



COMMITTEE ON COMMUNITY IMPROVEMENT

September 7, 2021 at 5:45 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Cavanaugh, O'Neil, Sapienza, Roy, and Barry

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 \$811,413 for CIP 213021 Epidemiology and Laboratory Capacity "Enhancing Detection" Fund.
Gentlemen, what is your pleasure?
2. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$11,959 for CIP 212320 Overdose Data to Action Supplemental Funds.
Gentlemen, what is your pleasure?
3. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$25,000 for CIP 410822 2020 Homeland Security Grant Program Award - Hazmat.
Gentlemen, what is your pleasure?
4. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$131,000 for CIP 410722 MHRA Community Policing.
Gentlemen, what is your pleasure?
5. Communication from Leon LaFreniere, Planning & Community Development Director, requesting approval of the City's updated HUD Section 3 and Minority Business Compliance Plan.
Gentlemen, what is your pleasure?

6. Communication from the property owners of 324-326 Spruce Street requesting subordination of a City lien in the amount of \$30,000.
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

MEMORANDUM

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

From: Anna Thomas, MPH
Director, Manchester Health Department

Date: August 10, 2021

Re: Additional Funding - Epidemiology and Laboratory Capacity "Enhancing Detection"

The Health Department will be receiving additional funding in the amount of \$811,413 from the State of NH to continue supporting COVID-19 work. This funding opportunity is very specific to the testing, contact tracing, and outbreak prevention and control aspects of COVID-19. This funding will be available through June 20, 2023.

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

We are also requesting that it be reported out at the Board of Mayor and Aldermen meeting on the same night as this contract needs to be returned to the State as soon as possible.

Thank you.

CIP BUDGET AUTHORIZATION

CIP#: 213021

Project Year: 2021

CIP Resolution: 6/9/2020

Title: Epidemiology and Laboratory Capacity "Enhancing Detection" Fund.

Amending Resolution: 9/7/2021

Administering Department: Health Department

Revision: #1

Project Description:

That state of NH will be providing funding to the Manchester Health Department for the following in relation to COVID19:

Staffing to support case investigation and contact tracing.

Staffing to support outbreak investigation and response including providing infection prevention and control guidelines for healthcare settings.

Hire 2 bi-lingual-bicultural Community Health Workers to carry out a scope of services in partnership with the Office of Health Equity.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Program Initiation

8/1/2020

2. Program Completion

6/30/2023

3.

4.

5.

6/30/2023

Line Item Budget

STATE

Salaries and Wages

\$1,190,228.00

\$0.00

\$0.00

\$1,190,228.00

Fringes

\$619,706.00

\$0.00

\$0.00

\$619,706.00

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

\$217,828.00

\$0.00

\$0.00

\$217,828.00

TOTAL**\$2,027,762.00****\$0.00****\$0.00****\$2,027,762.00****Revisions:**

Revision #1-Increase budget by \$811,413 (from \$1,216,349 to \$2,027,762) and extending the completion date to 6/30/2023.

Comments:

These are FEDERAL funds funneled through the State of New Hampshire Department of Health and Human Services. CFDA #93.323.

Planning Department/Startup Form - 07/1/20

\$2,027,762.00

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2021 Community Improvement Program, authorizing and appropriating funds in the amount of Eight Hundred Eleven Thousand Four Hundred Thirteen Dollars (\$811,413) for the FY 2021 CIP 213021 Epidemiology and Laboratory Capacity “Enhancing Detection” Funding.”

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

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 CIP as contained in the 2021 CIP budget; and

WHEREAS, the 2021 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 additional funding from the State of New Hampshire Department of Health and Human Services (Federal funds funneled through the State) for the purpose of implementing COVID-19 testing, contract tracing, outbreak prevention and control aspects;

NOW, THEREFORE, be it resolved that the 2021 CIP be amended as follows:

By increasing:

FY 2021 CIP 213021 Epidemiology and Laboratory Capacity “Enhancing Detection” Funding - \$811,413 STATE

Resolved, that this Resolution shall take effect upon its passage

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Enhanced Detection, Response, Surveillance, and Prevention of COVID-19 contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Health Department ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on December 14, 2020, and presented to the Executive Council on March 3, 2021, (Item # C), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; 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 1.7, Completion Date, to read:
June 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,027,762.
3. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.
4. Add Exhibit C-3, Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment #1 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:

Manchester Health Department

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:

New Hampshire Department of Health and Human Services

Contractor Name: **Manchester Health Department**Budget Request for: **Enhanced Detection, Response, Surveillance, and Prevention of COVID-19**Budget Period: **07/01/2021 - 06/30/2022**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 535,425.43		\$ 535,425.43	\$ -	\$ -	\$ -	\$ 535,425.43		\$ 535,425.43
2. Employee Benefits	\$ 280,749.70		\$ 280,749.70	\$ -	\$ -	\$ -	\$ 280,749.70		\$ 280,749.70
3. Consultants	\$ 25,000.00		\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00		\$ 25,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 11,530.91	\$ -	\$ 11,530.91	\$ -	\$ -	\$ -	\$ 11,530.91	\$ -	\$ 11,530.91
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
10. Marketing/Communications	\$ 5,000.00		\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00		\$ 5,000.00
11. Staff Education and Training	\$ 7,500.00		\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00		\$ 7,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stipend/Meeting expenses	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Interpretation Costs	\$ 15,000.00		\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00		\$ 15,000.00
	\$ -	\$ 26,871.96	\$ 26,871.96	\$ -	\$ -	\$ -	\$ -	\$ 26,871.96	\$ 26,871.96
TOTAL	\$ 895,706	\$ 26,872	\$ 922,578	\$ -	\$ -	\$ -	\$ 895,706	\$ 26,872	\$ 922,578

Indirect As A Percent of Direct

3.0%

New Hampshire Department of Health and Human Services

Contractor Name: **Manchester Health Department**Budget Request for: **Enhanced Detection, Response, Surveillance, and Prevention of COVID-19**Budget Period: **07/01/2022 - 06/30/2023**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 535,425.43		\$ 535,425.43	\$ -	\$ -	\$ -	\$ 535,425.43		\$ 535,425.43
2. Employee Benefits	\$ 280,749.70		\$ 280,749.70	\$ -	\$ -	\$ -	\$ 280,749.70		\$ 280,749.70
3. Consultants	\$ 25,000.00		\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00		\$ 25,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 11,530.91	\$ -	\$ 11,530.91	\$ -	\$ -	\$ -	\$ 11,530.91	\$ -	\$ 11,530.91
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,000.00		\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00		\$ 5,000.00
11. Staff Education and Training	\$ 7,500.00		\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00		\$ 7,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stipend/Meeting expenses	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Interpretation Costs	\$ 15,000.00		\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00		\$ 15,000.00
	\$ -	\$ 26,871.17	\$ 26,871.17	\$ -	\$ -	\$ -	\$ -	\$ 26,871.17	\$ 26,871.17
TOTAL	\$ 892,706	\$ 26,871	\$ 919,577	\$ -	\$ -	\$ -	\$ 892,706	\$ 26,871	\$ 919,577

Indirect As A Percent of Direct

3.0%

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:

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

MEMORANDUM

To: Alderman Kevin Cavanaugh,
Chairman, CIP Committee

From: Anna Thomas, MPH
Director, Manchester Health Department

Date: August 12, 2021

Re: Additional Funding – Overdose Data to Action

The Health Department will be receiving additional funding in the amount of \$11,959 from the State of NH to support the Overdose Data to Action Project. This funding opportunity assists the community in battling the opioid epidemic, substance use disorder, homelessness, and associated conditions. This funding is available through August 31, 2022.

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

We are also requesting that it be reported out at the Board of Mayor and Aldermen meeting on the same night as this contract needs to be returned to the State as soon as possible.

Thank you.

CIP BUDGET AUTHORIZATION

CIP#: 212320 Project Year: 2020 CIP Resolution: 6/10/2019
 Title: Overdose Data to Action (OD2A) Supplemental Funds Amending Resolution: 9/7/2021
 Administering Department: Health Department Revision: #1

Project Description: Through this funding opportunity and in cooperation with the New Hampshire Department of Health and Human Services (DHHS), the City of Manchester Health Department (MHD) is in a position to provide coordinated supports that lead to a data-informed, comprehensive and sustainable infrastructure. The City needs an infrastructure that capitalizes on the success of the Safe Station Program and other programs to formalize partnerships among public health, public safety and first responders that bolster targeted prevention strategies.

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

Critical Events

1. Project Initiation	12/01/2019
2. Project Completion	8/31/2022
3.	
4.	
5.	
	8/31/2022

Line Item Budget

	STATE			TOTAL
Salaries and Wage	\$434,452.00	\$0.00	\$0.00	\$434,452.00
Fringes	\$273,093.00	\$0.00	\$0.00	\$273,093.00
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	\$4,000.00	\$0.00	\$0.00	\$4,000.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$20,414.00	\$0.00	\$0.00	\$20,414.00
TOTAL	\$731,959.00	\$0.00	\$0.00	\$731,959.00

Revisions: Revision #1-Increase budget by \$11,959 (from \$720,000 to \$731,959) and adjust line items.

