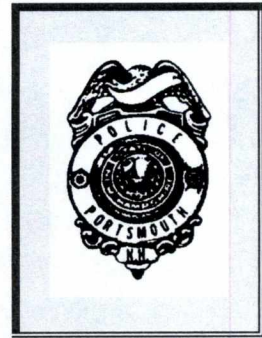


# ***BOARD of POLICE COMMISSIONERS***

*of the*

*City of Portsmouth, N.H.*



*Chairman Joseph J. Onosko...Commissioner Jim Splaine...Commissioner Stefany Shaheen*

*"Providing Citizen Oversight of Your Police Department"*

**NOTICE:** The Police Commission has a dedicated phone number at the police department.

You can call the Commissioners at 603-610-7471 and leave a message regarding your concerns, along with your name and a telephone number. The Commissioners will be advised of your message and someone will return your call in a timely fashion. You can also email the Commissioners directly through the Police Department webpage, by clicking on "Police Commission", and then clicking on any of the Commissioners' names.

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## **\*\*\*AMENDED AGENDA\*\*\***

**Items in red have been added.**

## **PUBLIC NOTICE OF POLICE COMMISSION MEETING**

**DATE:** October 30<sup>th</sup>, 2019 (Wednesday)

**LOCATION &**

**TIME:**

4:00 p.m., Wm. Mortimer Conference Room, Police Dept.

5:30 p.m., Eileen Dondero Foley Council Chambers, City Hall

**Please see important note on the start time:**

**NOTE:** The meeting will start at 4:00 p.m. in the Wm. Mortimer Room. It is anticipated the Commission will go into a non-public session immediately, as provided for under RSA 91-A:3 II (a-e & i) The public session will then resume in Council Chambers whenever the non-public session is finished, which should be at or about 5:30 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ACCEPTANCE OF THE MINUTES OF THE MEETINGS HELD ON:

September 3, 2019, September 24<sup>th</sup>, 2019, September 30<sup>th</sup>, 2019, and October 8<sup>th</sup>, 2019 (Anticipated Action: A motion will be made to accept the minutes of the meetings.)

IV. PUBLIC COMMENT

Individual comment is limited to five minutes.

V. NEW BUSINESS:

A. POLICE COMMISSION:

1.) Commissioner Splaine:

- a.) Update on traffic stop data, "Rolling Stops," and Flashing Radar Speed Indicator Signs.

B. CHIEF OF POLICE:

1. Recognitions & Swearing-In of New Officers
2. Letters of Appreciation from Outside the Department
3. Accreditation Update
4. Monthly Traffic Stats
5. Financial Report – Karen Senecal

a. Grant & Donations:

**Grants:**

- A grant from the US DOJ in the amount of \$371,122 for the Internet Crimes Against Children Task Force in New Hampshire. (Anticipated Action: A motion will be made to accept the Internet Crimes Against Children (ICAC) grant in the amount of \$371,122 and forward to the city council for their action.
- A grant from the NH DOJ in the amount of \$30,000 which provides for expenses incurred for services provided to victims. (Anticipated Action: A motion will be made to accept the grant in the amount of \$30,000

from the NH DOJ and forward to the city council for their action.)

**Donation:**

- A donation in the amount of \$650 from the Friends of the South End in support of the Portsmouth Police Explorer Cadets. (Anticipated Action: A motion will be made to accept the donation of \$650 from the Friends of the South End in support of the Portsmouth Police Explorer Cadets and forward to the city council for their action.)

- b. Strategic Plan
- c. Grant Applications Update
- d. Facilities Report

**C. PATROL DIVISION:**

This report is included in the commission packet.

**VI. COURT OFFICE REPORT**

This report is included in the commission packet.

**VII. MISCELLANEOUS/OTHER BUSINESS: None**

**VIII. NEXT REGULAR MEETING:** The next Commission meeting is scheduled for Tuesday, November 20<sup>th</sup>, 2019 at the usual 4:00/5:30 start time. (See note at the beginning of this agenda for a start time explanation.) Please check the meetings calendar on the city's website as the date approaches for cancellations or changes to the time or meeting location.

