardee: _____

Grant Award: _____

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

Sole Source/Inadequate Competition	
Vendor:	
Purchase Amount:	
Justification for Vendor Selection – Provide justification for Vendor Selection in the below box. Please attach any written supporting documents providing justification for vendor selection. Explanations of exemptions must contain findings of fact. Evidence must be included, consisting of material facts sufficient to independently determine that the findings of fact listed are true and accurate. Factual evidence may consist of written documents, records, supporting data, affidavits, or other information proving that the findings of fact are true and accurate. Itemized listings of findings of fact and material factual evidence should be included or attached.	

System for Award Management (SAMS) report is required for selected vendor

SAMS Report is a Mandatory Subawardee Action	
☐	1. Check System for Award Management (SAM) for debarment/suspension.
☐	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

Subawardee Project Manager's Signature

Date

Printed Name and Title

Guidance for Procurement Method

(For reference purposes only)

Single Source or Non-Competitive Evidence Guide

- Single source requests must be submitted with **written evidence to support the request.** (CFR 200.320(f))
- Per CFR 200.320(f), the written evidence must support an independent examination and determination of the material facts of the procurement – meaning that anyone should be able to pick up the file, read it, and understand why the decision was made as it was - and must address why:
 - There is a public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (CFR 200.320(f) (2))
 - It is not practical to award a contract using a more competitive method. (CFR 200.300(f)(3))
 - Award of a single source contract is in the state's best interest. (CFR 200.300(f)(4))
- Examples of subject matter experts as used below could be a **program manager/director, division director, IT manager, or other high-level support staff for the program/project.**
- Evidence requirements can and will vary from request to request and the below is not intended to be an all-inclusive list.

Proprietary Product or Service Least Complex

- ✓ Written testimony from the Program Manager and/or subject matter expert(s) clearly describing:
 - *Their name, title, and experience with the program and why this qualifies him/her to speak authoritatively on the matter.*
 - *Why the product or service is needed.*
 - *Why the proprietary product or service is the only one that will work for the program.*
 - *Quantified potential time and/or cost impacts if the product or service were not purchased, like:*
 - *Costs to transition to another product that outweigh any potential savings.*
 - *Investments made in the current product – training, specialized equipment, etc. – that would be lost.*
 - *Voiding existing equipment warranties or maintenance agreements.*
 - *Lack of compatibility.*
 - *Why using a competitive process is not practical.*
- ✓ Written testimony from the vendor clearly describing:
 - *They are the only source of the proprietary product or service.*
 - *They do not offer their product or service through dealers or resellers or, if they do, that the pricing through a dealer or reseller would be the same or higher.*
- ✓ Any documentation and/or records that support an existing agency standard.
- ✓ Copies of any previously approved documents directly related to the project.

Unique Skill/Knowledge

- ✓ Documented research that demonstrates why it's not practical to compete the services. Web search results are often used.
- ✓ Online or newspaper posting stating the intent to award a single source contract, describing the services, and seeking additional vendors and results.
- ✓ Written testimony from the Program Manager and/or subject matter expert(s) clearly describing:
 - *Their name, title, and experience with the program and why this qualifies him/her to speak authoritatively on the matter.*
 - *Why the selected vendor's unique skills and/or knowledge is the best for the program.*
 - *Quantified potential time and/or cost impacts if a different vendor were selected, like:*
 - *Impacts to data/research already performed.*
 - *Taking longer to perform the work.*
 - *Needing X number of hours to come up to the same level of expertise as the requested vendor, costing the state Y amount more.*
 - *Why using a competitive process is not practical.*
- ✓ Written testimony from the vendor clearly describing their unique skill or knowledge and how they came to possess it. (Resume, CV, references, sample work, etc.)
- ✓ Written testimony from other vendors or third parties describing their inability to provide the same unique skill or knowledge and/or supporting the requested vendor.
- ✓ Copies of any previously approved documents directly related to the project.

Guidance for Procurement Method

(For reference purposes only)

Sole Source OR a single vendor response to a non-competitive bid

Subawardees Guidance:

Justification:

Must explain why vendor was chosen by completing Justification block must be filled out explain why vendor was chosen

Procurement Method:

Provide all written supporting documents providing justification of sole source or single vendor selection.

Award:

Must be within accordance of the specifications and award criteria in the solicitation to the responsive, responsible bidder and justification of sole source or single vendor selection.

Regulations: Code of Federal Regulations, State/ Local Procurement Rules

2 C.F.R. § 200.320 (f): Procurement by non-competitive proposals.

State/Local Procurement Rules

SAMS Report is a Mandatory Subawardee Action

Subawardee Instruction:

Check the federally debarred/suspended vendors at System for Award Management at www.sam.gov prior to execution of any procurement or contract (regardless of amount).

Manchester Police Department
2021 Competitive Equipment
Approved Items Checklist
\$378,771.00

Vendor: 177433 B012
Acct: 54100000 500574
Activity: 23HS21SHLC

Final Pymt Date:
Grant Category: SHSP
Grant Expires: 8/31/2024
Audit Period:

Approved			AEL	Reimbursed					
Name of Equipment	Quantity	Cost		Name of Equipment	Quantity	Cost	Vendor	Invoice #	Date
Lenco MedEvac G3	1	378,771.00	12VE-00-						
Total		378,771.00				0.00			

Balance 378,771.00



Overview

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

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

Register for the NCSR

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

Benefits

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

Learn more about the NCSR

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

Questions

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

New Hampshire Local Government Center

Search our Site

NHLGC Home

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

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

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

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

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

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

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

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

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

A: Yes. This is an important distinction between the town manager position and the town administrator position. By adopting the town manager form of government, the legislative body is placing some of the authority that would otherwise be held by the selectmen into the hands of a non-elected official. While the town manager is subject to the direction and supervision of the selectmen, he or she assumes several important duties when appointed. For example, the town manager becomes the administrative head of all town departments and has the authority to hire and fire employees under his or her control and to set their salary. The town manager also has the authority to approve the payment of bills incurred by the departments under his or her supervision. See [RSA 37:6](#) for a complete list of the powers and duties of a town manager.

The town administrator does not have these statutory powers and duties.

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

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

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

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

Q: What happens if there is a vacancy?

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

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

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

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

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

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

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

June 2006, *Town and City*

PO Box 617 • Concord, NH 03301 • 603.224.7447

Emily Gray Rice
City Solicitor

Peter R. Chiesa
Deputy City Solicitor



Gregory T. Muller, Esq.
John G. Blanchard, Esq.
Jeremy A. Harmon, Esq.
Steven J. Ranfos, Esq.
Kathleen Broderick, Esq.
Jessica Cain, Esq.
Amy Manchester, Esq.
Donald F. Shedd, Paralegal.

CITY OF MANCHESTER
Office of the City Solicitor

MEMORANDUM

To: Alderman Kevin Cavanaugh
Chairman, CIP Committee

From: Emily G. Rice
City Solicitor

Date: November 5, 2021

RE: Domestic Violence Prosecutor

New Funding

The City Solicitor's Office has been notified that the State of NH Dept. of Justice awarded the City a Grant in the amount of \$30,000 to support the Domestic Violence Prosecutor position.

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

One City Hall Plaza · Manchester, New Hampshire 03101 · (603) 624-6523 · Fax: (603) 624-6528

TTY: 1-800-735-2964

E-Mail: solicitor@manchesternh.gov · Website: www.manchesternh.gov

CIP BUDGET AUTHORIZATION

CIP#: 412022

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Domestic Violence Prosecutor

Amending Resolution: 12/7/2021

Administering Department: City Solicitor

Revision:

Project Description: Funding to support a Domestic Violence Prosecutor position within the City Solicitor's Office.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

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

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$30,000.00	\$0.00	\$0.00	\$30,000.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$30,000.00	\$0.00	\$0.00	\$30,000.00

Revisions:**Comments:** Funding Source: NH Department of Justice

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Thirty Thousand Dollars (\$30,000) for the FY 2022 CIP 412022 Domestic Violence Prosecutor.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Department of Justice to support a Domestic Violence Prosecutor within the City Solicitor’s Office;

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

By adding:

FY 2022 CIP 412022 Domestic Violence Prosecutor - \$30,000 STATE

Resolved, that this Resolution shall take effect upon its passage

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Office of the City Solicitor, Manchester, NH		1.4. Subrecipient Address One City Hall Plaza, Manchester, NH 03101	
1.5 Subrecipient Phone # 603 624-6523	1.6. Account Number 02-20-20-201510- 5017-072-500574	1.7. Completion Date 3/31/2023	1.8. Grant Limitation \$30,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2 <i>If Applicable</i>		Name & Title of Subrecipient Signor 2 <i>If Applicable</i>	
1.13. Acknowledgment: State of New Hampshire, County of _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s)	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: ____ / ____ / ____			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____ / ____ / ____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
 4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
 6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
 7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
 8. PERSONNEL.
 - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.2. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
 9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- TERMINATION.
- In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
- CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

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

EXHIBIT B

-METHOD OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation from Governor and Council approval or 01/01/2022, whichever is later, to 12/31/2022, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With sufficient reason the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 03/31/2023.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the VAWA Federal Grant Program Rule and Special Conditions as Appendix 1 which is subject to annual review.

EXHIBIT C

2022 STOP Violence Against Women Act Formula Grant Special Conditions

1

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

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

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

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

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

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

2

Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

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

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

Initial _____
Date _____

EXHIBIT C

throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

3 Requirement to report potentially duplicative funding

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

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

4 Requirements related to System for Award Management and unique entity identifiers

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

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

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

5 Employment eligibility verification for hiring under the award

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

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

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

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

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

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

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

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

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

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

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

The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9 Determinations of suitability to interact with participating minors

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

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

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

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

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

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11 OVW Training Guiding Principles

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

12 Effect of failure to address audit issues

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

13 Potential imposition of additional requirements

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all

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applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

17 Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the

enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

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

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

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

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19 Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

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

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

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

20 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the subrecipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it

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will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
a. it represents that--

(1) it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required

internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

21

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

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

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

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22 Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text

messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award,

the subrecipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

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

24 Availability of general terms and conditions on OVW website

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

25 Compliance with statutory and regulatory requirements

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

26 Compliance with solicitation requirements

The subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions

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(FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

27 VAWA 2013 nondiscrimination condition

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

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

28 Misuse of award funds

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

29 Limitation on use of funds to approved activities

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless the NHDOJ Grants Management Unit determines that any of these activities are out of scope or unallowable.

The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

30 Non-supplantation

The subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

31 Confidentiality and information sharing

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and

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maintaining documentation of compliance, such as policies and procedures for release of victim information.

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

32

Activities that compromise victim safety and recovery or undermine offender accountability

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their

children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

33

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

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

34

Termination or suspension for cause

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

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35 Performance progress reports and final report submission

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

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

36 Subrecipient program income

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

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

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

37 Subrecipient product monitoring

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

38 Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement:

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

39 Copyrighted works

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

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

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

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

40 Consultant compensation rates

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

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

41 Required SAM and FAPIIS reporting

The subrecipient must comply with any and all applicable requirements regarding

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reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to FAPIS within SAM are posted on the OVW web site at:

<https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

42 Ongoing compliance with statutory certifications

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims).

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

43 Requirements for subrecipients providing legal assistance

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

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

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

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local,

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territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

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

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

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EEOP Reporting

I, _____ [*responsible official*], certify that the
Office of the City Solicitor, Manchester, NH has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eeop.htm on _____ [Date]

And that _____ [*responsible official*] has completed the
EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:
_____ [date]

I further certify that the Office of the City Solicitor, Manchester, NH will comply with applicable
federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: _____

Date: _____

EXHIBIT E

Non-supplanting Certification

Supplanting defined

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting shall be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds will not be used to supplant State or local funds. See the OJP Financial Guide (Part II, Chapter 3) <http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

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

The Office of the City Solicitor, Manchester, NH certifies that any funds awarded through **grant number 2022VAW10** shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: _____

Signature: _____

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT F

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

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

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

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

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

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

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

3. FEDERAL TAXES

- A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G

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



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

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

(A) In general

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

(B) Nondisclosure

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

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

EXHIBIT G

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

(C) Release

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

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

(D) Information sharing

(i) Grantees and subgrantees may share—

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

(ii) In no circumstances may—

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

(E) Statutorily mandated reports of abuse or neglect

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

(F) Oversight

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

(G) Confidentiality assessment and assurances

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

EXHIBIT G

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

Typed Name of Authorized Representative

Title

Telephone Number _____

Signature of Authorized Representative

Date Signed

Agency Name

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

Matthew Normand
City Clerk



JoAnn Ferruolo
Assistant City Clerk

Lisa McCarthy
Assistant City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

TO: Committee on Community Improvement
Aldermen Cavanaugh, O'Neil, Roy, A. Sapienza, E. Sapienza

FROM: Matthew Normand
City Clerk 

DATE: October 26, 2021

RE: Conservation License Plate Grant Program Award

We are excited to request permission to accept \$10,000.00 in grant funds from the New Hampshire State Library and approve the related CIP project, which has been awarded to the City Clerk's Office through the Conservation License Plate Grant Program (Moose Plate Grant). The Committee on Community Improvement approved the request to apply for these grant funds on April 6, 2021, with the Board of Mayor and Aldermen accepting that recommendation later on April 20, 2021. There is no City funding match requirement with this grant.

Our grant award will be used to restore and digitize historic and one-of-a-kind ledgers of the Board of Mayor and Aldermen. These ledgers document the board's orders from 1864-1953, and cover a wide variety of historical topics, including: bounties related to the Civil War; the construction of schools and bridges; the distribution of smallpox vaccines; and the commissioning of the Lincoln Statue that resides at Memorial High School. Restoration will stabilize and preserve the physical ledgers, and digitization will allow for these records to be freely accessible to the public online. Accepting this grant funding is imperative to the long-term preservation and open access of these historic records.

Thank you for your consideration.

CIP BUDGET AUTHORIZATION

CIP#: 811622

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Document Preservation Project

Amending Resolution: 12/7/2021

Administering Department: City Clerk

Revision:

Project Description:

This grant award will be used to restore and digitize historic and one-of-a-kind ledgers of the Board of Mayor and Aldermen. These ledgers document the board's orders from 1864-1953, and cover a wide variety of historical topics, including: bounties related to the Civil War; the construction of schools and bridges; the distribution of smallpox vaccines; and the commissioning of the Lincoln Statue that resides at Memorial High School. Restoration will stabilize and preserve the physical ledgers, and digitization will allow for these records to be freely accessible to the public online.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	11/1/2021
2.	Project Completion	12/31/2022
3.		
4.		
5.		
		12/31/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$10,000.00	\$0.00	\$0.00	\$10,000.00
TOTAL	\$10,000.00	\$0.00	\$0.00	\$10,000.00

Revisions:**Comments:**

Source of Funds: State of NH, Department of Natural and Cultural Resources, NH State Library

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating funds in the amount of Ten Thousand Dollars (\$10,000) for the FY 2022 CIP 811622 Document Preservation Project.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the State of NH, Department of Natural and Cultural Resources, NH State Library to provide one-time funding to support the document preservation project;

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

By adding:

FY 2022 CIP 811622 Document Preservation Project - \$10,000 STATE

Resolved, that this Resolution shall take effect upon its passage

From: [Shipman, Charles](#)
To: [Intranuovo, Michael](#)
Subject: Moose Plate grant notification
Date: Monday, September 20, 2021 10:26:39 AM

Dear Mr. Intranuovo,

Congratulations! After reviewing this year's Conservation License Plate grant applications, the review committee has voted to fully fund Manchester's document preservation project at \$10,000. A grant agreement is going out in the mail to you today.