Comments: STATE: Funding provided by New Hampshire Department of Health and Human Services (NH DHHS).

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty One

A RESOLUTION

“Amending the FY 2020 Community Improvement Program, authorizing and appropriating funds in the amount of Eleven Thousand Nine Hundred Fifty Nine Dollars (\$11,959) for the FY 2020 CIP 212320 Overdose Data to Action (OD2A) Supplemental Funds”

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 2020 CIP as contained in the 2020 CIP budget; and

WHEREAS, the 2020 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 additional State funding from New Hampshire Department of Health and Human Services (NH DHHS), for the purpose of providing coordinated supports that lead to a data-informed, comprehensive and sustainable infrastructure that capitalizes on the success of the Safe Station Program and other programs;

NOW, THEREFORE, be it resolved that the 2020 CIP be amended as follows:

By increasing:

FY 2020 CIP 212320 Overdose Data to Action (OD2A) Supplemental Funds - \$11,959 State

Resolved, that this Resolution shall take effect upon its passage

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Overdose Data to Action Partnership with Public Safety and First Responders contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Health Department ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 11, 2020, (Item 14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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:
\$731,959.
2. Modify Exhibit B-3, Budget, by replacing it in its entirety with Exhibit B-3 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract 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:

Manchester Health Department

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:

New Hampshire Department of Health and Human Services

Contractor Name: **Manchester Health Department**Budget Request for: **Overdose Data to Action Partnership with Public Safety and First Responders**Budget Period: **7/1/2021 - 6/30/2022**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 154,452.00	\$ -	\$ 154,452.00	\$ -	\$ -	\$ -	\$ 154,452.00	\$ -	\$ 154,452.00
2. Employee Benefits	\$ 79,093.00	\$ -	\$ 79,093.00	\$ -	\$ -	\$ -	\$ 79,093.00	\$ -	\$ 79,093.00
3. Consultants	\$ 1,640.00	\$ -	\$ 1,640.00	\$ -	\$ -	\$ -	\$ 1,640.00	\$ -	\$ 1,640.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 360.00	\$ -	\$ 360.00	\$ -	\$ -	\$ -	\$ 360.00	\$ -	\$ 360.00
6. Travel	\$ 302.00	\$ -	\$ 302.00	\$ -	\$ -	\$ -	\$ 302.00	\$ -	\$ 302.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tableau	\$ 1,884.00	\$ -	\$ 1,884.00	\$ -	\$ -	\$ -	\$ 1,884.00	\$ -	\$ 1,884.00
Clear Impact	\$ 5,900.00	\$ -	\$ 5,900.00	\$ -	\$ -	\$ -	\$ 5,900.00	\$ -	\$ 5,900.00
JotForm	\$ 8,328.00	\$ -	\$ 8,328.00	\$ -	\$ -	\$ -	\$ 8,328.00	\$ -	\$ 8,328.00
TOTAL	\$ 251,959.00	\$ -	\$ 251,959.00	\$ -	\$ -	\$ -	\$ 251,959.00	\$ -	\$ 251,959.00

Indirect As A Percent of Direct

0.0%

Contractor Initials _____

Date _____

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:

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: June 21, 2021
RE: 2020 Homeland Security Grant Program Award-Hazmat

I am requesting permission to accept grant funding in the amount of \$25,000 from the State of New Hampshire for the above mentioned grant. These funds will be used to purchase hazmat equipment and does not require a match from the City.

CIP BUDGET AUTHORIZATION

CIP#: 410822 Project Year: 2022 CIP Resolution: 6/8/2021
 Title: 2020 Homeland Security Grant Program Award-HazMat Amending Resolution: 10/5/2021
 Administering Department: Fire Department Revision:

Project Description: Fire Dept has been awarded a HazMat grant in the amount of \$25,000.

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

Critical Events

1.	Project Initiation	5/20/2021
2.	Project Completion	8/31/2023
3.		
4.		
5.		

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	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$25,000.00	\$0.00	\$0.00	\$25,000.00

Revisions:

Comments: Source of Funds: State of New Hampshire 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 Twenty Five Thousand Dollars (\$25,000) for the FY 2022 CIP 410822 2020 Homeland Security Grant Program Award-HazMat.”

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 New Hampshire Homeland Security to provide one-time funding to support the purchase of HazMat equipment;

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

By adding:

FY 2022 CIP 410822 2020 Homeland Security Grant Program Award-HazMat - \$25,000
STATE

Resolved, that this Resolution shall take effect upon its passage

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR
EDDIE EDWARDS
ASSISTANT COMMISSIONERS

DEPARTMENT OF SAFETY

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

Tel: (603) 223-3889

Speech/Hearing Impaired

TDD Access Relay NH 1-800-735-2964

May 20, 2021

Chief Ryan Cashin
Manchester Fire Hazardous Materials Team
100 Merrimack Street
Manchester, NH 03101

Re: 2020 Homeland Security Grant Program Award – HazMat

Dear Chief Cashin,

It is my pleasure to inform you that upon review of your 2020 Homeland Security Grant Application, the Manchester Fire Hazardous Materials Team has been awarded \$25,000 for HazMat equipment. These funds are awarded under the State Homeland Security Program (SHSP) portion of the 2020 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.

Additional information is available at <https://www.nh.gov/safety/divisions/homeland/2020HomelandGrants.html>. We, at the Department of Safety, look forward to this opportunity to work diligently with local first responders, public safety officials, and other local and state officials and agencies to prepare and protect our citizens. It is our hope that we will never have to apply these skills, or use this equipment; however, we will work together to ensure that our ability to do so will be keen.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam U-Morin".

Pamela Urban-Morin
Grants Administrator

SPECIAL CONDITIONS – FFY 2020

SUBGRANTEE: Manchester Fire HazMat Team

GRANT AWARD AMOUNT: \$25,000

GRANT TITLE: HazMat Equipment

GRANT AWARD DATE: 5/20/2021

GRANT PROGRAM: SHSP

CFDA#: 97.067

DHS Grant Award Number: Grant Award: EMW-2020-SS-00045-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, 2023.** 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 2020 Grant Guidance, please provide your DUNS number here: **1100246856**
- c. **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.
 - ii. Regional Hazmat Teams, not affiliated with a single municipality, **must** submit the most recent meeting minutes showing the election of officers.
- d. 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."
- e. 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.
- f. 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.

Manchester HazMat Team
 2020 HazMat
 \$25,000.00

Vendor:
 Account: 54100000 500574
 Activity: 23HS20SHLC

Final Pymt:
 Grant Category: SHSP
 Grant Expires: 8/31/2023
 Audit Period: 1/01 to 12/31

Approved				Reimbursed		
Name of Equipment	Quantity	Cost	AEI	Name of Equipment	Quantity	Cost
WMD PPE	5	9,200.00				
Maintenance Support Plan for Electronic Detection Equipment	1	13,600.00				
PEAC Software, Renewal	1	2,200.00				
Total		25,000.00				0.00

Balance 25,000.00

4. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2020 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 2020 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

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: <u>City of Manchester Fire Department</u>		
Address: <u>100 Merrimack Street</u>		
City: <u>Manchester</u>	State: <u>NH</u>	Zip Code: <u>03101-2208</u> (9 digits required)
Sub-Recipient DUNS Number: <u>160246856</u>		
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:		DATE:
Name: <u>Meghan Geoffrion</u>	<u>06/15/2024</u>	
Title: <u>Emergency Management Coordinator</u>		
Telephone: <u>(603) 669-2256</u> Email: <u>M.GEOFFRION@MANCHESTER.NH.GOV</u>		

HS-21 (1/11)

INSTRUCTIONS ON REVERSE SIDE

(OVER)

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.

Article I - Summary Description of Award

The purpose of the FY 2020 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 2020

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 2020 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 2020 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 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:** 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:** 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 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.
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 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 2020 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 2020, 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: Ryan Cashin

Title: Deputy Chief

Agency: Manchester Fire Department

Mailing Address: 100 Merrimack St.

Phone Number: (603) 669-2256

Manchester, NH 03101

Fax Number: (603) 669-7707

E-Mail Address: RCASHIN@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 Dept.

Mailing Address: 100 Merrimack St.