**NOTICE to members of the public who are hearing impaired:** If you wish to attend a meeting and need assistance, please contact City Human Resources at 431-2000 ext. 7270 prior to the scheduled meeting. Thank You.

*Kathy Levesque*

(Amended & Re-Posted on October 28<sup>th</sup>, 2019)

**Jim Splaine**, Clerk of the Commission



MINUTES  
OF  
PREVIOUS  
MEETING(S)



**PORTSMOUTH POLICE COMMISSION**

**MINUTES OF THE OCTOBER 8<sup>TH</sup>, 2019  
SPECIAL POLICE COMMISSION MEETING**

**8:00 a.m. Call to Order, Wm. Mortimer Conference Room, PPD**

**Commissioner Joseph J. Onosko, Chair**

**Commissioner Jim Splaine**

**Commissioner Stefany Shaheen**

**I. CALL TO ORDER**

The Chair called the October 8<sup>th</sup>, 2019 special Police Commission meeting to order at 8:12 a.m. in the Wm. Mortimer Conference Room, in the Portsmouth Police Department. The following people were present: Commissioners Onosko, Splaine, and Shaheen, Chief Merner, Captains Newport and Maloney, and Lt. Christian Cummings.

**II. NON PUBLIC SESSION**

**Action:** Commissioner Shaheen moved to go into a non-public session as provided for under RSA 91-A:3 II (i).

**Seconded by Commissioner Onosko.**

**On a Roll Call Vote:** The motion passed unanimously to enter non-public session as provided for under RSA 91-A:3 II (i) as follows:

Commissioner Onosko:	"Aye."
Commissioner Splaine:	"Aye."
Commissioner Shaheen:	"Aye."

The Commission went into non-public session at 8:12 a.m.

**The public session resumed in the Wm. Mortimer Conference Room at 10:00 a.m.**

**Present during resumed public session:** Commissioners Onosko, Splaine, and Shaheen, Chief Merner, Captains Newport and Maloney, and Lt Cummings.

**III. ADJOURNMENT**

There being no further business before the Commission, the Chair asked for a motion to adjourn the October 8<sup>th</sup>, 2019 special Police Commission meeting.

**Action: Commissioner Shaheen moved** to adjourn the October 8<sup>th</sup>, 2019 Special Police Commission Meeting.

**Seconded by Commissioner Splaine.**

**The Voice Vote was unanimous** to adjourn the meeting at 10:00 a.m.

*Kathe*

*Respectfully Submitted By Kathleen Levesque, Executive Assistant to the Chief of Police  
Commissioner Jim Splaine, Clerk of the Commission*

*Jim Splaine*



## **PORTSMOUTH POLICE COMMISSION**

### **MINUTES OF THE SEPTEMBER 30<sup>TH</sup>, 2019 SPECIAL POLICE COMMISSION MEETING**

**8:00 a.m. Call to Order, Wm. Mortimer Conference Room, PPD**

**Commissioner Joseph J. Onosko, Chair  
Commissioner Jim Splaine  
Commissioner Stefany Shaheen**

#### **I. CALL TO ORDER**

The Chair called the September 30<sup>th</sup>, 2019 special Police Commission meeting to order at 8:15 a.m. in the Wm. Mortimer Conference Room, in the Portsmouth Police Department. The following people were present: Commissioners Onosko, Splaine, and Shaheen, Chief Merner, and Lt. Christian Cummings.

#### **II. NON PUBLIC SESSION**

**Action: Commissioner Shaheen moved** to go into a non-public session as provided for under RSA 91-A:3 II (i).

**Seconded by Commissioner Onosko.**

**On a Roll Call Vote:** The motion passed unanimously to enter non-public session as provided for under RSA 91-A:3 II (i) as follows:

Commissioner Onosko: "Aye."