Before grant money can be disbursed, we will need three documents:

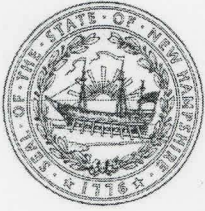
- Grant Agreement. You will receive a grant agreement signed by the State Librarian. This will need to be signed by an authorized signatory and notarized, then returned to the State Library.
- Certificate of Municipality. You'll receive this form along with the grant agreement. It too will need to be filled out, notarized, and returned. Please note that the name at the top of the form ("I ____ hereby certify) should NOT be the same as the person listed in the 2nd paragraph (beginning with **Resolved.**) The 2nd paragraph should be the name of the grant project director.
- Certificate of Insurance Coverage: For municipalities, this form is generally supplied by Primex, the NH Public Risk Management Exchange. Non-profits, such as historical societies, will need to contact their insurance provider.

NOTE: The Certificate of Insurance must show coverage of at least \$1 million for commercial general liability and at least \$1 million for workers' compensation. The Certificate Holder should be listed as NH Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301

Once I have these documents, I can request that 90% of your grant funding be disbursed. In the meantime, if you have any questions, please let me know.

Sincerely,

Charles Shipman
Supervisor, Reference Services
New Hampshire State Library
20 Park St. Concord NH
603-271-3302
Charles.A.Shipman@dn-cr.nh.gov



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
NH STATE LIBRARY

20 Park Street Concord, New Hampshire 03301
Phone: 271-2397 Fax: 271-6826

This agreement between the State of New Hampshire, Department of Natural and Cultural Resources, New Hampshire State Library (hereinafter "State Library") and, the city of **Manchester, New Hampshire** (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions.

1. FUNDING PERIOD: State of New Hampshire Fiscal Year 2021/2022
2. OBLIGATION OF THE GRANTEE
 - 2.1.1. The Grantee agrees to accept **\$10,000.00** and apply the funds to the project described in the Grantee's FY 2021/2022 Moose License Plate Conservation Grant application and budget. In the performance of this grant agreement, the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.
 - 2.1.2. The Grantee agrees to abide by the limitations, conditions, and procedures outlined herein and to perform grant activities as outlined in its grant application and project budget. If appropriated funds for this grant program are reduced or terminated (including a reduction by the NH Conservation License Plate Advisory Committee), all payments under this grant may cease. That determination rests within the sole discretion of the Commissioner of Cultural Resources.
3. ACKNOWLEDGEMENT: Funding credit must appear in all programs, publicity, and promotional materials. The following wording is suggested.

"This preservation project has been made possible through funds received from the sale of the New Hampshire Moose Conservation License Plate and administered by the New Hampshire State Library, a division of the New Hampshire Department of Cultural Resources."
4. PAYMENT: Payment will be made upon the acceptance of this grant agreement in the amount of ninety percent (90%) and in the amount of ten percent (10%) upon the acceptance of final grant reports.
5. FINAL GRANT REPORTS: The Grantee agrees to submit final narrative and financial reports on a form provided by the State Library by **December 31, 2022**. Failure to submit final reports will render the Grantee ineligible for future Conservation License Plate Grant funding within the NH Department of Cultural Resources.
6. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.
7. SIGNATURES:

New Hampshire Department of Natural and Cultural
Resources

Michael C. York 9/17/21
Michael C. York, State Librarian Date

Grantee

Organization: _____

Address: _____

Printed name and title of Authorized Signatory

Authorized Signature

Date

NOTARY

State of New Hampshire, County of _____

Subscribed before me this day _____

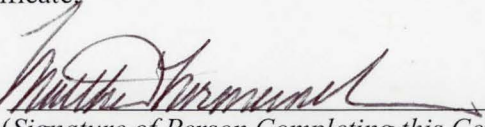
Municipality Certification of Authority

I, _____ (Name), **hereby certify** that I am duly elected Clerk/Secretary of _____ (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on _____, 20 __, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That _____ (Name and Title of Official) is duly authorized to enter into contracts or agreements on behalf of _____ (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of _____, 20 __. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: _____

ATTEST: 
(Signature of Person Completing this Certificate)

STATE OF _____

COUNTY OF _____

On this the ___ day of _____, 20 __, before me _____, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Justice of the Peace / Notary Public

My Commission Expires:

Andre R. Parent
Chief of Department



Matthew A. K. Lamothe
Assistant Chief

City of Manchester
Fire Department

TO: Alderman Cavanaugh, CIP Committee Chair
FROM: Chief Andre R. Parent
DATE: October 26, 2021
RE: ARPA- Emergency Management Coordinator

I am requesting permission to have the line items in the above mentioned project re-allocated. When the project was originally set up, all of the funds were put into the salary line item. There are fringe benefits (city retirement, FICA, health, dental, life and disability) associated with this position. Although these are non-departmental items that do not affect my budget, the City needs to be reimbursed for these expenses. Thank you for your attention to this matter.

CIP BUDGET AUTHORIZATION

CIP#: 410422

Project Year: 2022

CIP Resolution: 6/8/2021

Title: ARPA - Emergency Management Coordinator

Amending Resolution: 12/7/2021

Administering Department: Fire Dept

Revision: #1

Project Description: Extend the funding for Emergency Management Coordinator through 2026.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed: Yes

Completed:

Critical Events

1.	Project Initiation	8/1/2021
2.	Project Completion	12/31/2026
3.		
4.		
5.		
		12/31/2026

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$381,332.08	\$0.00	\$0.00	\$381,332.08
Fringes	\$220,186.72	\$0.00	\$0.00	\$220,186.72
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$601,518.80	\$0.00	\$0.00	\$601,518.80

Revisions:

Funds transferred from CIP # 810622.

Revision #1-Line item adjustment.

Comments:

Funding from the US Dept of Treasury.

Planning Department/Startup Form - 07/1/20

\$601,518.80

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Chief Operations Officer

Jaime L. Hoebeke, MPH, MCHES
Chief Strategy Officer



BOARD OF HEALTH

Reverend Richard D. Clegg
Stephanie P. Hewitt, MSN, FNP-BC
Ellen Tourigny, MEd
Tanya A. Tupick, DO

CITY OF MANCHESTER
Health Department

To: Alderman Kevin Cavanaugh, Chairman, CIP Committee
From: Philip J. Alexakos, MPH, REHS,
Chief Operations Officer, Manchester Health Department

Date: October 27, 2021

RE: Amendments (extensions) to Previously CIP Approved Sole Source Contracts
with NH DHHS:

Tuberculosis Prevention and Control Project# 211822
Immunization Project# 211322
STD/HIV Project# 211722
Childhood Lead Poisoning Prevention Project# 211422
Covid-19 Immunization

The Manchester Health Department respectfully requests the acceptance of funds in the amount of \$617,000 to extend the terms of the existing, CIP approved, sole source contracts, listed above.

Please see the attached supporting documentation which spell out the terms and funding amounts.

These funds will allow us to continue to carry out critical public health work, which if not funded through these sources, would end (without additional local investment). These funds support existing members of our staffing complement.

We urge your favorable review of this request with a recommendation for approval to the full Board.

We welcome the opportunity to answer any questions that you may have.

CIP BUDGET AUTHORIZATION

CIP#: 211322 Project Year: 2022 CIP Resolution: 6/8/2021
 Title: Immunization Grant Amending Resolution: 12/7/2021
 Administering Department: Health Dept Revision: #2

Project Description: Funding from NH DHHS will enable the Manchester Health Department (MHD) to provide services to increase immunization rates for children, adolescents and adults through vaccination and education. MHD will continue to provide immunization services to adults with no insurance and to children during convenient hours that meet the needs of target populations. MHD staff will visit, educate and assess childcare providers and vaccine providers using CDC/NH Immunization Program (NHIP) tools/guidelines.

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

Critical Events

1. Project Initiation	7/1/2021
2. Project Completion	12/31/2023
3.	
4.	
5.	
	12/31/2023

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$164,500.00	\$0.00	\$0.00	\$164,500.00
Fringes	\$37,960.00	\$0.00	\$0.00	\$37,960.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$37,540.00	\$0.00	\$0.00	\$37,540.00
TOTAL	\$240,000.00	\$0.00	\$0.00	\$240,000.00

Revisions: Revision #1 - Budget decreased \$45,000 (from \$90,000 to \$45,000) due to the State grant amount being lower than anticipated.
 Revision #2-Increase budget by \$195,000 (from \$45,000 to \$240,000) and extend end date to 12/31/2023.

Comments: Funding from NH Department of Health and Human Services.

CIP BUDGET AUTHORIZATION

CIP#: 211422

Project Year: 2022

CIP Resolution: 6/9/2021

Title: Lead Poisoning

Amending Resolution: 12/7/2021

Administering Department: Health Dept

Revision: #2

Project Description:

The City of Manchester is considered to be a high-risk community for lead poisoning due to an abundance of pre-1950 housing stock. Lead may be found in dust, paint chips and in soil surrounding older buildings. MHD provides case management services (coordination of interventions, home visits, education, and follow-up) for all children identified with blood lead levels of 7.5 mcg/dL or higher, and outreach and education to families with children with blood lead levels greater than 3.0 mcg/dL.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$80,660.00	\$0.00	\$0.00	\$80,660.00
Fringes	\$11,277.00	\$0.00	\$0.00	\$11,277.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$8,063.00	\$0.00	\$0.00	\$8,063.00
TOTAL	\$100,000.00	\$0.00	\$0.00	\$100,000.00

Revisions:

Revision #1 - Budget decreased \$20,000 (from \$40,000 to \$20,000) due to the State grant amount being lower than anticipated.

Revision #2-Increase budget amount by \$80,000 (from \$20,000 to \$100,000) and extend end date to 12/31/2023.

Comments:

Funds received from the State of New Hampshire Department of Health and Human Services.

CIP BUDGET AUTHORIZATION

CIP#: 211722	Project Year: 2022	CIP Resolution: 6/8/2021	
Title: STD/HIV Prevention		Amending Resolution: 12/7/2021	
Administering Department: Health Dept		Revision: #2	

Project Description: The Manchester Health Department (MHD) provides STD/HIV clinical services, including HIV and Hepatitis C counseling, testing and referral and STD testing and treatment (in accordance with current CDC treatment guidelines), during two weekly clinics by appointment. Additionally, off-site HIV and Hepatitis C targeted testing (utilizing rapid test technology) and prevention education is provided in collaboration with local partner agencies.

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

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$133,591.00	\$0.00	\$0.00	\$133,591.00
Fringes	\$66,966.00	\$0.00	\$0.00	\$66,966.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$38,025.00	\$0.00	\$0.00	\$38,025.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$85,418.00	\$0.00	\$0.00	\$85,418.00
TOTAL	\$324,000.00	\$0.00	\$0.00	\$324,000.00

Revisions: Revision #1 - Budget decreased \$112,000,000 (from \$224,000 to \$112,000) due to the State grant amount being lower than anticipated.

Revision #2-Increase budget by \$212,000 (from \$112,000 to \$324,000) and extend end date to 12/31/2023.

Comments: Funds received from the State of New Hampshire Department of Health and Human Services.

CIP BUDGET AUTHORIZATION

CIP#: 211822

Project Year: 2022

CIP Resolution: 6/8/2021

Title: TB Prevention

Amending Resolution: 12/7/2021

Administering Department: Health Dept

Revision: #2

Project Description:

The Manchester Health Department (MHD) provides TB skin testing and TSPOT TB testing for the general public and for all newly arrived refugees. All clients identified as having probable TB infection are referred for a medical evaluation and chest x-ray to determine if they have latent TB infection (LTBI) or active Tuberculosis (TB) disease. The MHD Nurses provide case management, including home visits, contact investigation, and directly observed therapy for all active TB cases.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	7/1/2021
2.	Project Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$63,318.00	\$0.00	\$0.00	\$63,318.00
Fringes	\$6,384.00	\$0.00	\$0.00	\$6,384.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$17,798.00	\$0.00	\$0.00	\$17,798.00
TOTAL	\$87,500.00	\$0.00	\$0.00	\$87,500.00

Revisions:

Revision #1 - Budget decreased \$17,500 (from \$35,000 to \$17,500) due to the State grant amount being lower than anticipated.

Revision #2-Increase budget by \$70,000 (from \$17,500 to \$87,500) and extend end date to 12/31/2023.

Comments:

Funds received from the State of New Hampshire Department of Health and Human Services.

CIP BUDGET AUTHORIZATION

CIP#: 212822

Project Year: 2022

CIP Resolution: 6/8/2021

Title: COVID-19 Immunization

Amending Resolution: 12/7/2021

Administering Department: Health Department

Revision:

Project Description:

The Health Department has received additional funding to plan and conduct mobile and other clinics to provide vaccinations against COVID19 as directed by the Department and in accordance with all policies and procedures put forth by the Department.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

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

7/1/2021

12/31/2023

12/31/2023

Line Item Budget

STATE

Salaries and Wages

\$53,864.00

\$0.00

\$0.00

\$53,864.00

Fringes

\$3,194.00

\$0.00

\$0.00

\$3,194.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$2,942.00

\$0.00

\$0.00

\$2,942.00

TOTAL**\$60,000.00****\$0.00****\$0.00****\$60,000.00****Revisions:****Comments:** Source of Funds: NH Department of Health and Human Services

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2022 Community Improvement Program, authorizing and appropriating and increasing funds in the amount of Six Hundred Seventeen Thousand Dollars (\$617,000) for the FY 2022 CIP 211322 Immunization Grant, CIP 211422 Lead Poisoning, CIP211722 STD/HIV Prevention, 211822 TB Prevention, & 212822 COVID-19 Immunization.”

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

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

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

WHEREAS, the Board of Mayor and Aldermen wishes to allocate STATE funding from the NH Department of Health and Human Services to provide one-time funding to support the various Health Department projects;

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

By adding:

FY 2022 CIP 212822 COVID-19 Immunization - \$60,000 STATE

By increasing:

FY 2022 CIP 211322 Immunization Grant - \$195,000 STATE

FY 2022 CIP 211422 Lead Poisoning - \$80,000 STATE

FY 2022 CIP 211722 STD/HIV Prevention - \$212,000 STATE

FY 2022 CIP 211822 TB Prevention - \$70,000 STATE

Resolved, that this Resolution shall take effect upon its passage

From: [Walder, Gabriela](#)
To: [Roy, Kimberly](#)
Cc: [Thomas, Anna](#)
Subject: FW: Action needed - NH DHHS budgets for "Infectious Disease Prevention Services" project amendment
Date: Wednesday, October 27, 2021 2:13:41 PM
Attachments: [CIP Authorization Form - STD Workforce Development.pdf](#)
[STD Workforce development CIP FY22-4 10-27-21.doc](#)
[211322 Health Dept Immunization Grant.pdf](#)
[COVID-19 Immunization.pdf](#)
[211722 Health Dept STD-HIV Prevention.pdf](#)
[211822 Health Dept TB Prevention.pdf](#)
[211422 Health Dept Lead Poisoning.pdf](#)
[Other ID CIP Ammendments FY2210-27-21a.doc](#)

Hi Kim,

Can we please have this one added to the next CIP agenda? It's a bit messy as some of the funding is new (COVID19 Immunizations & STD Workforce Development and the rest of the funding is getting added to existing grants, that the State is extending. I've attached all of the startups & 2 memos, hope they make sense.