Phone Number: (603) 669-2256

Manchester, NH 03101

Fax Number: (603) 669-7707

E-Mail Address: MPAULHAMUS@manchesternh.gov

Signature: Melissa Paulhamus

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

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

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 2020 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: Ending:
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:

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

Ryan Cashin
Program Director

Melissa Paulhamus
Financial Officer

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

Print Name

Melissa Paulhamus
Print Name

Print Name

2020 National Cybersecurity Review (NCSR) Instructions

As stated in the FY20 Homeland Security Grant Program (HSGP) Notice of Funding (NOFO), recipients and sub-recipients for the FY20 State Homeland Security Program (SHSP) awards are required to complete the 2020 Nationwide Cybersecurity Review (NCSR). More information regarding this new requirement can be found at <https://www.cisecurity.org/ms-isac/services/ncsr/>.

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 2019 NCSR needs to be completed by December 1, 2020.**

The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment.

Registration and Access

To register for the NCSR, please visit the following website: <https://www.cisecurity.org/ms-isac/services/ncsr/>. Once an organization has registered, the user will receive their credentials from noreply@archer.rsa.com.

To access the NCSR portal, please visit the following link: <https://grc.archer.rsa.com>. The user will then enter their credentials and use the provided Instance Number: **20244**. Please refer to the NCSR General User Guide at the following location <https://www.cisecurity.org/wp-content/uploads/2019/08/NCSR-General-User-Guide.pdf> for step-by-step instructions for logging in and completing the assessment.

Reporting Completion

When the 2020 NCSR is completed and submitted, the individual user will have the following report information displayed on the NCSR portal's home dashboard:

2019 NCSR Completion Certification

Organization	Questionnaire ID	Year	Progress	Progress Status	Org User	Postal Code
Test 2019	480336	2019	141 of 141 Completed		test	12345

The individual user will have the ability to export the above information to a PDF. The PDF can be sent to the Grants Management Unit to verify they have completed the 2020 NCSR requirement.

Once the 2020 NCSR officially closes, the aggregated data is used in a Summary Report that is designed to measure the gaps and capabilities of SLTT governments' cybersecurity programs.

For additional questions or assistance, email NCSR@cisecurity.org.

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.

\$0.00 - \$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).

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

July 28, 2021

To: Alderman Cavanaugh, Chairman, CIP Committee
From: Steve Hoeft, BSO
Re: MHRA Community Policing

Attached is the Manchester Housing and Redevelopment Authority Agreement in the amount of \$131,000.00 for another MHRA Community Policing agreement.

The grant period for this grant is 7/1/2021 to 6/30/2022.

The funds breakdown is as follows:

Salaries - \$131,000.00

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#: 410722

Project Year: 2022

CIP Resolution: 6/8/2021

Title: MHRA Community Policing

Amending Resolution: 10/5/2021

Administering Department: Police Dept

Revision:

Project Description:

Police services at all of MHRA's public housing hi-rise buildings and developments, including Manseau Manor, Elmwood Gardens Apartments, Kelley Falls Apartments, Lincoln & Clay Street, Merrimack Street and Lowell Street and scattered sites to include the LIHTC Properties.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

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

7/1/2021

6/30/2022

6/30/2022

Line Item Budget

OTHER

Salaries and Wages

\$131,000.00

\$0.00

\$0.00

\$131,000.00

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**\$131,000.00****\$0.00****\$0.00****\$131,000.00****Revisions:****Comments:** OTHER Funding: Manchester Housing and Redevelopment Authority.

Planning Department/Startup Form - 07/1/20

\$131,000.00

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 Thirty One Thousand Dollars (\$131,000) for the FY 2022 CIP 410722 MHRA Community Policing”

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 OTHER funding from the Manchester Housing and Redevelopment Authority for the implementation of MHRA Community Policing;

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

By adding:

FY 2022 CIP 410722 MHRA Community Policing - \$131,000 OTHER

Resolved, that this Resolution shall take effect upon its passage

MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY

CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this 1st day of July, 2021, by and between the Manchester Housing and Redevelopment Authority of the City of Manchester, County of Hillsborough, (hereinafter also called the "Authority") and the Manchester Police Department, (hereinafter also called the "Department") is for the provision of specific supplemental police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the Department for supplemental police services to create a drug and crime free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the Department desires to assist in the security effort by providing effective police services at all the Authority's public housing hi-rise buildings and developments, including: Manseau Manor, Elmwood Gardens Apartments, Kelley Falls Apartments, Lincoln & Clay Streets, Merrimack Street & Lowell Street, and scattered sites to include the LIHTC Properties:

NOW, THEREFORE, the Authority and the Department agree as follows:

ARTICLE I SCOPE OF SERVICES

SECTION ONE: SERVICES PROVIDED BY THE DEPARTMENT

The Department will provide a minimum of two (2) full-time police officers to perform specialized patrols to enforce state and local laws. The officers may patrol the developments on foot or bicycle. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Department's chain of command and under Department rules, regulations and standard operating procedures. A job description of duties and responsibilities is attached hereto as "Exhibit A".

The Department agrees that the services rendered by the assigned personnel under this Contract are in addition to baseline police services. The Department agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the assigned personnel shall include but shall not be limited to:

The Department agrees to assign police officers to targeted areas during the specific periods of time identified by the Authority to maintain a police patrol presence. The specific periods of time are set forth hereto as "Exhibit B".

The Department agrees that it will employ a community policing concept as described in Section C. Community Policing Strategy in "Exhibit C Plan of Operations," attached hereto.

The Department agrees to collect and provide crime calls and calls for service in and around public housing property for a five-block radius. (See Article IIIB).

It is further agreed that, to the extent necessary, the assigned personnel will appear as witnesses in civil and criminal court proceedings as a direct result of their law enforcement functions in or near public housing developments and involving any resident, member of a resident's household, or any guest or guests of a resident or household member.

The Department agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the Department has a signed receipt from each officer that he or she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual. The manual is entitled "Manchester, New Hampshire Police Department Rules and Regulations and Standard Operating Procedures".

The Department agrees that it will provide the assigned personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract. The

Department shall designate the Community Policing Captain or his designee as the Administrative Liaison, who will work in concert with the Authority's Housing Operations Director or that official's designee.

For the purposes of this Contract the Administrative Liaison will perform the following duties:

Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of this Contract;

Establish and maintain an ongoing line of communication with Supervisors and other police personnel;

Initiate and monitor ongoing lines of communication with residents and designated Authority personnel to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;

Assist or advise in the planning and implementation of other grant-funded security programs within the Authority; and

Report regularly to the Authority criminal activities occurring on or near Authority public housing properties.

The Department will at all times provide supervision, control and discretion of all full-time work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the City's property while on the Authority's property.

The Department agrees to indemnify, defend and hold harmless the Manchester Housing and Redevelopment Authority, its commissioners and any person working on its behalf from any claims, damages or liabilities arising out any action by any member of the Department.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

A. The Authority will provide:

1. Orientation and familiarization with the public housing communities for the assigned personnel.
2. Orientation to the lease agreement, and lease compliance enforcement procedures and policies.

B. The Authority shall reserve the right to reasonably request the Department to replace any assigned personnel.

C. The Authority will provide the Department with the applicable Authority rules and regulations for reporting under this Contract.

D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligations as police officers.

ARTICLE II ENFORCEMENT OF RULES AND REGULATIONS

The Department, through its police officers is hereby empowered to enforce the following Authority rules and regulations:

1. Unauthorized visitors in vacant units of the Authority shall be removed.
2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the Department's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

ARTICLE III COMMUNICATIONS, REPORTING AND EVALUATION

A. Communications

1. Access to Information

The Department agrees that the Authority and the Department will share appropriate criminal records information which in any way deals with criminal activity on or near any of the Authority's properties, subject to applicable federal and state laws and Department policies. It is further agreed that the Department will provide to the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual criminal activity in or connected with the public housing developments, subject to the "Right to Know" law. This information will be provided at no cost by the Department on a regular basis in accordance with specific procedures that have been or will be established. The Department will also furnish any other reports and/or information as may be required from time to time by the Authority, its funding sources or other entities.

B. Reporting

1. Forms

The Department will provide to the Authority at least monthly a summary of all activities undertaken by all assigned personnel (police officers). This report may include, but not be limited to, data as follows:

- a. Scheduled hours of all assigned personnel.
- b. Calls/requests for service.
- c. Referrals to City/Authority/agencies.
- d. Suspicious persons - date, time, place, contacted or arrested.
- e. Vehicles abandoned/towed/stolen.
- f. Drug paraphernalia confiscated/found.
- g. Arrests/citations of both residents and outsiders to include age, sex, ethnicity.
- h. Property recovered/stolen.
- i. Counseling of residents and visitors.
- j. Broken lights/sidewalks.
- k. Graffiti.
- l. Conflict resolution; fights, domestic, etc.
- m. Weapons violations/seized.

2. Media Coordination

The Department will relay to the Executive Director or his/her designee information related to any major crime or incident that occurs on or near Authority property, preferably before the media is informed, or as soon as possible.