Commissioner Splaine: "Aye."

Commissioner Shaheen: "Aye."

The Commission went into non-public session at 8:15 a.m.

**The public session resumed in the Wm. Mortimer Conference Room at 9:18 a.m.**

**Present during resumed public session:** Commissioners Onosko, Splaine, and Shaheen, Chief Merner, and Lt Cummings.



### III. **ADJOURNMENT**

There being no further business before the Commission, the Chair asked for a motion to adjourn the September 30<sup>th</sup>, 2019 special Police Commission meeting.

**Action: Commissioner Shaheen moved** to adjourn the September 30<sup>th</sup>, 2019 Special Police Commission Meeting.

**Seconded by Commissioner Splaine.**

**The Voice Vote was unanimous** to adjourn the meeting at 9:18 a.m.

*Kathe*

*Respectfully Submitted By Kathleen Levesque, Executive Assistant to the Chief of Police  
Commissioner Jim Splaine, Clerk of the Commission*

*Jim Splaine*

**PORTSMOUTH POLICE COMMISSION**  
**MINUTES OF THE SEPTEMBER 24<sup>TH</sup>, 2019 POLICE COMMISSION**  
**MEETING**

**5:30 p.m. Public Session – Eileen Dondero Foley Council Chambers**

Joseph J. Onosko, Chair  
Jim Splaine  
Stefany Shaheen

**NOTE: The Commission came out of non-public session at 9:50 a.m. At the direction of the Chair, the public session was continued until 5:30 p.m.**

**I. CALL TO ORDER:**

The September 24<sup>th</sup>, 2019 public session of the monthly Police Commission meeting was called back to order at 5:30 p.m. in the Eileen Dondero Foley Council Chambers.

(An archived video of the meeting is available on the city's website.)

**The following people were present:** Commissioners Onosko, Splaine, and Shaheen, Chief Robert Merner, Admin. Manager Karen Senecal, members of the Department, family members, and the public.

**II. PLEDGE OF ALLEGIANCE:** Karen Senecal led the Pledge of Allegiance.

**III. MOTION TO SUSPEND THE AGENDA:**

The Chair asked for a motion to suspend the agenda, and move to item #1 under the Chief's report, 'Vesting of Rank & Swearing-In Ceremony'.

**Action: Commissioner Splaine moved** to suspend the agenda, and move to item #1 under the Chief's report, 'Vesting of Rank & Swearing-In Ceremony'.

**Seconded by Commissioner Shaheen.**

**On a Voice Vote:** The motion passed to move to item #1 under the Chief's report, 'Vesting of Rank & Swearing-In Ceremony'.



Chief Merner vested the following newly promoted officers with the authority and responsibilities of their new rank:

- Captain Darrin Sargent  
\*\*\*Chief Merner also presented Capt. Sargent with the special insignia worn on the uniform for 20 years of service to the Department.
- Captain Michael Maloney
- Lieutenant John Peracchi
- Lieutenant David Keaveny
- Sergeant Eric Benson
- Sergeant Nicholas Small

Chief Merner then administered the Sworn Officer Oath to our newest officer, Alex McMillen. Officer McMillen is an experienced police officer.

There was a brief intermission while the officers and their families had photos taken.

#### IV. **ACCEPTANCE OF THE MINUTES:**

The Chair asked for a motion to accept or amend the minutes of the August 27<sup>th</sup>, 2019 meeting minutes.

**Action: Commissioner Shaheen moved** to accept the minutes of the above captioned meeting as written.

**Seconded by Commissioner Splaine.**

**On a Voice Vote:** The motion passed to accept the minutes of the above captioned meeting as written.

#### V. **PUBLIC COMMENT:** (The following is a brief summary of each person's comments, and represents the speaker's personal opinion. The entire meeting can be viewed online by going to the City's website and scrolling down the home page of the City's website to "Recent Meeting Broadcast", or "City YouTube Channel..." which is in the blue box just below it.)