If you need me to change anything please just let me know.

Thank you!

Gaby

Gabriela Walder, MS, CPM
Business Services Officer
Manchester Health Department
1528 Elm Street
Manchester, NH 03101
(603) 657-2708

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From: Laramie, Heidi [<mailto:Heidi.H.Laramie@dhhs.nh.gov>]
Sent: Tuesday, August 31, 2021 10:10 AM
To: Thomas, Anna <ATHOMAS@manchesternh.gov>; Losier, Nicole <nlosier@manchesternh.gov>
Subject: Action needed - NH DHHS budgets for "Infectious Disease Prevention Services" project amendment

Good Morning,

The NH Dept. of Health and Human Services is amending the above-named contract until December 31, 2023. Budgets are needed for each State Fiscal Year (SFY) – 2022, 2023 and 2024. Due to the

number of budgets needed for this contract amendment, I will be forwarding the budget workbooks to you in three separate e-mails, one for each fiscal year. You will find the budget workbooks for 2022 attached to this e-mail. Each budget workbook contains two tabs – the budget worksheet and the budget narrative. Please complete the budget workbooks with the following:

1. The budget for each SFY (using the amounts shown in the 'Revised Budget' column of the budget table below)
2. The budget narrative for each budgeted item

IMMUNIZATION:

State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$45,000	\$60,000	\$105,000
2023 (7/1/22-6/30/23)	\$0	\$90,000	\$90,000
2024 (7/1/23-12/31/23)	\$0	\$45,000	\$45,000

COVID-19 IMMUNIZATION:

State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$0	\$50,000	\$50,000
2023 (7/1/22-6/30/23)	\$0	\$5,000	\$5,000
2024 (7/1/23-12/31/23)	\$0	\$5,000	\$5,000

STD PREVENTION:

State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$8,000	\$8,000	\$16,000
2023 (7/1/22-6/30/23)	\$0	\$16,000	\$16,000
2024			

HIV PREVENTION:

(7/1/23-12/31/23)	\$0	\$8,000	\$8,000
State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$54,000	\$57,500	\$111,500
2023 (7/1/22-6/30/23)	\$0	\$115,000	\$115,000
2024 (7/1/23-12/31/23)	\$0	\$57,500	\$57,500
State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$0	\$75,000	\$225,000
2023 (7/1/22-6/30/23)	\$0	\$150,000	\$150,000
2024 (7/1/23-12/31/23)	\$0	\$75,000	\$75,000
State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$17,500	\$17,500	\$35,000
2023 (7/1/22-6/30/23)	\$0	\$35,000	\$35,000
2024 (7/1/23-12/31/23)	\$0	\$17,500	\$17,500
State Fiscal Year	Current Budget	Increased (Decreased) Amount	Revised Budget
2022 (7/1/21-6/30/22)	\$20,000	\$0	\$40,000

STD WORKFORCE DEVELOPMENT:

TUBERCULOSIS:

LEAD:

2023 (7/1/22- 6/30/23)	\$0	\$40,000	\$40,000
2024 (7/1/23- 12/31/23)	\$0	\$20,000	\$20,000

PLEASE NOTE: the attached budget workbooks for SFY 2022 contain the

current budgets for July 1, 2021-Dec. 31, 2021. Please *modify* these budgets to include the additional funding for SFY 2022 as shown above. In addition, please ensure budget totals for all budgets are expressed in whole dollars (no cents).

Please return the completed budgets to me by September 17. If you have any questions, please don't hesitate to contact me. Thank you!

Heidi H. Laramie

Senior Contract Specialist
Bureau of Contracts and Procurement
NH Department of Health and Human Services
129 Pleasant St.
Concord, NH 03301
(603) 271-9405
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CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

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

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

MEMORANDUM

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP 
Director, Planning and Community Development

Date: November 10, 2021

Re: CIP #611022 – 1269 Café – 456 Union Street Fire Escape Renovation

1269 Café has requested \$136,517 of funding to bring the fire escapes at their building located at 456 Union Street into compliance with applicable life safety codes. The proposed improvements will allow the upper stories of the building to accommodate 50 winter emergency shelter beds for homeless individuals. 1269 Café has coordinated this effort with the Manchester Fire Department and CIP staff has identified ESG-CV as a potential funding source.

ESG-CV funds for this project would be transferred from existing project balances and \$78,475.53 of excess funds would be transferred to CIP #811421 CARES Act Support Fund – ESG-CV and ESG-CV2 Activities where it will be available to respond to other emergency shelter needs related to the pandemic.

Please see attached the CIP Amending Resolution and Budget Authorization Form necessary to appropriate funding for this projects.

CIP BUDGET AUTHORIZATION

CIP#: 611022

Project Year: 2022

CIP Resolution: 6/8/2021

Title: 1269 Café - 456 Union Street Fire Escape Renovation

Amending Resolution: 12/7/2021

Administering Department: Planning and Community Development

Revision:

Project Description: Funding to bring both fire escapes on the 1269 Cate building located at 456 Union Street into compliance with the life safety code. The renovation will support 50 winter emergency beds for homeless individuals.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: Yes

Grant Executed:

Completed: Pending

Critical Events

1.	Program Initiation	12/7/2021
2.	Program Completion	6/30/2022
3.		
4.		
5.		
		6/30/2022

Line Item Budget

	ESG-CV			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$136,517.00	\$0.00	\$0.00	\$136,517.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$136,517.00	\$0.00	\$0.00	\$136,517.00

Revisions:

Comments: \$136,517 of ESG-CV transferred from CIP #611021.

CIP BUDGET AUTHORIZATION

CIP#: 611021	Project Year: 2021	CIP Resolution: 6/9/2020	
Title: COVID-19 Shelter Decompression		Amending Resolution: 12/7/2021	
Administering Department: FIT/NHNH. Inc.		Revision: #3 -Close	

Project Description: Funding needed to operate 39 Bed Decompression Shelter located at Angie's Place. Facility. Facility will allow for social distancing, while further helping reduce the number of people living outside and in other unsafe places.

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

Critical Events

1.	Project Initiation	8/4/2020
2.	Project Completion	6/30/2022
3.		
4.		
5.		
		6/30/2022

Line Item Budget

Line Item Budget	ESG-CV	ESG-CV2		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$249,695.47	\$0.00	\$0.00	\$249,695.47
TOTAL	\$249,695.47	\$0.00	\$0.00	\$249,695.47

Revisions: Revision #1 - Changes project description to reflect relocation of decompression facility. Decreases budget \$545,461 (from \$822,989 to \$277,528) and transfers \$545,461 (\$336,955 ESG- CV2 & \$208,506 ESG-CV) to CIP #811421.
Revision #2 - Increases Budget \$187,160 (from \$277,528 to \$464,688), \$187,160 transferred from CIP #811421.
This will facilitate the operation of the shelter for three additional months (January - March).

Comments: \$486,034 ESG-CV and \$336,955 ESG-CV2 transferred from CIP #811421. \$336,955 ESG- CV2 & \$208,506 ESG-CV transferred to CIP #811421. Revision #3 - Decreases budget \$214,992.53 from \$464,688 to \$249,695.47 and transfers \$136,517 to CIP #611022 and \$78,475.53 to CIP #811421 and closes project

Planning Department/Startup Form - 07/1/20

\$249,695.47

CIP BUDGET AUTHORIZATION

CIP#: 811421	Project Year: 2021	CIP Resolution: 6/9/2020
Title: CARES Act Support Fund - ESG-CV and ESG-CV2 Activities		Amending Resolution: 12/7/2021
Administering Department: Planning & Community Development		Revision: #7

Project Description: ESG-CV and ESG-CV2 funds must be used to prevent, prepare for, and respond to the Coronavirus. Specific activities shall include but not be limited to: Essential Services necessary to reach out to unsheltered homeless individuals and families; Essential Services for individuals and families in emergency shelter; and Housing relocation and stabilization services and/or short-and/or medium term rental assistance necessary to prevent the individual or family from moving into an emergency shelter.

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

Critical Events

1.	Program Initiation	7/7/2020
2.	Program Completion	9/30/2022
3.		
4.		
5.		
		9/30/2022

Line Item Budget

	ESG-CV	ESG-CV2		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$78,475.53	\$0.00	\$0.00	\$78,475.53
TOTAL	\$78,475.53	\$0.00	\$0.00	\$78,475.53

Revisions: #1 - Decreases ESG-CV budget \$486,034 and transfers funds to CIP #611021. Decreases ESG-CV2 budget \$977,323 from \$1,629,236 to \$651,913 and transfers funds to the following: CIP #610921 - \$82,617, CIP #611021 - \$336,955. CIP #611121 - \$50,000, CIP #611221 - \$50,000, CIP #611321 - \$347,863, CIP #611421 - \$109,888. #2 - Increases budget \$545,461 (from \$651,913 to \$1,197,374). \$545,461 (\$336,955 ESG-CV2 & \$208,506 transfer from CIP #611021).

Comments: #3-Increases CV2 budget \$242,505 (from \$988,868 to \$1,231,373 ESG-CV2) (transferred #610921- \$82,617, #611121 \$50,000 and #611421-\$109,888) and decreases CV \$80,000 (from \$208,506 to \$128,506 and transfers to #611721. Total Budget from \$1,197,374 to \$1,359,879. #4 - Decreases budget \$1,287,160 (from \$1,359,879 to \$72,3429) and transfers 128,506 ESG-CV & \$971,494 ESG-CV2 to CIP#611821 and transfers \$187,160 ESG-CV2 to CIP #611021. #5 increases budget \$38,265 ESG-CV2, transferred from CIP #611821. #6 decreases budget \$110,984 ESG-CV2 (from

Planning Department/Startup Form - 07/1/20

\$78,475.53

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY2021 & FY2022 Community Improvement Program, authorizing and appropriating and transferring funds in the amount of Two Hundred Fourteen Thousand Nine Hundred Ninety Two Dollars and Fifty-Three Cents (\$214,992.53) for the FY 2022 CIP 611022 1269 Café - 456 Union Street Fire Escape Renovation.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 & 2022 CIP as contained in the 2021 & 2022 CIP budget; and

WHEREAS, the 2021 & 2022 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to transfer unused balances of CARES Act Support Funds (ESG-CV) from CIP 611021 COVID-19 Shelter Decompression to CIP 611022 1269 Café - 456 Union Street Fire Escape Renovation and 811421 CARES Act Support Fund – ESG-CV and ESG-CV2 Activities;

NOW, THEREFORE, be it resolved that the 2021 & 2022 CIP be amended as follows:

By adding:

FY 2022 CIP 611022 1269 Café - 456 Union Street Fire Escape Renovation- \$136,517 ESG-CV

By increasing:

FY 2021 CIP 811421 CARES Act Support Fund – ESG-CV and ESG-CV2 Activities - \$78,475.53 ESG-CV

By decreasing:

FY 2021 CIP 611021 COVID-19 Shelter Decompression-214,992.53 ESG-CV

Resolved, that this Resolution shall take effect upon its passage

City of Manchester
New Hampshire

In the year Two Thousand and Twenty One

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of One Hundred Twenty Four Thousand One Hundred Sixty One Dollars (\$124,161) for the 2022 CIP 411022 Assistance to Firefighters Grant-SCBA”

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

SECTION 1. That there be and hereby is authorized under and pursuant to the Municipal Finance Act, and any other enabling authority, the issuance and sale of general obligation serial bonds, notes or lease purchases of the City in the aggregate principal amount of One Hundred Twenty Four Thousand One Hundred Sixty One Dollars (\$124,161) as one or more separate bond, note or lease purchase issues for purposes stated in Section 3 of said Act, as more specifically hereinafter indicated. The bonds, notes or lease purchases of each issue shall bear the City Seal, shall be signed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Finance Officer and shall be payable in such annual installments as shall be determined by the Finance Officer with the approval of the Mayor. Except as otherwise provided by law and this Resolution, discretion to fix the date, maturities, denomination, place of payment, form and other details of each issue of said bonds, notes or lease purchases and of providing for the sale thereof is hereby delegated to the Finance Officer.

SECTION 2. That the proceeds of said bonds, notes or lease purchases be and they are hereby appropriated for the purpose of financing costs of the following public works and improvements of a permanent nature, hereby authorized namely,

Purpose	Amount
2022 –	
411022 Assistance to Firefighters Grant-SCBA	\$124,161

It is hereby declared that the vehicles to be financed by said bonds, notes or lease purchases have a useful life in excess of 7 years.

SECTION 3. That the Finance Officer, with the approval of the Mayor, is hereby authorized to issue at one time or from time to time notes in anticipation of said bonds, notes or lease purchases and to renew or refund the same under and pursuant to and to the extent authorized by RSA 33:7a.

SECTION 4. That an amount sufficient to pay the principal of and interest on said bonds, notes or lease purchases payable in each year during which they are outstanding be and hereby is appropriated and, to the extent other funds are not available for such purpose, said amount shall be included in the tax levy for each year until the debt represented by said bonds, notes or lease purchases is extinguished.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty

A RESOLUTION

“Authorizing Bonds, Notes or Lease Purchases in the amount of One Hundred Twenty Four Thousand One Hundred Sixty One Dollars (\$124,161) for the 2022 CIP 411022 Assistance to Firefighters Grant-SCBA”

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

SECTION 5. That the bonds, notes or lease purchases herein authorized may be consolidated with any other issue of bonds, notes or lease purchases heretofore or hereafter authorized, provided that the last annual installment of any such consolidated issue shall be payable not later than the date on which the last annual installment of the bonds, notes or lease purchases herein authorized must be payable pursuant to this Resolution.

SECTION 6. This Resolution shall take effect upon its passage.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

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

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

MEMORANDUM

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP
Director, Planning and Community Development

Date: November 6, 2021

Re: 2021 HOME RFP Recommendations

This past July, the City requested proposals from qualified real estate developers for the rehabilitation or new construction of affordable housing (including multifamily rental units as well as home ownership opportunities). The City received proposals from seven organizations. It is important to note that proposals submitted by three of the organizations were not eligible for HOME funds. The proposals were evaluated by CIP staff and recommendations were made to the Selection Committee.