C. Program Evaluation

The Department and the Authority agree that any evaluation shall include:

1. Hours worked by police officers for:
 - a. Foot patrol.
 - b. Bicycle Patrol.
 - c. Motorized patrol.
 - d. Other (tactical).
2. Response times to targeted communities by Authority assigned officers vis-a-vis other Departmental officers.
3. Comparison of crime call statistics in the targeted communities as requested by the Authority or the U.S. Department of Housing and Urban Development (HUD).

4. Arrests (to include drug violations).
5. Vehicles towed.
6. Positive contacts.
7. Referrals.
8. Trespassers removed.
9. All UCR or NIBRS Reports.
10. Calls for service.
11. Weapons seized.
12. Property stolen/recovered.
13. Community feedback.

It is further agreed that the Department will provide comparable crime information for the City as a whole to demonstrate what proportion of activities City-wide occurs on or near Authority property. These reports shall be furnished by the Department to the Authority's Executive Director or that official's designee on a monthly basis.

ARTICLE IV PLAN OF OPERATIONS

- A. The Department and the Authority have prepared a detailed Plan of Operations for use in eliminating drug-related crime. The purpose of the Plan is to specify the manner and method of performance by which each of the services identified is to be administered and is attached hereto as "Exhibit C".
- B. If during the term of the Contract either party desires to amend the scope of the Plan of Operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police or his designee shall provide final determinations regarding the establishment of an amendment to the Plan of Operations.

ARTICLE V TERM OF CONTRACT

The term of this Contract shall begin on July 1, 2021 and end on June 30, 2022.

ARTICLE VI COMPENSATION TO THE CITY

- A. The Authority will compensate the Department for services specified in this Contract in a total amount not to exceed one hundred thirty one thousand (\$ (131,000.00).
- B. The Authority shall reimburse the Department on a monthly basis, upon receipt of evidence of performance of the proposed services, evidence of authorized expenditures and receipt of all required reports.
- C. The Department shall provide the following documentation in requesting reimbursement: Copies of Certified Payroll Time Reports documenting names, employee identification, number of hours worked in public housing developments and supervisory approval of the report.
- D. All requests for reimbursement are subject to the approval of the Executive Director or his/her designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII TERMINATION

The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the Department. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

The Department may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII NOTICES

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified mail to the principal place of business of each of the parties hereto, as specified below:

Authority: MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY
 198 HANOVER STREET
 MANCHESTER, NEW HAMPSHIRE 03104
 ATTN: CATHERINE NACZAS, EXECUTIVE DIRECTOR

Department: MANCHESTER POLICE DEPARTMENT
 405 VALLEY STREET
 MANCHESTER, NEW HAMPSHIRE 03103
 ATTN: ALLEN ALDENBERG, CHIEF OF POLICE

ARTICLE IX CONSTRUCTION OF LAWS

This Contract is made and entered into in the City of Manchester, New Hampshire. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of New Hampshire.

ARTICLE X ENTIRE CONTRACT

The Contract and attachments shall consist of the following component parts:

- a This Contract.
- b Plan of Operations.
- c Any subsequent addenda agreed to by both parties.

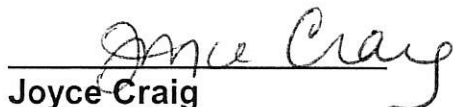
IN WITNESS WHEREOF, the Manchester Housing and Redevelopment Authority and the Manchester Police Department have respectfully caused this contract to be duly executed in triplicate as of the day and year first above written.

**MANCHESTER HOUSING AND
REDEVELOPMENT AUTHORITY**


Witness


Catherine Naczas
Executive Director

**MANCHESTER POLICE
DEPARTMENT**


Joyce Craig
Mayor


Allen Aldenberg
Chief

EXHIBIT A
JOB DESCRIPTION FOR POLICE OFFICERS ASSIGNED TO PUBLIC HOUSING

Police officers funded by the Authority and assigned to the Authority's developments are responsible for the delivery of supplemental police services to the residents of the Authority's developments. Specifically, officers are expected to work as community policing officers, including performing the following duties and responsibilities:

1. Respond to all calls, both emergency and non-emergency in nature, involving the Authority's developments and residents.
2. Engage in proactive policing strategies; develop and maintain rapport with public housing residents, thus fostering an atmosphere of cooperation, compassion, coordination, peace and order within the Authority's developments.
3. Encourage residents to report any and all suspicious or criminal activities, and suspected/observed abuse or neglect of people, animals or property.
4. Assist victims and homeless people, referring them to other agencies, when appropriate, for further assistance.
5. Engage in walking or bicycle patrols throughout the shift in all public areas of the Authority's developments to deter disorder or crime.
6. Work with MHRA's Community Outreach staff with the youth in Authority developments to assist them in understanding and complying with laws, regulations, and to discourage them from gang activity. Together with the MHRA Community Outreach staff develop and foster positive influences, assisting in directing the youth toward positive programs either in house or with other city agencies.
7. Work with Authority staff, residents and resident councils to develop crime prevention programs, resident patrols, and youth-oriented programs.
8. Make presentations and speeches to resident organizations and groups as assigned.
9. Remain alert to the emergency needs of residents and visitors, and take the appropriate action to protect life and property.
10. Investigate the activities of suspicious persons, as encountered or upon resident complaint, using standard police techniques and in conformance with the legal requirements to determine the identity, activity, and reason for the presence of the suspicious persons.
11. Direct vehicle traffic as required to ensure a safe, orderly flow of traffic.
12. Promptly and properly prepare and submit the required reports of the Authority and Department on each shift.
13. Counsel juvenile and adult residents, referring them to the appropriate persons or agencies for further assistance.
14. Operate a police vehicle within assigned geographic areas at the discretion of a supervisor or at own discretion according to standard police techniques and strategies in order to deter and detect criminal activity.
15. Maintain liaison with all law enforcement officers, Authority officials, and related agencies' personnel to exchange information and facilitate cooperative efforts.
16. Perform other duties as assigned.

EXHIBIT B PATROL SCHEDULE

The Department will provide a minimum of nine eight-hour shifts per week, seven days per week by two police officers specifically assigned for this purpose, with the exception of vacation, personal leave, FMLA and sick time used by these assigned officers. Primary shift will be a day shift and evening shift to be adjusted as needed by mutual agreement between the Authority and the Department. In the absence of MHRA Community Police officers, the Manchester Police Department agrees to continue a level of service necessary to maintain the safety of all MHRA residents and their properties.

EXHIBIT C

PLAN OF OPERATIONS

A. REASONABLE EXPECTATIONS BY THE AUTHORITY OF THE DEPARTMENT

1. Provide the same level of patrol, investigations, community policing, and support services to public housing residents as the community at large in addition to the services provided to the Authority under contract.
2. Adapt patrol strategies to the public housing environment.
3. Assign staff officer in the grade of sergeant or higher as liaison with Authority designated officials to meet on crime and safety issues monthly.
4. Participate with resident council to develop anti-crime and safety strategies.
5. Provide crime prevention programs to residents on a regular basis.
6. Provide feedback to the Authority and victims of crime on status of cases.
7. Maintain specific baseline data on police services in public housing.
8. Develop and maintain a record system that tracks crime and workload by public housing development, and forward reports on a monthly basis to designated Authority official.

B. STAFFING CRITERIA

The City, by and through its Police Department, will provide a minimum of two (2) full-time officers, five days per week to perform specialized patrols to enforce all state and local laws and the Authority Rules specified in the Contract.

C. COMMUNITY POLICING STRATEGY

The community policing strategy will include concepts that are designed to facilitate improved communication and cooperation between the members of the public housing community and the police. The plan will stress the establishment of a partnership between residents, the police, local government and private services, and other local, state, and federal agencies. The primary goal of the program is to prevent crime by addressing the conditions and problems that lead to criminal activity and the fear of this type of activity.

The two assigned officers will be deployed at scheduled locations on Authority property. These locations will serve as sites for neighborhood meetings and work areas for the officers. Community problems, complaints and suggestions that are received by the Department will be forwarded to these officers for follow up and a resolution. These officers will contribute to this strategy by engaging in targeted patrol, problem solving and enforcement. As part of their assignments, these officers will be in touch with MHRA's Community Outreach Staff and with various community leaders and supporting agencies on a one to one basis in an effort to coordinate community resources and to apply these resources towards rectifying identified problems. The major public safety needs that will be addressed through redeploying these officers are the reduction of drug related offenses, a higher level of police security and protection in the neighborhoods, and an improvement in the overall quality of life for the residents.