There being no one wishing to speak, the Chair closed the public comment section.

#### VI. **UNFINISHED BUSINESS:** None.



## VII. NEW BUSINESS:

### A. POLICE COMMISSION:

#### 1. Commissioner Onosko:

Body Camera Sub-Committee Report – Jen Murray, a citizen panel member of the sub-committee, presented a summary of the panel's research, findings, and recommendations. The report represents nine months of work and meetings by the sub-committee.

Professor Albert 'Buzz' Scherr, Chair of the sub-committee, who requested time to present the minority opinion regarding the findings, followed the presentation by Jen Murray.

The Chair asked for a motion on the findings of the sub-committee.

**Action: Commissioner Shaheen moved** to adopt the sub-committee's recommendation to not proceed with body-camera implementation at this time.

**Seconded by Commissioner Splaine.**

The Chair asked for discussion. Commissioner Shaheen said although she was not yet a commissioner at the start of the project, she can vouch for the thoroughness and detailed analysis that went into this process.

The Commissioner went on to say she invested a considerable amount of time on-boarding after being appointed by the City Council to fill the vacant seat. She said her thorough onboarding made it clear the Portsmouth Police Department has other pressing physical needs. The Department's physical building has been outgrown and is in disrepair. The IT infrastructure that supports all communications and IT is aged and not up to the demands currently required of it. Commissioner Shaheen felt we definitely need to continue to evaluate Geo location needs and GPS within cruisers as this is a significant officer and citizen safety issue.

Commissioner Splaine said he agreed with everything just summarized by Commissioner Shaheen. He also felt the committee's reporting was well-balanced.

The Chair asked for a vote on the Motion.

**On a Voice Vote:** The Motion passed to adopt the sub-committee's recommendation to not proceed with body-camera implementation at this time.

**B. CHIEF OF POLICE, cont'd:**

2. Grant Acceptance:

- a. **Action: Commissioner Splaine moved** to accept the grant in the amount of \$20,425 from the NH Department of Safety for ten different highway safety initiatives, and forward to the City Council for their Action.

**Seconded by Commissioner Shaheen.**

**On a Voice Vote:** The motion passed to accept the grant in the amount of \$20,425 from the NH Department of Safety for ten different highway safety initiatives, and forward to the City Council for their Action.

3. Letters of Appreciation:

- a. Chief Merner received a note of appreciation from a couple visiting Portsmouth who were involved in a motor vehicle accident. They thanked Officers Sean Evans and James Noury for their professional and courteous manner. The writer said their presence and demeanor provided him with a feeling of reassurance in the midst of a very emotional and stressful event.

4. Financial Report

- a. The Police Department will be returning over \$125,000 to the city as we close the FY '19 Fiscal Year.

NOTE: Commissioner Splaine requested thank you letters go out to each of the sub-committee participants.

**VIII. PATROL DIVISION:**

- a. This report was included in the 9-24-19 Commission meeting packet.

**IX. COURT OFFICE REPORT:**

- a. This confidential report was included in the 9-24-19 Commission meeting packet.

**X. MISCELLANEOUS/OTHER BUSINESS:**

**XI. NEXT REGULAR MEETING:**

The next commission meeting is scheduled for Wednesday, October 30<sup>th</sup>, 2019, with the public session beginning at 5:30 p.m. in the Eileen Dondero Foley Council Chambers.

**XII. MOTION TO ADJOURN:**

There being no further business before the Commission, the Chair asked for a motion to adjourn.

**Action: Commissioner Shaheen moved** to adjourn the September 24<sup>th</sup>, 2019 monthly Police Commission Meeting.

**Seconded by Commissioner Splaine.**

**On a Voice Vote:** The motion passed to adjourn the September 24<sup>th</sup>, 2019 Monthly Police Commission Meeting at 6:58 p.m.