The Selection Committee recommends the commitment of funding subject to CIP Staff underwriting as follows:

1. Manchester Housing & Redevelopment Authority – Kelley Falls New Development (Phase I) – New construction of 48 1-, 2-, and 3-bedroom units in two 24-unit buildings on the existing Kelley Falls Apartments' campus. CIP staff and the Selection Committee recommends committing \$900,000 of HOME funds in the form of a loan. \$450,000 to come from the FY 22 CIP Budget and the remaining \$450,000 to come from the FY 23 CIP Budget.
2. Neighborworks Southern New Hampshire – Renew II – Rehabilitation and upgrade of 101 (1-, 2-, and 3-bedroom) units of existing affordable housing located in the Elm Street Brownstones and the Straw Mansion Apartments. CIP staff and the Selection Committee recommends committing \$1,500,000 of HOME funds in the form of a loan. \$1,500,000 to come from the FY 22 CIP Budget.

3. Waypoint – 298 Hanover Street Renovation Project – Renovation of former Employment Security building resulting in the development of 3 studio apartments for young at risk adults ages 18 to 25. CIP staff and the Selection Committee recommends committing \$361,256 HOME-ARP funds in the form of a loan. \$361,256 to come from the FY 22 Budget.
4. Helping Hands Ministries, Inc. – Renovation of 140 -142 Central Street resulting in the creation of 12 SRO units on the first floor and the upgrade of the 17 SRO units on the second and third floors. While CIP Staff does not recommend funding for this proposal at this time, a recommendation for this project may come before the committee in the future.

We have prepared the appropriate CIP Amending Resolution and Budget Authorization Forms necessary to take these actions in the event that the Committee and the Board of Mayor and Aldermen approve this request.

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



M A N C H E S T E R

HOUSING AND REDEVELOPMENT AUTHORITY

Manchester Housing and Redevelopment Authority

Response to:

City of Manchester Request for Proposals
for Affordable Housing Initiatives

Kelley Falls New Development – Phase 1

Due July 16, 2021

Contact:

Mary Ellen Jutras

Manchester Housing and Redevelopment Authority

603-851-4532

mejutras@manchesterhousing.org

Executive Summary

The Manchester Housing and Redevelopment Authority (MHRA) is a public housing authority established in 1941 and engaged in the development and management of affordable rental housing for low-income individuals and families in Manchester, NH. It is regulated by the United States Housing Act of 1937 as amended, regulations promulgated pursuant thereto, as well as the laws of the State of New Hampshire. Policy oversight is carried out by the five-member Board of Commissioners.

The existing Kelley Falls Apartments is a public housing project located at 315-579 Kimball Street (Tax Map 777 Lot 13) on the west side of Manchester, NH. The proposed project, Kelley Falls New Development – Phase 1, consisting of 48 newly constructed units, will be located on vacant land on the 26-acre campus at the corner of Kimball and Upland Streets. The addition of 48 new affordable 1-, 2-, and 3-bedroom apartments will address the dire need for new, safe, decent, affordable, and permanent housing for the city's residents. The current vacancy rate, exacerbated by the COVID-19 pandemic, is less than one percent for the City of Manchester and is reflected similarly in MHRA's own portfolio. In addition, MHRA has a waiting list of over 2,700 individuals and families for the public housing units and a five-year wait list for the Section 8/Housing Choice Voucher Program.

The project will meet the city's minimum property standards and all applicable building, life safety, and universal accessibility codes on completion of construction. There is no displacement of residents as this is new construction. This project will leverage multiple funding sources.

Proponent Information

1. Manchester Housing and Redevelopment Authority

- | | |
|------------------------------------|--|
| a. Legal Name: | Manchester Housing and Redevelopment Authority |
| b. Mailing Address: | 198 Hanover Street, Manchester, NH 03104 |
| c. Telephone Number: | 603-624-2100 |
| d. Email Address: | mejutras@manchesterhousing.org |
| e. Organization Type: | Public Housing Authority |
| f. State of Incorporation: | New Hampshire |
| g. Principal Place of Business: | 198 Hanover Street, Manchester, NH 03104 |
| h. Contact Person: | Mary Ellen Jutras
Director of Real Estate Development
603-851-4532
mejutras@manchesterhousing.org |
| i. Contact with Authority to Bind: | Catherine Naczas
Executive Director
603-722-9650
cnaczas@manchesterhousing.org |

2. Describe the Proponent's experience and capabilities in developing similar projects.

MHRA is the largest public housing agency – and largest affordable housing landlord – in Northern New England. In addition to owning and managing 1,271 public housing apartments for low-income families, elderly, and adults with disabilities, MHRA provides housing subsidies for over 2,000 households through the administration of the Section 8 Housing Choice Voucher Program. MHRA has also developed and manages five Low Income Housing Tax Credit (LIHTC) initiatives with 152 units and two non-public housing properties consisting of 102 “over-55” units and two Veteran family units. The most recent LIHTC initiative was completed in 2016 and the most recent non-LIHTC initiative completed by MHRA was 2021.

In addition to providing affordable housing, MHRA is widely recognized for its array of supportive programming offered to residents. Among the programs operated by MHRA are adult employment and vocational services, support services and referrals for families, social activities for families, the elderly and adults with disabilities, and Supportive Services programs that provide the services needed (meals, housekeeping, etc.) to allow the elderly and persons with disabilities to maintain their independence.

The staff and resources assigned to the project bring decades of development, construction, property management, administration, and services experience to this initiative.

3. The development team members are listed below. Resumes are attached for key members. The others are available on request.

Key Manchester Housing and Redevelopment Authority staff members assigned to the project:

Project Manager - Mary Ellen Jutras, Director of Real Estate Development
(Time Commitment Expected: 100%)

Other In-House MHRA Staff -

Catherine Naczas, Executive Director
(Time Commitment Expected: 40%)

Gianni D’Intino, Director of Contracting and Modernization
(Time Commitment Expected: 25%)

John McGrath, Facilities Maintenance Manager
(Time Commitment Expected: 25%)

Other MHRA Staff as Needed Including –
Accounting, Leasing, Operations, Property Management

Outside Key Development Team Members:

Architect - Jonathan Halle, AIA, ASLA, Principal Architect/Co-Owner
Warrenstreet Architects, Inc.

Project Architect/Manager - Scott Donovan, AIA
Caroline Corriveau, AIA
Warrenstreet Architects, Inc.
(Time Commitment Expected: 10-20 hours per week as needed)

Other Development Team Members:

Attorney - Kenneth A. Viscarello, Esq.
Sheehan Phinney

Civil Engineer - Brenton Cole, P.E.
Jeffrey Merritt, P.E.
Granite Engineering LLC

Environmental Consultant - Todd Scheffer, P.G., Principal
SRW Environmental Consulting, LLC

4. Provide the amount of City HOME funding required to finance the project: \$900,000

Project Description

1. General overview of the proposed development plan.

Manchester has a significant and immediate need for safe, decent, affordable housing. With the Kelley Falls New Development – Phase 1, Manchester Housing and Redevelopment Authority proposes to build 48 new 1-, 2-, and 3-bedroom units in two 24-unit buildings on vacant land on the existing Kelley Falls Apartments' campus. The two new buildings will be located along Upland Street at the corner of Kimball and Upland Streets.

The project is designed to serve low-income individuals and families, including immigrant individuals and families, at or below 50 percent of the Area Median Income (AMI) with a substantial number at or below 30 percent of AMI. All utilities will be provided and included in the rent. Each of the two buildings will have laundry rooms and community space and access to the existing outdoor play spaces that include a playground and basketball court.

Kelley Falls New Development – Phase 1 is the initial phase of a larger future initiative that will include the redevelopment of the existing 132 units of public housing to increase livability, safety, and energy efficiency. The larger initiative will also include the creation of a new and improved community center that, in addition to property management offices, would allow access to amenities including daycare, children's programs, and health/mental health services. It will also involve the development of additional new units of affordable housing in other portions of the current campus.

2. Evaluation Criteria.

1. Number and affordability threshold of affordable housing units proposed:

Kelley Falls New Development – Phase 1 consists of 48 units in two buildings. The units will be a mix of 24 one bedrooms, 12 two bedrooms, and 12 three bedrooms. All units will be targeted to individuals and families earning at or below 50 percent of AMI, with a substantial number (23) at or below 30 percent.

2. Adherence to the Design Guidelines.

Kelley Falls New Development – Phase 1 will conform with the Design Guidelines. The intent is to have a varied, but cohesive Kelley Falls Apartments campus – mixing old and new into an appealing and safe environment. The two new buildings will be three stories high, matching the height of the existing surrounding buildings. The exteriors will be contemporary in design and done with sustainable exterior finishes. The front of the buildings will face the parking lot and the existing development. The Upland Street side will be the back side of the building, but will have visual interest and a consistent streetscape. Sidewalks will lead to the bus stop, parking lot, and other campus amenities.

3. Experience in executing projects of similar size and scope:

MHRA staff has extensive experience in developing this type of affordable housing – Catherine Naczas has over 20 years of direct development experience, Gianni D’Intino has over 13 years of construction management experience, and John McGrath has over 20 years’ experience in building and systems operations and maintenance. Mary Ellen Jutras has over 20 years in development financing experience. They are supported by other MHRA staff with expertise in accounting, leasing, operations, and property management.

In addition, the other members of the development team bring their experience and expertise in the areas of architecture/development, legal, environmental consulting, and site planning/civil engineering.

4. Experience with building and managing residential units:

It is the primary mission and business of MHRA to build and manage residential housing units. The asset management staff is trained in all aspects of property management and MHRA has its own Contracting and Modernization department to handle construction management.

5. Ability to implement the project expeditiously:

In addition to their expertise and experience as noted previously, MHRA and the development team have invested significant time and effort to research the project

requirements and complete a significant portion of the pre-development activities including architectural specifications and plans, survey, environmental review, civil engineering, and more. This advance work will assist in implementing the project expeditiously. It is expected that the Project will be shovel ready once funds are awarded.

6. Provision of public green space:

The residents of Kelley Falls New Development – Phase 1, along with the current residents of the Kelley Falls Apartments, have access to the open space on the campus that includes a playground and basketball court. In addition, the residents have, and will have, access to the Manchester Parks and Recreation property that surrounds the Kelley Falls Apartments campus which contains the Rock Rimmon soccer fields.

7. Provision of public art:

None at this time.

8. Ability to secure necessary financing:

MHRA has the staff experience and a recent, as well as historic, track record in obtaining outside funding for its initiatives. Our most recent completed project was funded by a New Hampshire Housing Finance Authority (NHHFA) EALF loan and a long-term commercial bank loan. MHRA staff has also secured financing via the Federal Home Loan Bank of Boston and local bank for the redevelopment of an existing tax credit property which is underway.

MHRA has submitted a pre-application to NHHFA for funding of Kelley Falls New Development – Phase 1. In addition, an application is being prepared for grant and rate-subsidized loan funds from the Federal Home Loan Bank of Boston through Citizens Bank.

9. Although eligible City funding available to fill the gap between the development costs and available private financing and equity contributions includes loans and grants, preference will be given to those projects which provide a return on investment.

It is anticipated that any soft/deferred debt from the City of Manchester would be paid back out of the surplus cash as outlined by the waterfall agreement at the end of each fiscal year.

10. Timing and phasing of proposed development:

Phase 1 – Development of 48 New Units

Construction Loan Closing	03/22
Construction Start	03/22

50% Construction Completion	10/22
Construction Completion	09/23
First Certificate of Occupancy	09/23
Final Certificate of Occupancy	10/23
Permanent Loan Closing	10/23

11. Compatibility of proposed uses with surrounding area:

Kelley Falls New Development – Phase 1 will be part of the existing 26-acre Kelley Falls Apartments campus and therefore compatible with the affordable housing uses in the immediate surrounding area. The majority of the property abutting the present campus includes wooded Manchester Parks and Recreation land and soccer fields. The remaining few abutting properties/uses are at the far south end of the campus and include single-family homes of the same vintage as the present buildings.

12. Projected valuation upon completion; Willingness to provide adequate security:

The projected valuation at completion is at least equivalent to the Total Development Cost of \$12,525,854.

MHRA is willing to provide adequate security to the City of Manchester for the funding.

13. Amount of City HOME funds, that would be needed to make the project feasible:

\$900,000

14. Amount of funding leveraged from other sources: \$11,625,854

3. Provide conceptual site plans, floor plans, diagrams, and narrative descriptions, as applicable, for all proposed structures and uses on the site.

ATTACHED.

Please note on the site plan that the two new buildings are located along Upland Street at the corner of Kimball and Upland Streets in the lower left of the drawing.

5. Provide conceptual building elevations and perspective renderings that show all significant aspects of the proposed structures and uses.

ATTACHED.

6. Provide a preliminary development pro forma showing estimated development costs and proposed sources and uses of funds for the project, along with a general overview of the financial strategy and a demonstration of project feasibility.

Attached are copies of both the Development Sources and Uses and the 15-Year Operating Proforma. The financial strategy is to obtain the maximum in grants, Low Income Housing Tax Credits (LIHTC), and forgivable debt. The next layer of funding would be deferred debt and then must-pay debt. In addition to the City HOME funds, the

potential sources include New Hampshire Housing Finance Authority (NHHFA) for LIHTC, Affordable Housing Trust Fund, and Capital Subsidy; Federal Home Loan Bank of Boston with Citizens Bank for Affordable Housing Program (AHP) grant funds and interest rate-subsidized permanent loan.

The 15-Year Operating Proforma is reflective of the rental income and operating costs associated with the Project along with reserves and must-pay debt (i.e., the AHP/Citizens permanent loan). Based on the assumptions, the Project cash flows and meets the minimum debt service requirements.

7. Provide a description of local planning and zoning approvals required along with any necessary state or federal approvals, permits, or licenses required.

The Project property is located in Tax Map 777 Lot 13 and is located within the Urban Multifamily (R-3) zoning district. All state permits have been satisfied. All permits are on ongoing with the City of Manchester. A Site Plan and Planned Development Application has been submitted for review at the August 5, 2021 Planning Board hearing. Review comments will be addressed and approvals expected mid-August. There are no known issues that should hold up approvals.

8. Provide a proposed schedule for the project, including phasing, if applicable.

Phase 1 – Development of 48 New Units

Construction Loan Closing	03/22
Construction Start	03/22
50% Construction Completion	10/22
Construction Completion	09/23
First Certificate of Occupancy	09/23
Final Certificate of Occupancy	10/23
Permanent Loan Closing	10/23

Future Phases:

Redevelopment Existing 132 Units (includes sub-phases)

Funding Applications	2022/2023
Construction Start	2023/2024
Construction Completion	2025/2026

Development of Additional 20+ New Units

Funding Applications	2024
Construction Start	2025
Construction Completion	2026

Past, Present or Pending Legal Claims, Actions, or Suits

NONE.

Financial Qualifications

Attached is MHRA's most recent audit (09/30/20) and management letter that demonstrate the financial ability to successfully complete the Project. All information is public.

NeighborWorks Southern New Hampshire
RENEW II – Revitalization Initiative
Proposal and Request for \$1,500,000 of HUD HOME Funding
July 16, 2021

Executive Summary:

The RENEW II Revitalization Initiative involves the preservation and renovation of 101 expired LIHTC units. These units are located at 1426 Elm Street, 1382 Elm Street and 15 Temple Court and are more commonly known as the Elm Street Apartments or Elm Street Brownstone Apartments and the Straw Mansion Apartments. These units were developed in three different Limited Partnerships over 20 years ago and are being consolidated and refinanced into one project/entity in order to create operating economies of scale and utilize available resources as efficiently as possible. This renovation will include over \$5,000,000 in much needed capital improvements. These improvements include but are not limited to new interior finishes, new windows, new floors throughout to include common areas, updated common areas, updated HVAC and energy efficiency improvements, new streetscape and facade work, much needed masonry repairs, etc. It is anticipated that this work will take 18-20 months and will be done in sections as we work to relocate tenants within the building creating no permanent off-site relocation.