The officers assigned to this program will generally be assigned so as to provide coverage during the designated hours. They will begin their tour of duty by reporting to police headquarters. Authority staff will contact the Community Policing Command staff with any special problems or circumstances to be addressed. On weekends and after hours the Authority staff will contact the main number of the Manchester Police Department and ask for Dispatch. Flexibility in work schedule is anticipated by the Authority so the needs and problems of residents and of the Authority can be dealt with appropriately. The officers will be supervised and their performance evaluated by the Captain of the Community Policing Division. The Captain of the Community Policing Division and the Housing Operations Director will meet monthly to keep the lines of communications open. Their primary functions will be to engage in police-citizen communication and cooperation. To facilitate this, these officers may patrol on foot or bicycles. They will engage in proactive policing strategies such as:

1. Conducting neighborhood meetings and seeking input and direction from the community;
2. Directing local resources towards improving the quality of life in the neighborhoods;
3. Working with Authority personnel in developing crime prevention programs and youth oriented programs;
4. Making presentations and speeches to resident organizations or groups;
5. Encouraging and educating residents to report all crimes and suspicious activity;
6. Working with residents to clean up neighborhoods, including the removal of trash and graffiti;
7. Enforcing the towing of abandoned or stolen vehicles;
8. Working with the youth in Authority developments, to help them comply with the laws and regulations;
9. Assisting the Authority with enforcement of administrative infractions, such as parking violations or residents allowing the presence of unauthorized visitors, and various other lease violations.

The Department shall invite a number of organizations and individuals to assist them in planning, implementing, and coordinating their community police program. The strategy is intended to involve community leaders and residents of the neighborhoods currently targeted for their plan. The strategy will also focus on drawing upon the knowledge and expertise of a number of motivated, civic minded individuals and agencies. These will include, but are not limited to Weed and Seed, City of Manchester Personnel Department, City of Manchester Planning Department, Manchester Health Department, Manchester City Welfare Department, Manchester Office of Youth Services, NH Division for Children, Youth, and Families, NH Office of Adult and Elderly Services, Manchester Office of Child Support, Manchester Housing Code Department, Manchester Housing and Redevelopment Authority, Manchester Chamber of Commerce, Central Business District Advisory Authority, ALPHA (Alliance for the Progress of Hispanic American), Latin American Center, The Salvation Army, Neighborworks Manchester and Neighborhood Crime Watch groups. All of these agencies have been helpful to the Department in the past and have expressed interest in being involved with the Department in the future.

It is anticipated that through the community police program, a partnership can be formed between the officers and the community that they are serving. Arrests, proactive police work and targeted enforcement will help curtail the problems of drugs, prostitution and violent crime. The power of this partnership will be formidable, since the members of the community have a unique and personal insight into identification of neighborhood problems, and the police have unique authority to focus and coordinate efforts to solve these problems. The goal for the community is to experience a growing sense of empowerment and responsibility as they share in directing and facilitating the problem solving activities. The officers will have the opportunity to participate in general problem solving and will have a positive impact on the quality of life in the neighborhoods that they are serving.



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: August 25, 2021

Re: Update of City's HUD Section 3 & Minority Business Compliance Plan

The City is required to update its Section 3 Compliance Plan to reflect the new Housing and Urban Development (HUD) rule that has been in effect since July 1st, 2021.

The Section 3 rule has the objective of ensuring that construction and lead abatement projects funded with HUD funds also benefit low- or moderate-income workers and business concerns that are contracted by the City. The new rule defines benchmarks on labor requirements that applies to City construction projects that use more than \$200,000 in HUD funds, as well as lead abatement projects that receive more than \$100,000 in financial assistance from the Manchester Lead Program.

The update to the City's Section 3 Plan outlines how the City and its contractors / subcontractors will comply with the new Section 3 requirements, as well as procedures for reporting on labor hours performed by low- or moderate-income workers and eligible businesses. The Plan also has a section on Minority and Women-Owned Business Enterprise (MBE & WBE) to streamline outreach and procurement efforts the City also has to report to HUD.

A copy of the Section 3 & Minority Business Compliance Plan has been included for your review and Planning Staff is available to provide a brief overview of the requirements the City has to report on.

Your approval of this document is respectfully requested.

HOUSING AND URBAN DEVELOPMENT ACT OF 1968
SECTION 3 AND MINORITY BUSINESS COMPLIANCE PLAN

FOR

THE CITY OF MANCHESTER, NEW HAMPSHIRE
DEPARTMENT OF PLANNING
AND COMMUNITY DEVELOPMENT

SEPTEMBER 2021

I. Policy Statement

The City of Manchester supports the Department of Housing and Urban Development's (HUD's) legislative efforts to provide preference to low- and very low-income residents of the local community (regardless of race and gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD funded projects.

It is the policy of the City of Manchester to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status. The City implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of the City and other qualified low- and very low-income persons residing in low-moderate income areas.

The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of low-moderate income residents and other eligible persons and business by contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. The City shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to low-moderate income residents prior to acting on any proposed contract award.

Additionally, the City of Manchester will prescribe procedures to establish and oversee a minority outreach program. This program is to ensure the inclusion of Minority and Women-Owned Business Enterprise (MBE & WBE) in all contract activities entered into by the City of Manchester in its effort to facilitate the provision of affordable housing.

II. Section 3 Purpose and Benchmarks

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) requires the City of Manchester to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when:

- The total amount of assistance to the project exceeds a threshold of \$200,000.
- The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*; and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*).

HUD's regulations on Section 3 can be found in the Code of Federal Regulations, at 24 CFR 75.

II.1. Eligible Projects

All projects/activities involving 1) housing rehabilitation and demolition including reduction and abatement of lead-based paint hazards, but excluding the routine maintenance, repair and replacement; 2) housing construction; and 3) other public construction (e.g. roads, sewers, community centers, etc.) that are completed with HUD Community Planning and Development funding are subject to the requirements of Section 3.

HUD Community Planning and Development programs subject to Section 3 include the Community Development Block Grant (CDBG), HOME, Emergency Services Grant (ESG), Neighborhood Stabilization Program (NSP), Lead Hazard Reduction Demonstration and Economic Stimulus, among others.

II.2. Numerical Benchmarks

The following benchmarks must be met for housing and community development financial assistance projects that are subject to Section 3 rule

- 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project must be completed by *Section 3 Workers*.
- 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project must be completed by *Targeted Section 3 Workers*.
 - ❖ The 5 percent is included as part of the 25 percent threshold.

III. City of Manchester Section 3 Policies and Procedures

The City of Manchester will incorporate Section 3 in all procurements generated for use with HUD funding and follow benchmark requirements set forth in 24 CFR Part 75 for awarding projects subjected to Section 3 requirements

The following Bid Specifications and Contract clause, as specified in Attachment A, must be included in all City of Manchester bid specifications and contracts whose funding is derived from HUD and involves housing construction, demolition, rehabilitation, or other public construction subjected to Section 3 requirements.

"The work to be performed under this bid specification contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD –assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for Housing."

All subrecipients / contractors awarded Section 3 projects will be required to submit a Section 3 Reporting Form, as specified in Attachment E, prior to the project completion in order to report on Section 3 benchmarks. Supporting documentation records must be kept for at least three years and made available for City review upon request, in accordance with 2 CFR § 200.334.

III.1. Section 3 Business Concerns

To be considered a Section 3 Business Concern, at least one of the following must apply:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The status of a section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Nothing in this section shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

All contractors and businesses working on a project subjected to Section 3 requirements will have to complete the Application for Certification as a Section 3 Business Concern form (Attachment B). Such certifications shall be adequately supported with appropriate documentation.

III.2. Section 3 Worker

A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is low- or moderate-income as the term is defined by HUD (at or below 80% Area Median Family Income for a one-person family);
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

The status of a section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets the definition of a section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

See attached Section 3 Worker Self-Affirmation Form (Attachment F) for applicable documentation.

III.3. Targeted Section 3 Worker

A Section 3 Targeted Worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

1. is employed by a Section 3 Business Concern; or
2. currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census; or

- b. A YouthBuild participant.

Targeted section 3 worker does not exclude an individual that has a prior arrest or conviction.

See attached Section 3 Worker Certification form (Attachment F) for applicable documentation.

III.4. Business Certification and Priority for Contracting with Section 3 business concerns

The City of Manchester will make its best efforts to facilitate the registration of Section 3 business concerns by providing contractors HUD's Section 3 Business Registry Form that allows for streamlined registration and self-certification. (Attachment B). All Section 3 business concerns which have certified their status to the City of Manchester will be given the opportunity to list their business on the Section 3 Business registry.

The City of Manchester will also make its best efforts, where possible, to award contracts and subcontracts to Section 3 Business Concerns that provide economic opportunity to Section 3 workers as prescribed in 24 CFR 75.9 (b). Any efforts must also comply with the requirements of the City Procurement Code.

III.5. Section 3 Recruitment, Training and procedures for Employing Section 3 Workers

To the greatest extent feasible, and consistent with existing Federal, State, and Local laws and regulations, the City of Manchester shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the Manchester NH Metropolitan area.