END OF MEETING

*Kathe*

*Respectfully Submitted By Kathleen Levesque, Executive Assistant  
Reviewed By Commissioner Splaine, Clerk of the Commission*

*Jim Splaine*



**PORTSMOUTH POLICE COMMISSION**

**MINUTES OF THE SEPTEMBER 3<sup>RD</sup>, 2019  
SPECIAL POLICE COMMISSION MEETING**

**9:00 a.m. Call to Order, Wm. Mortimer Conference Room, PPD**

**Commissioner Joseph J. Onosko, Chair  
Commissioner Jim Splaine  
Commissioner Stefany Shaheen**

**I. CALL TO ORDER**

The Chair called the September 3<sup>rd</sup>, 2019 special Police Commission meeting to order at 8:22 a.m. in the Wm. Mortimer Conference Room, in the Portsmouth Police Department. The following people were present: Commissioners Onosko, Splaine, and Shaheen, Chief Merner, Captain Maloney and Lieutenant McCain.

**II. NON PUBLIC SESSION**

**Action:** Commissioner Shaheen moved to go into a non-public session as provided for under RSA 91-A:3 II (a).

**Seconded by Commissioner Onosko.**

**On a Roll Call Vote:** The motion passed unanimously to enter non-public session as provided for under RSA 91-A:3 II (a) as follows:

Commissioner Onosko: "Aye."

Commissioner Splaine: "Aye."

Commissioner Shaheen: "Aye."

The Commission went into non-public session at 8:22 a.m.

**The public session resumed in the Wm. Mortimer Conference Room at 11:00 a.m.**

**Present during resumed public session:** Commissioners Onosko, Splaine, and Shaheen, Chief Merner, Captain Maloney, and Lieutenant McCain.

### III. ADJOURNMENT

There being no further business before the Commission, the Chair asked for a voice vote to adjourn the September 3<sup>rd</sup>, 2019 special Police Commission meeting.

**The Voice Vote was unanimous** to adjourn the meeting at 11:00 a.m.

*Kathe*

*Respectfully Submitted By Kathleen Levesque, Executive Assistant to the Chief of Police  
Commissioner Jim Splaine, Clerk of the Commission*

*Jim Splaine*

POLICE  
COMMISSION  
BUSINESS



**POLICE COMMISSION – NEW BUSINESS**

**OCTOBER 30<sup>TH</sup>, 2019 MEETING**

**V. NEW BUSINESS:**

**A. POLICE COMMISSION:**

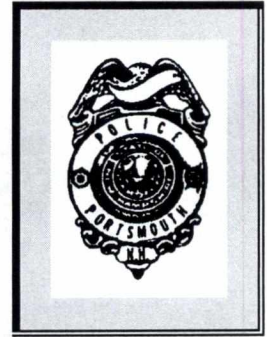
**1.) Commissioner Splaine:**

- a.) Update on traffic stop data, "Rolling Stops," and Flashing Radar Speed Indicator Signs.**

# CHIEF'S REPORT

# ***BOARD of POLICE COMMISSIONERS***

*of the  
City of Portsmouth, N.H.  
October 30<sup>th</sup>, 2019*



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## **B. CHIEF OF POLICE:**

### **1. Recognitions & Swearing-In of New Officers**

#### **➤ Recognitions:**

- Sgt. Kaltenborn – 20 Years
- Det. Munson - 20 Years
- Lead Dispatcher Cullen – 20 years
- Lead Dispatcher Noseworthy – 20 years

#### **➤ Swearing-In of New Officers**

- Alex Wolfertz
- Zachary Brandt
- Joshua Haile



2019-2020  
IGAC.



**U.S. Department of Justice**

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 27, 2019

Chief Robert M. Merner  
City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801-4554

Dear Chief Merner:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the Internet Crimes Against Children Task Force Program in the amount of \$371,122 for City of Portsmouth.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tenzing Lahdon, Program Manager at (202) 598-6500; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Sullivan", is written over a horizontal line.