It should be noted that this project meets all of the minimum requirements for eligible projects as identified in the Request for Proposals:

- a. This is a proposed rehabilitation of existing rental units.
- b. These are existing, occupied rental units. All units have current (or are being brought to current) Certificates Of Compliance on file with the City.
- c. No permanent off-site relocation is anticipated. Existing tenants may be asked to relocate to a comparable unit within the project.
- d. There will be no net loss of bedrooms.
- e. This project has leveraged eligible funding sources that exceed 25% of the amount requested from the City.
- f. This project is located in the City of Manchester, NH.

Proponent/Proposal Information:

Applicant: Manchester Neighborhood Housing Services, Inc.
d/b/a NeighborWorks Southern New Hampshire
A NH 501-C3 Non-Profit Organization & A Community Housing Development Organization
Physical Address: 801 Elm Street, Manchester, NH 03101
Mailing Address: P.O. Box 3968, Manchester, NH 03105
Email Addresses: Robert Tourigny, rtourigny@nwsnh.org / Jennifer Vadney, jvadney@nwsnh.org

Recipient: RENEW II, Limited Partnership
A Limited Partnership established for the sole purpose of owning this Low-Income Housing Tax Credit property

Manchester Neighborhood Housing Services, Inc. d/b/a NeighborWorks Southern New Hampshire (NWSNH) has a long and successful track record of neighborhood revitalization and creating affordable housing opportunities in Manchester over the past 29 years. NWSNH has proven knowledge and experience working with a variety of federal funding programs including the federal Low-Income Housing Tax Credit Program, HOME, CDBG, and NSP programs to name a few. In addition to developing new projects, NWSNH has successfully completed a similar revitalization project known as RENEW. This project in the Center City of Manchester was completed in 2017 and involved five projects, 13 buildings, and 98 apartments. Working in partnership with the City of Manchester and New Hampshire Housing Finance Authority, NWSNH was able to complete a successful renovation project that resulted in continued affordability and quality apartments for tenants, revitalized properties for the neighborhood and overall improved operating performance at the properties themselves. NWSNH is confident that with the refinance and recapitalization of RENEW II, similar successes will be had for the properties, the tenants and the neighborhood.

NWSNH has established a competent development team comprised of the following individuals and firms:

Robert Tourigny, Executive Director
Diane Brewster, Chief Finance Officer
Jennifer Vadney, Neighborhood Development Director
Logan Johnson, Project Manager
Erica Brooks, Community Building Manager
Sheehan, Phinney, Bass & Green, Legal Counsel
John S. Jordan Design, Architect
Hutter Construction, General Contractor
Stewart Property Management, Property Manager

Resumes have been included as Exhibit A.

With this request NeighborWorks Southern New Hampshire respectfully seeks \$1,500,000 in federal HOME funds for the RENEW II Revitalization Initiative.

Project Description

1. **General Overview of Proposed Development Plan**

The RENEW II Revitalization Initiative involves the preservation and renovation of 101 expired LIHTC units.

2. **Evaluation Criteria**

1. Of the 101 units that comprise RENEW II, all of the units (100%) are available to individuals and families earning at or below 50% and 60% of the area median income. Through agreements with NHHFA, 10% of the units are further targeted to individuals and families at or below 30% of the area median income.

2. This is a renovation project of existing properties. We are proposing to make changes to the existing streetscape by enhancing the curb-appeal. Working with the City Planning Department and the Highway Department we aim to improve the existing barren sidewalk area by introducing stamped concrete, a grass buffer, trees, decorative/safety lighting, and benches. This will create a much more pedestrian friendly environment while also enhancing the gateway feel that is created when driving south on Elm Street as you go into the downtown. These existing buildings are aesthetically appealing and are a longstanding part of the neighborhood.

3. NWSNH has experience in executing projects of similar size and scope and this is evidenced by the

successful completion of the initial RENEW project in the Center City. This project was completed in 2017 and involved five projects, 13 buildings, and 98 apartments. Working in partnership with the City of Manchester and New Hampshire Housing Finance Authority NWSNH was able to complete a successful renovation project that resulted in continued affordability and quality apartments for tenants, revitalized properties for the neighborhood and overall improved operating performance for the buildings themselves.

4. NWSNH, with over 500 units in their rental portfolio has experience with building affordable residential units. In Manchester NWSNH works exclusively with Stewart Property Management (SPM) for the management and compliance of their affordable apartments. NWSNH and SPM have worked together on the successful development and management of low-income units for over 25 years.

5. NWSNH is prepared to implement this project this fall. All other financing has been secured and the development team is hoping to close and begin construction in September 2021.

6. With the desire to add trees, grass and benches along the front of the Elm Street properties this will create a more enjoyable walking and shaded resting experience for the public.

7. As these are existing buildings there has been no provision contemplated for public art. NWSNH is of course open to suggestions if the City had something particular in mind.

8. All other funding sources have been identified and secured.

9. NWSNH proposes that the HOME funds be loaned to the project at 0% interest with annual repayment based on 25% of surplus cash.

10. NWSNH is prepared to implement this project this fall. All other financing has been secured and the development team is hoping to close and begin construction in September 2021. The project is anticipated to take 18-20 months and is not a phased development.

11. This is the renovation of existing buildings and the project is compatible with surrounding areas.

12. The property is currently and will continue to be valued under RSA 75:1-a,VIII,(a)(1).

13. NWSNH is prepared to provide construction and performance guarantees to ensure completion of the project.

14. With this request NeighborWorks Southern New Hampshire respectfully requests \$1,500,000 in federal HOME funds for the RENEW II Revitalization Initiative.

15. Ultimately, this is a \$12.6m renovation initiative. Of this, \$3.5m is existing subordinated debt from the City of Manchester, NHHFA, and NWSNH; \$5.5m is equity in the form of Low-Income Housing Tax Credits, existing reserves (to be recapitalized post-construction) and energy rebates; \$2m is a new permanent mortgage with Enterprise Bank; and \$1.5m is the proposed/requested HUD HOME funding.

3. Plans

Plans have been included as Exhibit B.

5. Building Elevations

These are existing buildings. Photos of the buildings as well as the proposed Elm Street, streetscape elevation have been included as Exhibit C.

6. Development Proforma and Operating Feasibility

The NHHFA application with sources & uses and operating proforma has been included as Exhibit D.

7. Local Planning / Zoning Approvals and Permits

These are existing, occupied apartment buildings. All units have current (or are being brought to current) certificates of compliance on file with the City. The Elm Street façade work will require City approvals from the Planning Board. Seeing as these improvements are on City-owned land the approvals process may vary slightly from the norm. Building permits for the planned improvements will be obtained at the start of, and throughout the course of the construction process.

8. Proposed Schedule

This project is ready to go. With other funding sources in place the project is poised to close on the financing package as soon as September 2021. It is anticipated that construction will take 18-20 months. This is not a phased project.

Legal Claims, Action, or Suits

Manchester Neighborhood Housing Services, Inc. d/b/a NeighborWorks Southern New Hampshire does not have any past (10 years), preset or pending legal claims, actions or suits. There are no known present or anticipated facts that might adversely affect the ability of NWSNH to perform the services identified in this request.

Financial Qualifications

Attached as Exhibit E is the 2021 audited financial statement for Manchester Neighborhood Housing Services, Inc. d/b/a NeighborWorks Southern New Hampshire. The organization is financially sound and in a financial position to successfully complete the project.



Waypoint – 298 Hanover Street Project Executive Summary

Waypoint is pleased to submit this application to the City of Manchester in response to the Request for Proposals for Affordable Housing Initiatives. Waypoint's proposed project at 298 Hanover Street in Manchester is comprised of three elements – permanent housing, a drop-in center for youth experiencing homelessness and an emergency shelter. Specific to this RFP, Waypoint will be developing three (3) studio units of permanent housing for young adults ages 18-25, yet the combination of services provided through this project aligns with best practice community response to address youth and young adult homelessness. Young adults that rent these units will be provided with the necessary supports to keep them safely housed and prevent relapse into homelessness. Waypoint has 28 years' experience managing residential locations specifically for youth and young adults experiencing homelessness.

Waypoint's project is a full renovation of a current unused building in Manchester - 298 Hanover Street, most recently utilized as office space. The current detailed construction schedule has work being completed by end of June 2022. Waypoint has secured a strong project team to assist with this work. In addition to our strong background managing expansion and capital projects, SMP, Cornerstone, and Northpoint Engineering each bring expertise and experience in similar projects, and within Manchester. Our proposed project is compatible with the current neighborhood. The three (3) studio rental units will be for young adults in Manchester who are homeless, as such will benefit households with incomes that do not exceed 30% of Area Median Income as defined by HUD. Rents will not exceed 30% of this income.

Waypoint has strong and stable financials and ability to secure necessary financing to complete this project. With a grant from the City of Manchester for \$361,256, Waypoint will leverage 43% of private fundraised dollars and financing to complete this multi-faceted \$1.9 million total project.

Waypoint - 298 Hanover Street

Detailed Proposal

Detailed Proposal

Proponent Information

Legal name: Waypoint
Mailing address: 464 Chestnut Street, Manchester, NH 03105
Contact: Erin Kelly
Telephone number: 603-518-4268
E-mail address: kellye@waypointnh.org

Waypoint is 501(C)3 nonprofit entity registered in New Hampshire and solely working within the state. Waypoint has a Manchester office at the above address and 14 offices throughout NH. Child and Family Realty Corp, an entity of Waypoint, owns all Waypoint real estate, and holds all property assets.

Waypoint is sub-contracting with Sheerr McCrystap Palson Architecture, Inc (SMP Architecture), Cornerstone, PDC and Northpoint Engineering, LLC to execute the work detailed in this proposal. These entities may act on behalf of Waypoint to execute this project. None have the authority to legally bind Waypoint.

Waypoint's experience and capabilities in developing similar projects.

Waypoint has direct experience in managing capital projects. Over our 170-year history Waypoint has continually improved and expanded program and practice to meet the evolving needs of the communities we serve. To date we have 14 office locations across the state requiring upkeep, renovation, and other maintenance. Specific to this project Waypoint has purchased, updated, or fully renovated four sites as part of the Transitional Living Program which provides housing and support to youth and young adults who are homeless. Sites are in Dover, Littleton, Manchester, and Concord. The Dover and Manchester sites were both developed in collaboration with NH Housing Finance Authority (NHHFA) and HOME Funding available at that time. In 2002 as consideration was being given to developing a Transitional Housing Program, Waypoint (then Child and Family Services) completed a feasibility study in the seacoast community to make an informed decision about development. Since its inception, the Dover TLP house has been inspected regularly by NHHFA and improvements and renovations have been consistently completed to maintain a market-ready property. The Manchester site was developed in 2007 and 2008 and was designed by architect, George Hickey. In June of 2008, this site received certification as a "Green Building" by the US Green Building Council under the Leadership in Energy and Environmental Design Green Building rating system. Waypoint has maintained this building as an energy efficient building under the inspection of NHHFA and this site also meets the standard of a market-ready property.

Waypoint has secured a strong team to assist with this work: SMP Architecture, Cornerstone PDC, and Northpoint Engineering each bring expertise and experience in similar projects.

SMP Architecture is a full-service architectural firm with 38 years of history and experience.

SMP provides robust services including architectural design, facility programming, feasibility studies, campus and master planning, historical preservation, interior design, along with Building Code / ADA compliance review. SMP has worked on numerous projects including working with a private development to design market-rate housing on a tight site and working with nonprofits such as the Audubon Society to create the McLane Audubon Center in Concord, NH. This project included incorporating the original building, a small cape-style house with a much larger addition to meet many needs - a teaching facility with administrative offices, live displays, conferencing, and a retail shop.

Cornerstone PDC, based in Manchester, is a full-service building construction firm that specializes in commercial, industrial, and institutional projects. Recent similar projects include: projects for Easter Seals, NH, including \$3.5 million design-build renovation of their main office/child daycare/dental clinic/veteran's support in Manchester; projects for the Palace Theatre Trust, including the \$1.8 million design-build historical renovation of the Rex Theatre in Manchester; design-build renovations to 99 Manchester Street in Manchester NH which houses City Year's local office and second floors of residential units for national-service youth/students.

Northpoint Engineering, LLC is a civil engineering, land planning, and construction services firm offering consulting. The project manager and lead staff member on this project has worked extensively over the years in the City of Manchester on a variety of commercial and residential development projects. Including recently serving as the civil project manager for a group that was previously interested in the Hanover Street building, and as such, is very familiar with this site.

Key staff experience, role, and time commitment

Waypoint

Borja de Alvarez Toledo. Borja is a seasoned leader with more than 18 years of senior level nonprofit management experience. Borja is providing leadership over this project.

Colleen Ives, COO. Colleen brings over two decades of leadership experience. She is skilled in managing operations in the public, private, and nonprofit sectors. Colleen will be the lead project manager for Waypoint coordinating with sub-contractors to execute the work.

Erin Kelly, Director Homeless Youth and Young Adult Services. Erin has more than 15 years of experience with services for homeless youth and will provide oversight to ensure that renovations meet the needs of this population. Erin will be the main point of contact for the City of Manchester.

Sheerr McCrystap Palson Architecture, Inc (SMP Architecture)

SMP will be designing the project, working with the City of Manchester and others to secure permits, and ensure the project is executed in line with design specifications and other requirements. Jason LaCombe is an architect and the Principal for SMP. He will be reviewing plans, providing building Code review, and stamping final construction drawings. During construction Jason shall provide administration of the Contract between the Owner and the

Construction Manager. Anthony Mento is the Project Manager and will be supervising the design drawings, working with the construction manager on budgeting, and shall participate with construction administration through project completion.

Cornerstone, PDC

Roland Martin, President of Cornerstone, has over 30 years of entrepreneurial, management and senior level experience including strong cost estimating background including conceptual and design-build. Roland will serve as construction manager for this project.

Northpoint Engineering, LLC

Jeffrey Lewis, PE, is a co-founder and a principal owner of Northpoint Engineering, LLC. Jeff has over twenty-two years of professional experience in the civil engineering industry, with over seventeen years of experience in New Hampshire. He has a broad engineering background that covers commercial and residential site and subdivision design as well as municipal improvement projects. Jeff will be the principal engineer for this project.

HOME funding required to finance the project

Waypoint is requesting \$361,256 of HOME funding for this project.

Project Description

General overview of the proposed development plan.

Waypoint will be developing three (3) studio units of permanent housing for young adults ages 18-25. This will combine long-term housing needs of young adults experiencing homelessness with the supports necessary to keep them safely housed and prevent relapse into homelessness. Waypoint's proposed project at 298 Hanover Street in Manchester is comprised of three elements which are aligned with a best practice community response to address youth and young adult homelessness. In addition to permanent housing units, the 298 Hanover Street location will have an emergency shelter and a drop-in center where youth can access services. This proposal is for development of the three permanent housing units only, yet the combination of these services will provide Manchester a robust system to ensure youth homelessness is rare, brief, and non-recurring.