Training programs will be made available to low- and very-low income workers, to help connect them with skills necessary to compete for the Section 3 jobs where feasible. Existing HUD Section 3 Opportunity Portal will be utilized to prioritize outreach to Section 3 workers in the service area of Section 3 projects, as well as Youthbuild participants. Other Section 3 workers will also benefit from the opportunities provided. In conjunction with the aforementioned business registry, contracts (Attachment A) will include a clause stipulating that opportunities arising from the Section 3 project be posted on HUD's Section 3 Opportunity Portal.

By promoting the Section 3 Opportunity Portal, the City of Manchester will help connect Section 3 workers to employment and training opportunities, and Section 3 Business Concerns to labor resources and contracting opportunities. In utilizing this existing resource, the City will help to maximize opportunity for economic mobility for low- and very low-income workers.

III.6. Compliance to Section 3

To ensure compliance with Section 3 requirements, the City of Manchester will document actions taken to comply, including but not limited to:

1. Publishing all projects subjected to Section 3 in HUD Section 3 Opportunity Portal: <https://hudapps.hud.gov/OpportunityPortal/>. All subrecipients / contractors of Section 3 projects will also be encouraged to publish job opportunities related to the project in the HUD Section 3 Opportunity Portal in order to attract Section 3 Workers.

2. All subrecipients / contractors of Section 3 projects will be encouraged to use subcontractors listed in the New Hampshire Department of Transportation's Disadvantaged Business Enterprise (DBE) Directory (https://www.nh.gov/dot/org/administration/ofc/dbe_overview.htm) and in the Massachusetts Supplier Diversity Office (SDO)' DBE Directory (<https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>).
3. Promoting periodic trainings and targeted outreach to qualified Section 3 Workers, as well as set strategic partnerships to accomplish job readiness efforts in order to advance the goals of the Section 3 program. All training opportunities will be published in HUD Section 3 Opportunity Portal.

The City will notify the Manchester Housing and Redevelopment Authority, Manchester Community Resource Center and local job training centers of new employment, training, or contracting opportunities resulting from the expenditure of covered funding.

4. Incorporating Section 3 clause into covered contracts (Attachment A) and educate subrecipients / contractors about their Section 3 responsibilities.
5. Assisting and actively cooperating with HUD in ensuring contractors and subcontractors comply with Section 3.
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations; and
7. Documenting actions taken to comply with Section 3 and submitting Section 3 benchmark reports through IDIS.

V. Minority and Women-Owned Business Enterprise Outreach

In accordance with Section 281 of the National Affordable Housing Act, the City of Manchester will make a good-faith, comprehensive, and continuing effort to implement programs which ensure the inclusion, to the maximum extent possible, of firms owned by minorities (MBE's) and women (WBE's). The City of Manchester will utilize all applicable local resources to achieve this goal, and provide the requisite staff resources and public statements to ensure effective implementation of the section.

V.1 Qualitative MBE/WBE Outreach Efforts

The City of Manchester will ensure that outreach efforts are in compliance with applicable HUD guidance, as well as federal, state, and local regulations.

- a. The City of Manchester will utilize the New Hampshire Department of Transportation's (NHDOT) Disadvantaged Business Enterprise (DBE) Directory to ensure that awareness is maintained of business enterprises certified as minority or women-owned, as well as an inventory of their respective capabilities and services provided. (See V.2 for more information about the New Hampshire Department of Transportation's DBE requirements)

- a. The City will also combine Section 3 efforts with MBE/WBE outreach and tracking efforts, by encouraging businesses to self-certify as Minority or Women-owned business enterprises as they fill out the Section 3 business self-certification form. (attachment B) As a result, when a Section 3 business is added to the HUD Section 3 Business Registry with an MBE or WBE designation, the business will also benefit from the outreach that is being taken to reach out to Section 3 businesses.
- b. Various types of media will be used to market and promote contract/business opportunities to firms certified as MBEs and WBEs. In supporting this, informational materials will be developed to ensure that the outreach program is as well-rounded and informative as possible. This can also include in person or virtual meetings, conferences, and other types of traditional outreach to MBEs and WBEs.
 - a. Using a combination of database-driven and public-square outreach, the City of Manchester will endeavor to make MBEs and WBEs aware of opportunities created as a result of Manchester's efforts to provide affordable housing.
- c. City procurement procedures should take into account the need to facilitate provision of opportunities for MBEs and WBEs to participate in relevant procurement actions.
- d. The City will ensure policies are in place to facilitate maintenance and recording of statistical data on the utilization of MBEs and WBEs as contractors/subcontractors in all HUD-assisted program contracting activities.
- e. The City of Manchester will include clauses in all covered contracts mandating compliance with the City's MBE/WBE outreach and contracting initiatives, in accordance with Section 281. Clauses are also included to ensure that all contractors and subcontractors practice a policy of nondiscrimination.

V.2 Coordination with Disadvantaged Business Enterprise Program

In order to achieve compliance with Section 281 of the National Affordable Housing Act, one avenue used by the City of Manchester is the New Hampshire Department of Transportation's (NHDOT) Disadvantaged Business Enterprise (DBE) program. This is a program which is administered by the NHDOT to ensure nondiscrimination, to create a level playing field, removing barriers to participation of DBEs in federal contracts, and assist in the development of firms that can compete successfully in the marketplace outside of the DBE program.

The NHDOT actively works to process applications for DBE status, and maintains a directory of all certified DBEs. This directory includes general information about each such business. Due to the fact that certified DBEs can also be considered MBEs and WBEs, the use of this database allows the City of Manchester to comply with Section 281 requirements through the utilization of an existing and complementary initiative by our state partners. Under this program, once a WBE or MBE gets certified as a DBE, they will be eligible for a variety of substantial benefits. These include listing in the DBE Directory which is available to government agencies and the general public; receiving bidding information about upcoming projects; receiving limited free business development services; as well as training and networking opportunities.

The State of Massachusetts also maintains a DBE Directory through the Supplier Diversity Office (SDO). Since projects in Manchester may pull from both labor pools, both directories will be utilized

Through using these Directories and harmonizing Manchester's program with existing state programs, greater synergy can be achieved to allow for easier pathways to opportunity for MBEs and WBEs.

More information about the NHDOT DBE program can be found at the [NHDOT website](#). Information about the Massachusetts DBE program can be found at the [Commonwealth of Massachusetts website](#).

V.3 Coordination with Section 3 Outreach Efforts

In order to comply with Section 3, the existing HUD Section 3 Opportunity Portal will be utilized to prioritize outreach to Section 3 workers in the service area of Section 3 projects, as well as Youthbuild participants. Other Section 3 workers will also benefit from the opportunities provided. In conjunction with the aforementioned business registry, contracts (Attachment A) will include a clause stipulating that opportunities arising from the Section 3 project be posted on HUD's Section 3 Opportunity Portal.

By promoting the Section 3 Opportunity Portal, the City of Manchester will help connect Section 3 workers to employment and training opportunities, and Section 3 Business Concerns to labor resources and contracting opportunities. As a part of this effort, the City of Manchester will request firms participating in covered contracts to fill out the Section 3 Business Concern Self-Certification. (attachment B) This allows the City to collect data, and also allows the business to be registered in the opportunity portal. A part of this effort, includes giving business the option to self-certify as MBEs or WBEs at the same time. This will have the effect of allowing the HUD Section 3 opportunity portal to serve as a secondary registry of firms who self-certify as either WBE or MBE businesses.

Since outreach to section 3 businesses already includes utilizing the Section 3 business portal, encouraging eligible WBE and MBE firms to complete this self-certification will allow them to access a variety of resources for information about potential contract or subcontracting opportunities. This is another area where outreach to MBE and WBE firms can be achieved in coordination with implementing other initiatives, resulting in operational efficiencies and more holistic view of providing opportunities to disadvantaged individuals and the firms they own and operate.

VI. Reporting

Section 3 Annual Reporting

The City of Manchester will report to HUD annual accomplishments regarding employment and other economic opportunities provided to low- and very low- income persons under Section 3.

The Integrated Disbursement and Information System (IDIS) will be utilized by the City of Manchester to report, for all Section 3 projects, in the manner prescribed by HUD:

- i) The total number of labor hours worked
- ii) The total number of labor hours worked by Section 3 Workers; and
- iii) The total number of labor hours worked by targeted section 3 workers.

a. Opportunity for Bonus Points

The City of Manchester may obtain bonus points in meeting Section 3 benchmarks by reporting labor hours conducted by qualified Section 3 Workers in Professional Services contracts. The Planning and Community Development Department will take the necessary steps to identify all Professional Service contracts that could be reported towards the City's Section 3 benchmarks for each fiscal year.

b. Qualitative Efforts for Compliance with Section 3

If the Section 3 Benchmarks described in 24 CFR § 75.23 are not met, the City of Manchester will report on the qualitative nature of its Section 3 compliance activities, as well as those of its contractors and subcontractors.