This request is for funding to support the three (3) studio units of permanent housing for young adults ages 18-25 who are homeless in Manchester. 298 Hanover Street is a 9200 square foot building previously used by the State for offices and has three levels. Waypoint will be developing all three levels (conceptual designs are included). The lower level will have emergency shelter beds, the second level will have offices and services for youth who are homeless (i.e., drop-in center, meeting center, kitchen), and the third level will have three studio units. The entrance will be upgraded for accessibility and curbing will be upgraded at the corner of Beech and Hanover Streets. While there is no provision of public green space, bushes and trees will be planted where they can be and selected specific to requirements of the site.

Waypoint's 298 Hanover Street project not only meets immediate housing needs but will also

provide youth and young adults the supports necessary to keep them safely housed preventing relapse back into homelessness. While providing youth with low barrier affordable housing meets immediate needs, the full project, and services that Waypoint offers will ensure that youth are able to find independence and stability and reduce impacts of youth homelessness. When service providers intervene early with youth homeless, the risk that youth will become chronically homeless is reduced. Additionally, long-term effects of homelessness which have long-term negative impacts on communities, such as substance use disorders, chronic health issues, and incarceration, are also reduced.

Number and affordability threshold of affordable housing units proposed.

Waypoint will be creating three (3) studio units. Units are for youth or young adults in Manchester who are homeless, as such will benefit households with incomes that do not exceed 30% of the Area Median Income as defined by HUD. Youth are considered to be living in poverty by virtue of the fact they lack permanent housing and education and skills to maintain stable employment. Waypoint confirms income status through a series of questions at intake around income and any received benefits and confirms their homeless status.

Housing is considered to be affordable when it accounts for no more than 30% of income. Waypoint's housing units are intended for youth who are homeless and are estimated to have incomes that do not exceed 30% of the median income in Manchester. The US Census lists Manchester's median income at \$60,711 – 30% is \$18,213. Given that rent would be no more than \$450 a month for each unit. This cost would include utilities and any required insurances. Waypoint will also partner with the Manchester Housing and Redevelopment Authority and New Hampshire Housing Finance Authority to house youth who have been issued a Family Unification Voucher or a Fostering Youth Initiatives Voucher.

Adherence to the Design Guidelines.

Waypoint commits to adhering to the Design Guidelines as presented under this RFP. This proposal calls for renovation of a current building (298 Hanover Street) versus new development. Currently only minimal exterior work is required (i.e., a new roof). The entrance will be upgraded by providing an accessible sloping walkway and by upgrading curbing on the corner of Beech and Hanover streets. New site-specific bushes and trees will be planted. No work will impact the character of the surrounding neighborhood.

Experience in executing projects of similar size and scope.

As stated above (pages 2 and 3) Waypoint has strong background in managing expansion and capital projects. Specific to this project Waypoint has purchased, updated, or fully renovated four sites as part of the Transitional Living Program which provide housing and support to youth and young adults who are homeless. Sites are in Dover, Littleton, Manchester, and Concord.

We have also secured a strong project team to assist with this work – SMP Architecture, Cornerstone, and Northpoint Engineering. Each firm brings expertise and experience in similar projects.

SMP Architecture is a full-service architectural firm providing robust services. SMP has worked

on projects for the United Way of Manchester, The American Red Cross, Northern New England Region Headquarters, and New Hampshire Audubon McLane Center.

Cornerstone PDC is a full-service building construction firm that specializes in commercial, industrial, and institutional projects with a strong familiarity of the City of Manchester. Recent similar projects include a design-build renovation for Easterseals, historical renovation of the Rex Theatre, and design-build renovations to City Year's local office.

Northpoint Engineering, LLC is a civil engineering, land planning, and construction services firm. As noted earlier they have worked extensively over the years in the City of Manchester and recently served as the civil project manager for a group previously interested in the Hanover Street building and is very familiar with this site.

Experience managing residential units.

Waypoint has been providing services for more than 50 years in Manchester to youth and young adults who are homeless or at risk and provides like services in the Seacoast (a 14-town region) and Concord. Part of these services includes managing four Transitional Living Program locations (Manchester, Donor, Concord, and Littleton). Across the four areas there are 35 beds available. Waypoint has 28 years' experience managing these residential locations.

The Transitional Living Program provides supervised residential units for youth and young adults experiencing homelessness. Waypoint provides case management support to youth to help them find a pathway out of homeless, this includes connection to community services, help with securing job, and help with finding a permanent house. Waypoint has developed emergency preparedness and management plans for local and national disasters including routine preventative maintenance of facilities. Emergency protocols are also established for responses to violence, substance use, and suicidal behavior.

Ability to implement the project expeditiously.

Waypoint's proposed projects calls for renovation of an existing building. Waypoint has signed a Purchase and Sale Agreement; the close date is scheduled for August. Waypoint has hired an architect firm and a Construction Manager for the project and has begun initial phases of work. Work to date has included initial design, conversations with the City of Manchester and others regarding permitting and requirements, archaeological review, and environmental review (anticipated to be complete by end of July). The current detailed schedule has work being completed by end of June 2022 (see attached schedule).

Ability to secure necessary financing.

Waypoint has strong and stable financials. Diverse funding streams including federal grants, state grants and contracts, and private (corporate, foundation and individual) funds. In addition, Waypoint has an endowment, and an approved line of credit. Combined, this provides Waypoint financial stability and ability to secure necessary financing to complete this project.

The total project cost is \$1.9 million with the portion specific to the three permanent housing

being \$365,156. To date Waypoint has secured \$1.3 million towards this project. Conversations are underway with a private foundation and HOME funds of \$361,256 will raise the balance of this. Waypoint is anticipating securing \$500,000 in financing for this project. While we continue to fundraise to reduce that amount, with a current line of credit, we do not anticipate any issue with securing those funds.

Timing and phasing of proposed development.

The units, and full building renovation will be complete by June 30, 2022, with groundbreaking anticipated for November 2021. Key dates include:

- Design development and engineering is underway with anticipated completion of end of July.
- Approvals and permitting will be secured by end of September.
- Final construction and bid documents will be complete and project submitted for bidding in the beginning of October.
- Construction will begin in November and is anticipated to be substantially complete by the end of April. Work may continue through May and June as needed given weather delays.

This schedule accounts for impacts from weather and other delays, as well as time needed for permitting, and bidding. A detailed schedule is included.

Compatibility of proposed uses with surrounding area.

While the previous use of the 298 Hanover Street was State offices, the current neighborhood is a mixture of commercial and residential uses. Waypoint's proposed use is compatible with the current business and residential uses of this neighborhood.

Waypoint maintains good relations with the community in which we work. We have found that businesses appreciate having a place to direct youth that they believe are homeless or in need of services. Since the 298 Hanover Street project incorporates permanent apartment units in addition to emergency beds and a drop-in center for youth, there will be staff available on site for most days and evening.

More than 800 students in the Manchester school district have been identified as experiencing homelessness and housing instability. The Manchester School District is one of the strongest partners in Waypoint's homeless youth services. These are the youth we work; this is a core of our services. Proximity to Central High School means that youth and young adults who are attending school will have easy access to basic needs services such as our food pantry, clothing closet, a free place to do laundry and to take a shower, access to computers and internet, and a safe place to sleep.

Projected valuation upon completion.

The currently unused 298 Hanover Street building will be brought up to the highest of standards for building codes as part of this project. Almost 100% of the building is to be improved including specialized upfitting such as ADA compliance, security, life safety and fire apparatus. A real estate agent provided approximate valuation at completion of renovation to approximately \$190.00 per square foot equating to \$1.8 million for the finished building.

Willingness to provide adequate security.

Waypoint is willing to provide adequate security. Waypoint has had a revolving line of credit available through Citizens Bank since 2005 and currently is approved for up to \$1.5 million. The attached letter from Citizen's confirms this loan and no outstanding balance.

Waypoint has a strong history of working collaboratively with the City of Manchester for more than 50 years. Waypoint receives contracts and grants through the state and local government and is adept at managing and completing the work as described.

Amount of funding leveraged from other sources.

With a grant from the City of Manchester for \$361,256, Waypoint will meet a minimum of 25% leverage (\$90,000) through a combination financing or private fundraised dollars. In total we expect to leverage 43% of private fundraised dollars and financing to complete this multi-faceted \$1.9 million total project. Ongoing operation of the unit and services, funded by federal grants and private individual, corporate and foundation dollars offer future leveraging of the City's commitment to this project.

Financial strategy and project feasibility.

The total cost for the 298 Hanover Street project is \$1.9 million – this includes acquisition, soft costs (I.e., engineering), and hard construction costs. The project includes renovation of the full 9200 square foot building to create an emergency shelter, drop-in center, and three apartment units for youth and young adults who are homeless. ESG-CV funds, private foundation dollars, and financing will cover the costs associated to renovate the property for the drop-in center and shelter.

Specific to this request, the creation of the three permanent apartment units will cost \$365,156, Waypoint is request \$361,256 in HOME funds to support this portion of the project. This number is based on the total square footage of the third level where the units are located, which accounts to 15% of the total building. The total cost includes acquisition, soft costs, and construction costs specific to the units.

The project construction budget was based on estimates from the project architect and construction manager and includes a 10% contingency to ensure the funding is enough to complete the project.

Zoning, permits, approvals and licenses.

Preliminary conversations have been had with City departments and Waypoint anticipates receiving all needed approvals, permits, zoning and licenses. To date Waypoint has completed the Phase 1 environmental review and has received a finding of no adverse effect from the Division of Historical Resources.

The following details what is anticipated to be needed and timeline on receipt:

Permit/Approval	Status
Phase 1 environmental review	Complete
Historical review	Complete
Additional environmental review to include asbestos testing; lead paint testing; radon testing and HUD Form 4128	July 2021
City of Manchester Planning Board approval	September 2021
City of Manchester Zoning Board approval	September 2021

Past, Present or Pending Legal Claims, Actions, or Suits

Waypoint has not been a party in any court proceedings in the past ten (10) years. Waypoint has had no indictments, criminal investigations, regulatory actions against it within the past ten (10) years.

Sheerr McCrystap Palson Architecture, Inc. SMP Architecture has not been found in fault or breach of any contract and there are no indictments or criminal investigations.

Cornerstone, PDC, has had no past, present or pending legal claims of any sort in the corporation history since founding in 2001.

Northpoint Engineering, LLC, has not been a party in any court proceedings in the past ten (10) years including any determination by an arbitration panel, federal, state, or local regulatory body, nor any court of law that any firm member has been found in breach or default under any agreement or contract. There are not any indictments, criminal investigations, regulatory actions, completed or pending, within the past ten (10) years, in any venue involving any member of the Northpoint team.

There are no present or anticipated facts known to Waypoint that might reasonably be expected to adversely affect its ability to perform the services identified in the RFP.

Attachments

- Resumes for Project Team.
- Conceptual site plans, floor plans, diagrams, and narrative descriptions, as applicable, for all proposed structures and uses on the site.
- Proposed schedule for the project.
- Letter regarding line of credit.
- Preliminary development pro forma showing estimated development costs and proposed sources and uses of funds for the project and additional information demonstrating financial ability.

CIP BUDGET AUTHORIZATION

CIP#: 610822 Project Year: 2022 CIP Resolution: 6/8/2021
 Title: MHRA - Kelley Falls New Development (Phase I) Amending Resolution: 12/7/2021
 Administering Department: Planning and Community Development Revision:

Project Description: New construction of 48 1-, 2-, and 3-bedroom units in two 24-unit buildings on the existing Kelley falls Apartments' campus.

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

Critical Events

1. Program Initiation	12/7/2021
2. Program Completion	12/31/2023
3.	
4.	
5.	
	12/31/2023

Line Item Budget

	HOME			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$450,000.00	\$0.00	\$0.00	\$450,000.00
TOTAL	\$450,000.00	\$0.00	\$0.00	\$450,000.00

Revisions:

Comments: \$450,000 of HOME funds transferred from CIP #810121.

CIP BUDGET AUTHORIZATION

CIP#: 810121 Project Year: 2021 CIP Resolution: 6/9/2020
 Title: Affordable Housing Initiatives Amending Resolution: 12/7/2021
 Administering Department: Planning & Community Development Revision: #2 & #3

Project Description: Funding to increase the supply of decent, safe, and affordable housing units through rehabilitation

Federal Grants

Federal Grant: Yes
 Grant Executed:

Environmental

Review Required: Yes
 Completed: Completed

Critical Events

1. Project Initiation	7/1/2020
2. Project Completion	6/30/2021
3.	
4.	
5.	
	6/30/2021

Line Item Budget

	HOME			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

Revisions:

Revision #1 Increases Budget \$750,000 from \$461,750 to \$1,211,750. #2 Transfers \$450,000 to CIP #610822 and decreases budget from \$1,211,750 to \$761,750. #3 Transfers \$761,750 to CIP #610922 and decreases budget from \$761,750 to \$0.

Comments:

Authorization of Entitlement funds is contingent upon HUD grant execution. \$750,000 transferred from CIP #610920.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2021 and 2022 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Four Hundred Fifty Thousand Dollars (\$450,000) for the FY2022 CIP 610822 MHRA—Kelley Falls New Development (Phase I).”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 and 2022 CIP’s as contained in the 2021 and 2022 CIP budget’s; and

WHEREAS, the 2021 and 2022 CIP’s contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Planning and Community Development Department administered projects;

NOW, THEREFORE, be it resolved that the 2021 and 2022 CIP’s be amended as follows:

By adding:

FY2022 CIP 610822 MHRA—Kelley Falls New Development (Phase I) - \$450,000 HOME

By decreasing:

FY2021 CIP 810121 Affordable Housing Initiatives - \$450,000 HOME

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

CIP BUDGET AUTHORIZATION

CIP#: 610922 Project Year: 2022 CIP Resolution: 6/8/2021
 Title: Neighborworks Southern New Hampshire - Renew II Amending Resolution: 12/7/2021
 Administering Department: Planning and Community Development Revision:

Project Description: Rehabilitation and upgrade of 101 (1-, 2-, and 3--bedroom) units of existing affordable housing located at 1382 - 1492 Elm Street and 25 Brook Street.

Federal Grants

Federal Grant: Yes
 Grant Executed: Yes

Environmental

Review Required: Yes
 Completed: Pending

Critical Events

1. Program Initiation	12/7/2021
2. Program Completion	12/31/2022
3.	
4.	
5.	
	12/31/2022

Line Item Budget

	HOME			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
TOTAL	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00

Revisions:

Comments: \$761,750 of HOME funds transferred from CIP #810121, \$4,777 of HOME CHDO transferred from CIP #810221, \$105,067 of HOME CHDO transferred from CIP #810122, and \$628,406 HOME transferred from CIP #810222.