These efforts may include: 1) Engaging in outreach efforts to generate job applicants who are targeted Section 3 workers; 2) Providing training or apprenticeship opportunities for Section 3 workers and targeted Section 3 workers; 3) Providing technical assistance to help Section 3 business concerns understand and bid on contracts; 4) Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses; 5) Engaging in outreach to identify and secure bids from Section 3 Business Concerns; 6) Providing assistance to Section 3 Workers and Targeted Section 3 Workers to apply for/attend vocational/technical training; and 7) Connecting Section 3 workers and Targeted Section 3 Workers with assistance in seeking employment.

All reporting of labor hours, and of qualitative efforts will be carried out in conformity with the requirements of 24 CFR § 75.25, *Reporting*. Reporting activities will be carried out on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

Documentation

In order to demonstrate that a worker meets the definition of a Section 3 Worker or Targeted Worker, the program may utilize the following documentation:

1. Worker Self-Affirmation Form (Attachment F);
2. Employer's Section 3 Business Concern Certification (Attachment B);
3. Employer's Section 3 Summary Report (Attachment E); or
4. Other.

All supporting documentation records must be retained for at least three years, in accordance with 2 CFR § 200.334, Retention Requirements for Records.

Additionally, central records with statistical data will be maintained on the utilization and participation of Minority Business Enterprises and Women-owned Business Enterprises as contractors/subcontractors in all HUD-assisted program contracting activities. This will be done in accordance with all applicable state, federal, and local laws and policies, as well as with all published HUD guidance.

VII. Internal Complaint Procedure

Any individual or entity that suspects violation of Section 3 of the Housing and Urban Development Act of 1968 or Section 281 of the National Affordable Housing Act may file a formal complaint to the City of Manchester Planning and Community Development Department. Complaints must contain the name of the complainant and a brief description of the alleged violation. Complaints should be addressed to:

Planning and Community Development Department
One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475
Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcd@manchesternh.gov
Website: www.manchesternh.gov

Any complaints received will be directed to the Community Improvement Program Division. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation. The Community Improvements Program Division will conduct an informal investigation affording all interested parties the opportunity to submit testimony and evidence pertinent to the complaint. The Community Improvements Program coordinator shall issue a letter detailing the findings of the investigation, and a plan for addressing any violations found to be credible, not more than sixty (60) days after the filing of the complaint. If no conclusion is reached within the aforementioned sixty (60) days, the Community Improvements Program Coordinator shall issue a letter detailing the reasons for the delay, and a proposed timeline for reaching a final conclusion. The Community Improvements Program Division will provide a formal report to the HUD Field Office that oversees the Section 3 program no more than thirty (30) calendar days after the issuance of the statement of findings.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

VIII. Definitions

Contractor — any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Disadvantaged Business Enterprise – the New Hampshire Department of Transportation operates this program in compliance with Federal Department of Transportation rules to

ensure that federal contracts are issued fairly, on a level playing field, and without discrimination. See *Section V.2* or the [NHDOT website](#) for more information.

Labor hours - means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-Income Person(s) — families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Material supply contracts - contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services - non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Recipient — any entity which receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Registered Apprenticeship Program - [Registered apprenticeship program](#) is a program by the Department of labor to facilitate provision of apprenticeships validated by the U.S. Department of Labor or a State Apprenticeship Agency.

Section 3—Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Covered Project — the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 8-Assisted Housing — housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Section 281 – Section 281 of the National Affordable Housing Act requires each participating jurisdiction to prescribe procedures acceptable to the Secretary to establish and oversee a minority outreach program.

Small Business Association (SBA) 8a Program – The [SBA's 8\(a\) business development program](#) is a program intended to help level the playing field for small businesses owned and

operated by disadvantaged people or entities. 8A is a part of the federal government's goal to award at least 5% of federal contract dollars to small disadvantaged businesses each year.

Subcontractor — any entity (other than a person who is an employee of the contractor) that has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Service area or the neighborhood of the project — area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Youth Build Participant — YouthBuild programs are community-based pre-apprenticeship programs that provide job training and educational opportunities for at-risk youth ages 16-24, receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226)

ATTACHMENT A

SECTION 3 CLAUSES

The City will ensure that the following clauses are included in all Section 3 covered contracts. The contractor and subcontractors (where applicable) will be bound by its provisions.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

C. The contractor agrees to post any job or training opportunities related to this project at HUD Section 3 Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>), and send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause. The contractor shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractors of Section 3 projects agree to make a good faith effort to attract subcontractors listed in the New Hampshire Department of Transportation's Disadvantaged Business Enterprise ([DBE Directory](#)) or the State of Massachusetts' [DBE Directory](#).

E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

F. The contractor agrees to provide the Application for Certification as a Section 3 Business Concern (Attachment B) and, if necessary, Section 3 Worker Self-Affirmation forms (Attachment F) for each worker on the project to the City of Manchester Planning and Community Development Department.

G. The contractor agrees to retain all documentation records pertaining to Section 3 requirements of this project for at least three years and made available for City review upon request, in accordance with 2 CFR § 200.334.

H. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ATTACHMENT B

HUD SECTION 3 BUSINESS REGISTRY CERTIFICATION City of Manchester Planning and Community Development

Use this form to self-certify your Section 3 business.

Business Information

Business Name*: _____

Address* (Street, City, State, ZIP): _____

Business phone Number*: _____

Business Website: _____

Business Contact Person*: _____

Business Email*: _____

Contact Person Phone Number: _____

Business Details

Number of Employees*: _____

North American Industry Classification System (NAICS): _____

DUNS Number: _____

Areas NOT Willing to serve: _____

Business License: _____

Year Business Established*: _____

Employer Identification Number: _____

Business Capabilities Narrative: _____

Small Business

Identify as a small business ____

* [Am I a small Business?](#)

Business Designations

___ DOL Registered Apprenticeship provider

___ DOL Youthbuild Participant/Grantee

___ HUBZone Firm*

___ Labor Union Certified Firm

___ Minority-Owned Business

___ SBA 8a Firm

___ Public Housing Resident Owned Business

___ Woman Owned Business

* *HUBZone Firm Have its principal office located in a historically underutilized business zones, or have at least 35 percent of its employees living in a [Qualified HUBZone](#).*

Provided Services

☐ Accounting	☐ Architecture	☐ Asphalt/Paving	☐ Brick Masonry
☐ Carpentry	☐ Consulting	☐ Demolition	☐ Electrical
☐ Engineering	☐ General Contractor	☐ HVAC	☐ IT
☐ Insulation	☐ Janitorial	☐ Landscaping	☐ Lead Hazard Control
☐ Maintenance	☐ Painting Dry Wall	☐ Plumbing	☐ Roofing
☐ Security	☐ Signage/Graphics	☐ Steel Fabrication	
Other _____			

Currently Hiring

Yes ___* No ___

*If yes, HUD's Section 3 Opportunity Portal is a resource for posting employment opportunities for Section 3 eligible workers.

Section 3 Criteria Self-Certification (Current)*

Your business is eligible to apply for preference as a section 3 business if, in addition to meeting all applicable state and local regulations, it self-certifies that it meets one or more of the following criteria, documented within the last six-month period. Initial all that apply.

- ☐ A. It is at least 51% owned and controlled by low- or very low-income persons;
☐ B. Over 75% of the labor hours performed for the business over the prior three-month period are performed by section 3 workers; (\$24.06/hr or \$50,050/year)
☐ C. It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
☐ My business does not meet any of the listed criteria

Self-Certification

By Signing this form, my business certifies that the statements and information contained on this form are true and accurate, and meet the required HUD Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75. HUD accepts the firm's self-certification that it meets the requirements of a Section 3 Business, but has not validated this claim or substantiated its validity. HUD does not endorse the services provided by any firms that apply for self-certification. A Section 3 business is not entitled to a contract simply by being listed in the HUD Section 3 Business Registry database. Businesses that self-certify their eligibility may receive preference as a Section 3 business, subject to verification from local recipient agencies or HUD. Information that is misrepresented on this form will be grounds for terminating Section 3 certification, or any contract(s) that may be awarded. Firms that misrepresent their eligibility to receive preference as a Section 3 business may face financial or criminal penalties.

___ I authorize the City of Manchester to submit this information to the HUD Section 3 Business Registry on my behalf (initial if applicable)

Business owner:*

Sign: _____ Date _____

Print: _____

ATTACHMENT C

SECTION 3 FACT SHEET MANCHESTER PLANNING AND COMMUNITY DEVELOPMENT

What is section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 which aims to ensure that employment opportunities generated as a result of HUD assistance are directed to low- and very low-income people.

What does it apply to?

For housing and community development programs, Section 3 applies to projects where the total amount of HUD assisted funding exceeds \$200,000. For Lead Hazard Control and Healthy Homes programs, the threshold is \$100,000.

What is expected of contractors?

As a contractor working on a Section-3 covered project, you should prepare to provide the following information:

- total number of labor hours your firm will expend on a HUD assisted contract.
- how many of those hours will be worked by *Section 3 workers* or *Targeted Section 3 Workers*, as defined below.
 - ❖ You should aim to have at least 25% of hours worked by *Section 3 Workers* and at least 5% of hours worked by *Targeted Section 3 Workers*.
- fill out the Section 3 Business Concern self-certification form.
- make efforts to prioritize Section 3 workers when they are qualified for the job you're looking to fill.
- post job openings on the HUD Section 3 opportunity portal.

What is a Section 3 worker?

A section 3 worker is a worker who meets one of the following, or met one of the following when hired in the past five years:

- a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see Income Limit section below)
- b. The worker is employed by a section 3 business
- c. A Youthbuild program participant

What is a targeted Section 3 worker?

Targeted Section 3 worker is a worker that meets one of the following, or met one of the following when hired in the past five years:

- a. Employed by a section 3 business concern
- b. Currently fits or when hired fit at least one of the following categories, as documented within the past five years
 - a. Living within the service area or neighborhood of the project, as identified by the HUD service area digital tool. (LINK)
 - b. A Youthbuild participant

What is a section 3 business concern?

To be a Section 3 business, your business must meet at least one of the following:

- a. At least 51% owned and controlled by low- or very low-income persons (see Income Limit section below)
- b. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers
- c. A business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

What is YouthBuild?

YouthBuild programs are community-based pre-apprenticeship programs that provide job training and educational opportunities for at-risk youth ages 16-24 under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226). Nearby YouthBuild programs include CTI YouthBuild of Greater Lowell and Youthbuild Lawrence, of Lowell and Lawrence MA, respectively. For more information, visit <http://youthbuild.org/our-programs/>.

What are the income limits?

Section 3 Worker Income Limits – Greater Manchester Region, NH – FY 2021

Hourly rate for a full-time worker: not more than **\$24.06 per hour or \$50,050 a year**

What if I have more questions?

If you have any questions, please contact Julia Vieira, Planner (jvieira@manchesternh.gov or 603-792-6722) or Joseph Perez, Planner (jperez@manchesternh.gov or 603-792-6725) at the Planning and Community Development Department

*Planning and Community Development Department
One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475
Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcd@manchesternh.gov*

Why is it important to report this information?

This project is funded through the City of Manchester, NH entitlement funds received from the U.S. Department of Housing and Urban Development (HUD). To comply with HUD Section 3 program, the City is required to collect residency and income information from businesses and workers involved with construction-related programs with budgets of \$200,000 or more (or \$100,000 for the Lead Hazard Reduction Program). **In accordance with the City of Manchester Section 3 Plan, as Subrecipient / Contractor of a Section 3 Project, you are required to provide this Section 3 Reporting Form prior to the project completion.**

ATTACHMENT D

Won a Section 3 Covered Contract?

Congratulations! The Section 3 program is an initiative by the Department of Housing and Urban Development designed to provide pathways to employment for low- and very-low income workers. Your firm plays a key role in implementing this rule.

First, decide if your business qualifies as a Section 3 business concern. If you meet any of the criteria listed in the definition on the fact sheet, you do! If you qualify, and you give us permission, we will add your business to the HUD Section 3 business registry, which can help HUD grant recipients locate your business when they are looking to award a Section 3 covered contract. If you don't meet one of the criteria listed there, that's OK. You can still meet the requirements of Section 3.

Fill out the Section 3 Summary report. This will ask you to provide the total number of labor hours your firm expects to put towards this project. It will ask you how many of the hours will be worked by Section 3 workers, and how many will be worked by Targeted Section 3 workers. Read those definitions in the fact sheet to determine which of your workers qualify.

If your breakdown of hours worked changes during the contract, notify the Manchester Community Improvements Program in writing of the change, and of the reason for the change. Please make sure you're keeping track of hours worked by these types of workers, as the Community Improvements Program may need this information at some point.

If the hours to be worked meet the requirements set by HUD, you're all set. If they don't the Community Improvements program may request other information. You may be asked to provide information about any efforts you are taking to hire Section 3 or Targeted Section 3 workers, or to provide additional information about your employees.

Complying with Section 3 is required on certain federally funded contracts, but more than that it is a way your firm can help to provide economic opportunity to low- and very low-income workers. The Manchester Community Improvements Program thanks you in advance for your work, and for complying with this updated Federal requirement.

Sincerely,

*Planning and Community Development Department
One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475
Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcd@manchesternh.gov*

ATTACHMENT E

SUBRECIPIENT / CONTRACTOR SECTION 3 REPORTING FORM (FY 2021)

Project CIP Number/Name -

Name of Contractor/Subcontractor -

Amount of HUD Assistance Provided -

To be completed by contractor:*

Please review the Section 3 Fact Sheet to familiarize yourself with the definitions of the terms below*

Self-Certification of Section 3 Compliance

- 1. For Lead Projects only** – Number of workers that participated in the City of Manchester Lead Program Worker/Supervisor Training.
- 2.** Are you a section 3 business? (Yes or No – Mark Yes if you checked at least one of the items A – C in the Section 3 Business Concern Certification Form)
- 3.** Estimated total number of labor hours your firm will expend on this contract -
- 4.** Estimated total number of labor hours to be expended by workers who are or when hired in the past five years earned not more than **\$24.06 per hour**.
- 5.** Estimated total number of labor hours expended by workers that are or have been within the past five years a participant of a YouthBuild Program.
- 6.** Estimated number of labor hours to be expended by workers that live within the service area below – (5% minimum)

Insert Map

Please keep your employee's certifications of Section 3 status on file for a period at least of three years, as required by 24 CFR § 75.31. The same worker may be counted as a Section 3 worker for a period of five years from the time when their initial certification is established.

Should there be any change to the predicted labor hours due to an unforeseen change in project conditions, please notify the City of Manchester in writing. Please state the reason for the change, and the new breakdown of hours to be worked by the above listed categories of workers.

By signing, I certify that the information provided is accurate to the best of my knowledge, and that I will provide any information necessary to verify compliance with the provisions of Section 3.

Sign: _____

Date: _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR 3 YEARS

For Planning and Community Development Department Use Only:

CHECKLIST

Section 3 Business Concern form __

Is this subrecipient/contractor a Section 3 Business Concern? __ YES __ NO

Section 3 Business Registry __

Section 3 Opportunity Portal __

Assurance of Compliance Form __

Final Project Review

Total Labor Hours:

Section 3 Targeted Worker Hours:

Section 3 Worker Hours:

Safe Harbor Benchmark Met: __ YES __ NO**

***If NO, provide narrative explanation of Section 3 Compliance actions in IDIS*

ATTACHMENT F

EMPLOYEE SELF-AFFIRMATION FORM FOR FY 2021

This project is funded through the City of Manchester, NH entitlement funds received from the U.S. Department of Housing and Urban Development (HUD). To comply with HUD Section 3 program, the City is required to collect residency and income information for persons involved with construction-related programs with budgets of \$200,000 or more (or \$100,000 for the Lead Hazard Reduction Program). **Your response is voluntary, confidential, and has no effect on your employment.** However, the information on the form will help the City maintain the federal funds that support this kind of project.

Employee Name:	Do you wish to provide this information? __ YES __ NO**
Employer Name:	**If you answer NO, please return this form to your employer.
Date of Hire:	
Employer section (to be filled out by employer) Total number of hours worked on this project:	

1. Are you a resident or were you a resident within the past five years of a public housing facility? __ YES __ NO
2. Are you a beneficiary or were you a beneficiary within the past five years of a Section 8 Housing Choice Voucher Program? __ YES __ NO
3. Are you a participant or were you a participant within the past five years of a YouthBuild Program? __ YES __ NO
4. I currently earn, or when hired within the past five years earned:
 - a. Hourly income ranges of __\$0 - \$24.06/hr __ \$24.06+/hr __ NA
 - b. Annual income ranges of __\$0 - \$50,050/year __ \$50,050+/year __ NA
5. Do you live in the service area below? __ YES __ NO

Insert Map

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Please, return this form to your employer.

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR 3 YEARS



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: August 25, 2021

Re: CIP #610407 Housing Rehab/Lead Hazard Control Program – Mortgage
Subordination – 324-326 Spruce Street (Two Family Home)

Joyce Pittman & Bert Mackenzie, the owners of 324-326 Spruce Street have contacted this office to request the subordination of a City lien totaling \$30,000 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 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 that no cash is being taken out in the refinancing and that the City's security instrument will remain in the same position. As such, it would be consistent with the previous actions of the Committee to recommend this lien subordination.

Respectfully, I request that the Committee make a recommendation to accept or deny the subordination request to the full Board.