CIP BUDGET AUTHORIZATION

CIP#: 810121 Project Year: 2021 CIP Resolution: 6/9/2020
 Title: Affordable Housing Initiatives Amending Resolution: 12/7/2021
 Administering Department: Planning & Community Development Revision: #2 & #3

Project Description: Funding to increase the supply of decent, safe, and affordable housing units through rehabilitation

Federal Grants

Federal Grant: Yes
 Grant Executed:

Environmental

Review Required: Yes
 Completed: Completed

Critical Events

1. Project Initiation	7/1/2020
2. Project Completion	6/30/2021
3.	
4.	
5.	
	6/30/2021

Line Item Budget

	HOME			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

Revisions:

Revision #1 Increases Budget \$750,000 from \$461,750 to \$1,211,750. #2 Transfers \$450,000 to CIP #610822 and decreases budget from \$1,211,750 to \$761,750. #3 Transfers \$761,750 to CIP #610922 and decreases budget from \$761,750 to \$0.

Comments:

Authorization of Entitlement funds is contingent upon HUD grant execution. \$750,000 transferred from CIP #610920.

CIP BUDGET AUTHORIZATION

CIP#: 810221 Project Year: 2021 CIP Resolution: 6/9/2020
 Title: CHDO Set-Aside Amending Resolution: 12/7/2021
 Administering Department: Planning & Community Development Revision: #2

Project Description: HOME Community Housing Development Organization (CHDO) set aside to support the development of affordable housing units to comply with Federal requirement.

Federal Grants

Federal Grant: Yes
 Grant Executed:

Environmental

Review Required: Yes
 Completed: Completed

Critical Events

1. Project Initiation	7/1/2020
2. Project Completion	6/30/2022
3.	
4.	
5.	
	6/30/2022

Line Item Budget

	HOME			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

Revisions:

#1- decrease budget by \$98,573 (from \$103,350 to \$4,777) and transfer to CIP #611719.
 #2 - Transfers \$4,777 to CIP #610922 and decreases budget from \$4,777 to \$0.

Comments:

Authorization of Entitlement funds is contingent upon HUD grant execution.

CIP BUDGET AUTHORIZATION

CIP#: 810122	Project Year: 2022	CIP Resolution: 6/8/2021	
Title: HOME CHODO Set-Aside		Amending Resolution: 12/7/2021	
Administering Department: Planning & Community Development		Revision: #1	

Project Description: Funding Set-aside for certified Community Housing Development Organizations (CHDO) to increase the supply of decent, safe, and affordable housing units through rehabilitation.

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

Critical Events

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

Line Item Budget

	HOME			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00

Revisions: #1 - Transfers \$105,067 to CIP #610922 and decreases budget from \$105,067 to \$0.

Comments: Authorization of Entitlement funds is contingent upon HUD grant execution.

CIP BUDGET AUTHORIZATION

CIP#: 810222

Project Year: 2022

CIP Resolution: 6/8/2021

Title: Housing Initiatives

Amending Resolution: 12/7/2021

Administering Department: Planning & Community Development

Revision: #1

Project Description: Funding to increase the supply of decent, safe, and affordable housing units through new construction or the rehabilitation of existing housing stock.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: Yes

Grant Executed:

Completed: Complete

Critical Events

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

Line Item Budget

	HOME			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$171,594.00	\$0.00	\$0.00	\$171,594.00
TOTAL	\$171,594.00	\$0.00	\$0.00	\$171,594.00

Revisions: #1 - Transfers \$628,406 to CIP #610922 and decreases budget from \$800,000 to \$171,594.

Comments: Authorization of Entitlement funds is contingent upon HUD grant execution.

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2021 and 2022 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) for the FY2022 CIP 610922 Neighborworks Southern New Hampshire - Renew II.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 and 2022 CIP's as contained in the 2021 and 2022 CIP budget's; and

WHEREAS, the 2021 and 2022 CIP's contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Planning and Community Development Department administered projects;

NOW, THEREFORE, be it resolved that the 2021 and 2022 CIP's be amended as follows:

By adding:

FY2022 CIP 610922 Neighborworks Southern New Hampshire - Renew II - \$1,500,000 HOME

By decreasing:

FY2021 CIP 810121 Affordable Housing Initiatives - \$761,750 HOME

By decreasing:

FY 2021 CIP 810221 CHDO Set-Aside - \$4,777 HOME

By decreasing:

FY 2022 CIP 810122 HOME CHODO Set-Aside - \$105,067 HOME

By decreasing:

FY 2022 CIP 810222 Housing Initiatives - \$628,406 HOME

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

CIP BUDGET AUTHORIZATION

CIP#: 611921 Project Year: 2021 CIP Resolution: 6/9/2020
 Title: WayPoint - 298 Hanover Street Renovation Project Amending Resolution: 12/7/2021
 Administering Department: Planning & Community Development Revision: #1

Project Description: Funding to finance the renovation of the property located at 298 Hanover Street. The project will result in the relocation of the Youth Resource Center Drop-in, the creation of 8 to 10 crisis response beds for youth and 3 permanent housing units for young adults ages 18 to 25.

Federal Grants

Federal Grant: Yes
 Grant Executed: Yes

Environmental

Review Required: Yes
 Completed: Pending

Critical Events

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

Line Item Budget

	ESG-CV2	HOME-ARP		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$729,637.74	\$361,256.00	\$0.00	\$1,090,893.74
TOTAL	\$729,637.74	\$361,256.00	\$0.00	\$1,090,893.74

Revisions:

Revision #1 - Increases budget \$361,256 from \$729,637.74 to \$1,090,893.74, 361,256 of HOME-ARP transferred from CIP #610722.

Comments:

\$110,984 of ESG-CV2 transferred from CIP #811421 and \$618,653.74 of ESG-CV2 transferred from CIP #611921,

CIP BUDGET AUTHORIZATION

CIP#: 610722	Project Year: 2022	CIP Resolution: 6/8/2021
Title: HUD HOME-ARP Housing Initiatives	Amending Resolution: 12/7/2021	
Administering Department: Planning and Community Development	Revision: #1	

Project Description: Funding to support housing initiatives that primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.

Federal Grants

Federal Grant: Yes
 Grant Executed: Yes

Environmental

Review Required: Yes
 Completed: Pending

Critical Events

1.	Project Initiation	10/19/2021
2.	Project Completion	9/30/2030
3.		
4.		
5.		
		9/30/2030

Line Item Budget

	HOME-ARP			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,962,345.00	\$0.00	\$0.00	\$1,962,345.00
TOTAL	\$1,962,345.00	\$0.00	\$0.00	\$1,962,345.00

Revisions:

Revision #1 - Decreases budget \$361,256 from \$2,323,601 to \$1,962,345 and transfers funding to CIP #611921.

Comments:

Planning Department/Startup Form - 07/1/20

\$1,962,345.00

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2021 and 2022 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Three Hundred Sixty One Thousand Two Hundred Fifty Six Dollars (\$361,256) for the FY2021 CIP 611921 Waypoint 298 Hanover Street Renovation Project.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 and 2022 CIP's as contained in the 2021 and 2022 CIP budget's; and

WHEREAS, the 2021 and 2022 CIP's contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the following transfers between Planning and Community Development Department administered projects;

NOW, THEREFORE, be it resolved that the 2021 and 2022 CIP's be amended as follows:

By increasing:

FY2021 CIP 611921 Waypoint 298 Hanover Street Renovation Project - \$361,256 HOME-ARP

By decreasing:

FY2022 CIP 610722 HUD HOME-ARP Housing Initiatives - \$361,256 HOME-ARP

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

Jonathan Hopkins
Director
Central Fleet Services



CITY OF MANCHESTER

Central Fleet Services

November 8, 2021

To: Community Improvement Committee

Re: Seeking authority to issue request for proposal and enter into a contract before the start of the next fiscal year

Dear Chairman Cavanaugh,

I am asking for permission to issue request for proposals and enter into a contract to purchase a Fire Department Engine before the start of the 2022/2023 fiscal year. The purchase will be part of the Motorized Equipment Replacement fund for the next fiscal year.

The Engine to be purchased using 2022/2023 MER funds will be replacing Engine 9. The estimated cost of this Engine is \$650,000 dollars. Engine 9 is a 2008 E One Cyclone and is reaching the end of its current life cycle as a first response Engine. Once the new Engine arrives Engine 9 will be used as part of the reserve fleet. Another older truck will then be retired from the reserve fleet.

This is a specialty vehicle and has a long production time, up to 300 days. We will not be taking delivery before the start of the next fiscal year. By entering into a contract early we hope to avoid any potential cost increase and cut down the delivery time for this vehicle.

Sincerely,

Jonathan Hopkins
Central Fleet Services Director

480 Hayward St • Manchester, New Hampshire 03103 • (603) 792-5360
E-mail: jhopkins@manchesternh.gov • Website: www.manchesternh.gov



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

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

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

MEMORANDUM

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP
Director, Planning and Community Development

Date: November 5, 2021

Re: CIP #610417 Housing Rehabilitation Program – Mortgage Subordination – 21
Moody Street (Single Family)

Evelyn and Edward Horn, the owners of 21 Moody Street have contacted this office to request the subordination of a City lien totaling \$15,000 placed upon the aforementioned property. The lien was placed due to the use of CDBG funds used to assist the owner with the rehabilitation of the property.

The requested subordination will allow the owner to open a Home Equity Line of Credit for \$30,000 and use the funds to improve their property.

Respectfully, I request that the Committee make a recommendation to accept or deny the subordination request to the full Board.

EVELYN AND EDWARD HORN
21 Moody Street
Manchester, NH 03103
Tel: 603-660-0328
Email: evhorn64@gmail.com

September 30, 2021

The Honorable Kevin Cavanaugh
Chairman, CIP
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: 21 Moody Street - Subordination of Loan

Dear Mr. Cavanaugh:

We would like to request that the CIP Committee allows us to subordinate the current mortgage between the City of Manchester and Evelyn and Edward Horn.

We, Evelyn and Edward Horn would like to open a Home Equity Line of Credit for \$30,000.00 and use the funds, if needed, for home improvement projects, (garage addition, bathroom addition, bathroom and kitchen renovation). We are hoping to be able to do these projects without having to use the HELOC.

Triangle Credit Union has done a drive-by appraisal which came at \$308,000. Our mortgage balance with CMG is \$168,625.94.

Thank you for your consideration.

Sincerely,



Evelyn Horn



Edward Horn



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

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

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

MEMORANDUM

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

From: Leon L. LaFreniere, AICP
Director, Planning and Community Development

Date: November 5, 2021

Re: CIP #611619 2018 Lead-Based Paint Hazard Reduction Grant Program –
Mortgage Subordination – 385-387 Belmont Street (Multi-Family)

Matthew Brown, the owner of 385-387 Belmont Street has contacted this office to request the subordination of a City liens totaling \$70,870 placed upon the aforementioned property. The lien was placed due to the use of Lead-Based Paint Hazard Reduction Demonstration Grant funds used to pursue lead abatement and renovation at the property.

The requested subordination will allow the owner to acquire a lower rate mortgage on the property thereby reducing operational costs and correspondingly, its economic viability. The owner represents and has documented that \$40,675 of cash is being taken out in the refinancing to replace the roof on 385 Belmont and upgrade the heating systems at 387 Belmont. The owner has also indicated that the city's security instrument will remain in the same position.

Respectfully, I request that the Committee make a recommendation to accept or deny the subordination request to the full Board.

Attention Chairman Alderman Kevin Cavanaugh

Regarding: Property: 385-387 Belmont St, Manchester, NH, 03103

Property Owner: Matthew G. Brown

I, Matthew G. Brown, legal and sole property owner of 385-387 Belmont St, Manchester, NH 03103 hereby requests subordination/the ability to refinance the existing mortgage associated with the property for the following reasons:

1. The current interest rate on the property is 4.875%. The refinance will bring the rate to approximately 3.375%.
2. The principal and interest payment will change from \$1,428.86 to approximately \$1,410.29 thus lessening the monthly payment obligation and lessening debt (interest) owed on the property throughout the life of the loan as well as on the monthly payment.
3. The refinance will also be a cash-out refinance. The amount of the current mortgage is \$264,876.10 and the amount of the new mortgage will be \$319,000.
4. The projected cash out from the refinance will be approximately \$40,675. The cash out from the refinance will be used to pay for the new roof severely needed on 385 Belmont St as well as to budget for new heating systems in the 3 units at 387 Belmont St (currently old parlor gas heater and gas on gas stoves which they do not even make new anymore). If any money is left over from those projects, the money will be used to budget for roof on 387 Belmont St. 387 Belmont St is not in dire need of a roof as is 385 Belmont St.

The current valuation of the building is \$475,000 per appraisal completed by John J Concannon Appraisals.

I, Matthew G Brown, can attest that the city of Manchester, NH will remain in the second lien position after the subordination.

Very respectfully,



Matthew G. Brown

Property Owner of 385-387 Belmont St, Manchester, NH, 03103

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

Timothy J. Clougherty
Deputy Public Works Director



Commission
Toni Pappas, Chair
Patrick Robinson
James Burkush
Trixie Vazquez
Armand Forest

CITY OF MANCHESTER

Department of Public Works

October 21, 2021

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

Attention: Alderman Kevin Cavanaugh
Chairman, CIP Committee

Subject: Municipal & Project Agreement for Derryfield School Congestion Mitigation & Air Quality Program (State Project #42886)

Dear Alderman Cavanaugh:

As you are aware the Derryfield School received Board of Mayor and Alderman approval on 12/19/17 to construct a roundabout at the intersection of River Road and Bicentennial Drive/Derryfield driveway.

The Derryfield School submitted an application and was awarded a Congestion Mitigation and Air Quality (CMAQ) grant through the NHDOT for construction of the roundabout. The grant is an 80/20 match so \$1,200,000 in federal funds and a \$300,000 match which will be paid in full by the School. Their grant estimate for total project cost was \$1,765,000 so the Derryfield School would also be responsible for all costs above what is available through the grant program. The City would then take over maintenance of the new roadway once completed, with Derryfield being responsible for maintaining the landscaping in the center, but there is no financial commitment requirement for the engineering or construction from the City.

As outlined in the attached Municipal and Project Agreements, Derryfield School would be responsible for managing the project through construction with the City serving an advisory/review role and the City will be the organization responsible for maintenance after construction is completed.

The Department of Public Works is asking for Board of Mayor and Alderman approval to delegate authority to the DPW Director to execute both the Municipal and Project agreements with the State of New Hampshire and Derryfield School.

The municipal agreement includes the following language which requires the City to defend and indemnify the NHDOT:

The PROJECT SPONSOR, and the ORGANIZATION RESPONSIBLE FOR MAINTENANCE shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and

against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.

If you have any questions or comments, please do not hesitate to call.

Thanks,

A handwritten signature in cursive script that reads "Kristen Clarke".

Kristen Clarke, PE, PTOE
Traffic Engineer

**CONGESTION MITIGATION & AIR QUALITY PROGRAM
PROJECT AGREEMENT
FOR**

DERRYFIELD SCHOOL
PROJECT SPONSOR DUNS #: 085585511
STATE VENDOR #: 154407
STATE PROJECT #: 42886
FEDERAL PROJECT #: X-A004(986)

THIS AGREEMENT, is made and entered into this ____ day of _____, 2021, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the DERRYFIELD SCHOOL, hereinafter called "THE PROJECT SPONSOR", and the "DERRYFIELD SCHOOL, hereinafter called "THE PROJECT MANAGER, and the CITY OF MANCHESTER, hereinafter called the "ORGANIZATION RESPONSIBLE FOR MAINTENANCE".

WITNESSETH that,

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to construct a roundabout at the entrance to The Derryfield School in the City of Manchester is an eligible project for funding under the Federal Aid Program created under a federal law known as FAST-ACT (Fixing America's Surface Transportation System Act); and

WHEREAS, the DEPARTMENT has established Congestion Mitigation & Air Quality Project #42886 (the "Project") for the aforesaid project, with the project funding and target ad year as represented in the table below; and

Ad Year: 2027	Federal Share 68%	Local Share 32%	Non-Participation	Total Budget
Current Day Estimate	\$1,377,904.75	\$648,425.76	\$0.00	*\$2,026,330.51

*The project cost shown is the FY 2021 estimated cost, inflated at 2.8% per year to FY 2027.

WHEREAS, the PROJECT SPONSOR has submitted an Application (19-10CMAQ) to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project and the ORGANIZATION RESPONSIBLE FOR MAINTENANCE desires to provide maintenance of the facility after construction is completed; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. *The PROJECT SPONSOR and ORGANIZATION RESPONSIBLE FOR MAINTENANCE shall provide or cause to provide for both the maintenance of the Project during construction and then the subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Should operational adjustments be necessary, the PROJECT SPONSOR and the City of Manchester agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.*
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs. Any and all of these project and financial records must be made available to the DEPARTMENT and Federal Highway Administration at their request.
- F. *The PROJECT SPONSOR, and the ORGANIZATION RESPONSIBLE FOR MAINTENANCE shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.*
- G. Non-Discrimination:
1. The PROJECT SPONSOR agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d—2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Non-

discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964” (referred to as the “REGULATIONS”), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.

2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
 - a. That each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
 - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.*
 - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*
 - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*

3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>
- H. The PROJECT SPONSOR certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of New Hampshire. The term "principal" for purposes of this Agreement means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the PROJECT SPONSOR. The PROJECT SPONSOR also certifies that it will verify the state and federal suspension and debarment status for all parties (consultant/vendor/contractor, etc.) receiving funds under this Agreement as a sub-Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred party. The PROJECT SPONSOR shall immediately notify the Department if any sub-Agreement party is debarred or suspended, and shall, at the DEPARTMENT'S request, take all steps required by the State to terminate its sub-Agreement relationship with the party for work to be performed under this Agreement.
 - I. If there is a default of any nature to this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.
 - J. The PROJECT SPONSOR *and the* ORGANIZATION RESPONSIBLE FOR MAINTENANCE shall maintain all items related to landscaping maintenance of grass and vegetative improvements, including but not limited to fertilization, mowing, pruning, re-mulching, irrigation maintenance and purging, and landscape lighting.
- II. DUTIES AND RESPONSIBILITIES OF THE ORGANIZATION RESPONSIBLE FOR MAINTENANCE:**
- A. The ORGANIZATION RESPONSIBLE FOR MAINTENANCE, Department of Public Works will work hand in hand with the PROJECT SPONSOR to be involved in reviews and meetings through the project and at the conclusion of the project before the project is turned over to the CITY OF MANCHESTER for maintenance
 - B. The ORGANIZATION RESPONSIBLE FOR MAINTENANCE will take over the maintenance of the infrastructure improvements to include, but not be limited to, asphalt maintenance, snow removal, deicing, crack filling, road markings, curb repair and sweeping, road signage and other items in compliance with requirements of 23 CFR 1.27 and 28 CFR 35.133

DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in the Table of page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the Project at least two (2) years prior to the Programmed Year of Advertisement as set forth in the Table on page 1 unless the Programmed Year of Advertisement is less than 2 years from the date of this agreement, and substantially complete the Project 2 years after the Programmed Year of Advertisement as set forth in the Table on page 1, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension to either deadline. Such application for extension must be made in writing, providing an explanation of the reasons for the delay, and proposing a revised schedule. Failure to meet any deadline without good cause or failure to submit an extension request may cause the DEPARTMENT to cancel its participation in this Project at its sole discretion, in which case any remaining

funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.

- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

By: _____
Commissioner
Department of Transportation

DERRYFIELD SCHOOL

By: Gerard Muth
Title: Chief Financial Officer

Authorized to enter into Agreement as
approved by Governor & Council on
September 23, 2020, Item #39.

CITY OF MANCHESTER

By: _____
Title: _____

The Derryfield School CMAQ Project (Manchester 42886) Agreement

Roundabout Location: Intersection of North River Road, Bicentennial Drive and
The Derryfield School Middle School Entrance (Double “D” Drive)

Property Owner: City of Manchester
One City Hall Plaza
Manchester, NH 03101

Roundabout Owner: City of Manchester
One City Hall Plaza
Manchester, NH 03101

This Roundabout Agreement between The Derryfield School, 2108 North River Road, Manchester, NH 03014 and the City of Manchester, One City Hall Plaza, Manchester, NH 03101 will outline roles and responsibilities of each party, for the construction and maintenance of a roundabout at the intersection of North River Road, Bicentennial Drive and The Derryfield School Middle School Entrance (Double “D” Drive).

The Derryfield School submitted a grant application to the New Hampshire Department of Transportation Congestion Mitigation & Air Quality Program (CMAQ) on August 6, 2019. The project received approval from the Executive Council and placed on the Ten Year Plan, December 2, 2019. The Derryfield School submitted the CMAQ grant application and is listed as the Sponsor of the application. The Derryfield School is responsible for funding the balance of the 80/20 (80% grant funding 20% applicant share) cost to construct the roundabout. Any costs above the grant amount will be funded by the Derryfield School. The City of Manchester’s expectation is that The Derryfield School should manage and bear the responsibility for the construction of the roundabout. With that said, The City of Manchester Department of Public Works will work hand in hand with the school and be involved with the project in “Consultation” with The Derryfield School, participate in meetings, review plans as needed throughout the project and at the conclusion of the project before the roundabout is turned over to the City of Manchester. The Derryfield School will keep informed The City of Manchester Department of Public Works on all emails and notifications with regards to the roundabout project. The Derryfield School will insure that all contractors, subcontractors, engineers, and consultants maintain insurance of type and with limits common to such projects and that all relevant policies list the City of Manchester as an additional insured.

At the conclusion of the project, The City of Manchester will take over the ownership and annual maintenance of the roundabout. These maintenance responsibilities include, but not limited to, asphalt maintenance, snow removal, deicing, crack filling, road markings, curb repair, curb sweeping and road signage.

At conclusion of the project, The Derryfield School has agreed to maintain the landscape and irrigation within the center of the roundabout. These tasks may include grass fertilization and mowing, plant fertilization and pruning, annual remulching of plant beds, maintenance of the irrigation system, annual irrigation purging of water in the fall to prevent pipe freezing and maintain any interior signage and landscape lighting.

The Derryfield School and The City Of Manchester have executed the agreement on this ____ day of _____, 2021

The Derryfield School

By: _____

Name: _____

Title: _____

City of Manchester

By: _____

Name: _____

Note: The following item with attachments below was passed by the Committee on Public Safety, Health, and Traffic on 11/17/2017, and by the full Board of Mayor and Aldermen on 12/19/2017:

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Public Safety, Health, and Traffic respectfully recommends, after due and careful consideration, that the request from TFMoran, Inc. for a proposed roundabout on Bicentennial Drive and River Road be approved.

(Unanimous vote with the exception of Alderman O'Neil who was absent)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand", with a stylized flourish at the end.

Clerk of Committee



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Scientists

November 27, 2017

Alderman Katsiantonis, Chairman
Public Safety, Health, and Traffic Committee
Board of Mayor and Aldermen
One City Hall Plaza
Manchester, NH 03101

Re: Proposed Roundabout – Bicentennial Drive and River Road

Dear Chairman Katsiantonis;

Attached is a conceptual plan of a new roundabout proposed for Bicentennial Drive and River Road, to improve the safety of this intersection, which has seen an increasing number of accidents and close calls in recent years. This intersection also forms the main entrance to The Derryfield School.

This proposed roundabout is the result of a collaboration between The Derryfield School, SNHU, and the Manchester PWD to study various improvement options that has been going on for many years. The Derryfield School and SNHU have already funded the study, survey, and preliminary design of this roundabout, and intend to fund the final design and construction as well, through a combination of private donations and grants.

The City PWD has reviewed these preliminary plans and is supportive of the project. However, in order to move this project ahead and proceed with fund-raising and grant applications, it is important to have the backing and approval of the City's Traffic Committee. We are therefore presenting this proposal to your Committee for your review and approval.

Thank you for your consideration of this matter.

TFMoran, Inc.

Robert Duval, PE

Cc: Gary Harper – The Derryfield School
Kevin Sheppard – DPW Director



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

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

Matthew M. Sink
Deputy Director - Building Regulations

Date: November 5, 2021

To: CIP Committee of the Honorable Board of Mayor and Aldermen

From: Leon L. LaFreniere, AICP 
Director, Planning & Community Development

Subject: Petition for Demolition and Removal of Hazardous Buildings

The Board of Mayor and Aldermen has previously authorized the Planning and Community Development Department to pursue relief through court proceedings under RSA 155:B for a damaged structure located at **298-302 Front Street**. Said relief was granted by the court (copy of orders attached), and a request for bids was issued for demolition of the damaged structures. We have completed the bid process and are now able to move forward with removal.

The two-family dwelling located at **298-302 Front Street** was damaged in a fire in 2014 and has continually deteriorated since and creates a negative impact on neighboring properties. The Court has found that the owner of the property, NCID Properties, LLC, was properly served and failed to file an answer in response to the court proceeding. After soliciting bids for the demolition, the lowest bid received from a qualified bidder was **\$75,300**.

As a result of the bid outcome I would request authorization to execute a contract of **\$75,300** to cover the costs of demolition of this structure. I have identified available funds in CIP Project #'s 610221 and 610322 that were previously appropriated for this purpose. Should the CIP Committee approve, and the full Board of Mayor and Aldermen concur, I will award the bid and execute the removal of the damaged structure. Any expenses incurred by the City would then result in a lien being placed on the property for eventual recovery.

Thank you for your consideration of this matter. I will be available for any questions the Board may have.

Attachments

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.

**NINTH CIRCUIT COURT
MANCHESTER DISTRICT DIVISION
October Term 2021**

**CITY OF MANCHESTER, NH
One City Hall Plaza
Manchester, NH 03101**

**v.
ZEMBRUSKI FAMILY REALTY TRUST
28 Kensington Avenue
Metheun, MA 01844**

Docket No. 456-2021-CV-00291

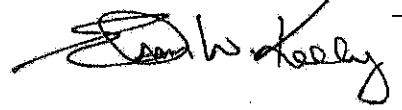
ORDER

On October 13, 2021 the City of Manchester filed a Motion for Summary Enforcement of the Order for Demolition of the City of Manchester, NH Board of Mayor and Alderman dated November 17, 2020 (hereinafter, "Order for Demolition"). This Honorable Court finds as follows:

1. That a lawful Order for Demolition was issued on November 17, 2020 by the Board of Mayor and Aldermen of the City of Manchester ordering Zembruski Family Realty Trust, owner of the property located at 416 Central St. Manchester, Hillsborough County, New Hampshire, 03103 to demolish, raze, and fill in the associated cellar or other hole of a certain building located on said property within thirty (30) days following service of the Order for Demolition.
2. That pursuant to R.S.A. 155-B:4., the City caused service through formal process and waiver and acceptance of service of the Order for Demolition to be made on Zembruski Family Realty Trust and lienholders, City of Manchester Tax Collector's Office and City of Manchester Water Works
3. That on or about August 23, 2021, the City of Manchester filed a copy of the *Order for Demolition* with this Court.
4. That on or about August 23, 2021 the City of Manchester caused to be recorded a *Notice of Pendency* with the Hillsborough County Registry of Deeds pursuant to RSA 155-B:5.

SO ORDERED

Date



Judge Edwin W. Kelly

10/26/2021

Clerk's Notice
Document sent to parties
on 10/29/2021

Any motion for reconsideration must be filed within
10 days of the date of this notice. Any appeal to
Supreme Court must be filed within 30 days of the
date of this notice.

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.

**NINTH CIRCUIT COURT
MANCHESTER DISTRICT DIVISION
May Term 2021**

**CITY OF MANCHESTER, NH
One City Hall Plaza
Manchester, NH 03101**

Granted

William H. Lyons

Judge William H. Lyons

07/07/2021

v.

**NCID Properties, LLC.
180 Sylvester St.
Manchester, NH 03102**

Docket No. 456-2021-CV-00085

MOTION FOR SUMMARY ENFORCEMENT

NOW COMES the City of Manchester, NH (hereinafter, "City") by and through its attorney, Gregory T. Muller, Esquire, and pursuant to RSA 155-B:7, moves for Summary Enforcement of an Order of Demolition issued by the Board of Mayor and Aldermen of the City of Manchester on December 15, 2020 as follows:

1. On December 15, 2020, the Board of Mayor and Aldermen of the City of Manchester, NH (hereinafter, "BMA") ordered NCID Properties, LLC (hereinafter, "NCID") of 180 Sylvester St. Manchester, NH 03102, owner of 298-302 Front St. Manchester, NH 03102 to demolish, raze, and fill any cellar or other hole no later than thirty (30) days from the service of the order. See Order of Demolition issued by the Board of Mayor and Aldermen of the City of Manchester on December 15, 2020.
2. Upon information and belief, there are no lienholders with regards to the property located at 298-302 Front St. Manchester, NH 03102 (hereinafter, "Property") that is the subject of the above-described order of the BMA issued on December 15, 2020 (hereinafter, "Order").
3. On January 4, 2021, David C. Dunn accepted and waived service on behalf of NCID. See Acceptance and Waiver of Service.
4. On or about March 15, 2021, the City of Manchester filed a copy of the Order for Demolition and recorded a Notice of Pendency with the Hillsborough County Registry of Deeds pursuant to R.S.A. 155-B:5.

Respectfully submitted,

THE CITY OF MANCHESTER, NH

By and through its attorney,



Gregory T. Muller, Esquire

NHBAR #16477

City of Manchester, NH

Office of the City Solicitor

One City Hall Plaza

Manchester, NH 03101

(603) 624-6523

(603) 624-6528 (Fax)

gmuller@manchesternh.gov

June 17, 2021

**STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.**

AFFIDAVIT

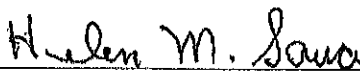
I, Gregory T. Muller of the Manchester City Solicitor's Office, One City Hall Plaza, Manchester, NH having first been duly sworn, upon my oath say that the foregoing motion is true and accurate to the best of my knowledge and belief.



Gregory T. Muller (NH Bar #16477)

That Gregory T. Muller personally appeared before me and made oath that the foregoing is true and accurate to the best of her knowledge and belief.

June 17, 2021



~~Justice of the Peace~~ Notary Public