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice  
Office of Justice Programs  
Office of Civil Rights

Washington, DC 20531

September 27, 2019

Chief Robert M. Merner  
City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801-4554

Dear Chief Merner:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



U.S. Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**Cooperative Agreement**

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801-4554

4. AWARD NUMBER: 2018-MC-FX-K057

5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020  
BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020

6. AWARD DATE 09/27/2019

7. ACTION

Supplemental

2a. GRANTEE IRS/VENDOR NO.  
026000715

8. SUPPLEMENT NUMBER  
01

2b. GRANTEE DUNS NO.  
073976706

9. PREVIOUS AWARD AMOUNT \$ 274,854

3. PROJECT TITLE  
New Hampshire ICAC Task Force Program

10. AMOUNT OF THIS AWARD \$ 371,122

11. TOTAL AWARD \$ 645,976

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY19(OJDP - MEC - ICAC Task Force - including prior year) Pub. L. 116-6, 133 Stat. 13, 115; Pub. L. No. 115-141, 132 Stat. 348, 423

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.543 - Missing Children's Assistance

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Robert M. Merner  
Chief of Police

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

10-11-19

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	F	MC	70	00	00		371122

21. TMCTGT0276





U.S. Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 16

PROJECT NUMBER 2018-MC-FX-K057

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

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

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

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

RMM



U.S. Department of Justice  
Office of Justice Programs  
**Office of Juvenile Justice and  
Delinquency Prevention**

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 3 OF 16

PROJECT NUMBER 2018-MC-FX-K057

AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

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

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

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

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

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

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

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

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

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

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

20. Potential imposition of additional requirements

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

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

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

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

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

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

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

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

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

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

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

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

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

29. Encouragement of policies to ban text messaging while driving

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

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

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification that the recipient (or the subrecipient, as applicable) has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures set forth in the DOJ Grants Financial Guide.

32. ICAC Annual Reports

The recipient agrees to submit annual reports to OJP that set forth the following:

(A) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force. (B) Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.

33. The recipient agrees to forward reports of ICAC Task Force Program Monthly Performance Measures to the OJJDP-designated site.

34. The recipient agrees to comply with the OJJDP approved ICAC Task Force Operational and Investigative Standards

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35. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

36. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

37. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

38. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

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U.S. Department of Justice  
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**Office of Juvenile Justice and  
Delinquency Prevention**

**AWARD CONTINUATION  
SHEET**  
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AWARD DATE 09/27/2019

*SPECIAL CONDITIONS*

39. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

40. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
41. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
42. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
43. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in this project. OJJDP's participatory role in the project is as follows:
- a. Review and approve major work plans, including changes to such plans, and key decisions pertaining to project operations.
  - b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.



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44. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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45. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

46. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OJP grant funds, without prior written approval from OJP.

47. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

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

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

48. The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # ( ) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.
49. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
50. The recipient may not obligate, expend, or draw down any funds under this award until a revised budget detail worksheet, a revised budget narrative, and a revised program narrative that reflect the final award amount have been received and approved by OJP, and a Grant Adjustment Notice (GAN) has been issued removing this condition.





**U.S. Department of Justice**

Office of Justice Programs

*Office of Juvenile Justice and Delinquency Prevention*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Lou Ann Holland, OJJDP NEPA Coordinator

**Subject:** Categorical Exclusion for City of Portsmouth

This award is made as part of the Internet Crimes Against Children Task Force Program. Awards under this program will be used to support State and local law enforcement agencies to maintain and expand State and regional task forces to address technology-facilitated child exploitation. None of the following activities will be conducted either under this award or a related third party action: 1) New construction; 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species; 3) A renovation which will change the basic prior use of a facility or significantly change its size; 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or 5) Implementation of a program involving the use of chemicals, other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments. Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

*Ray*



U.S. Department of Justice  
Office of Justice Programs  
  
Office of Juvenile Justice and  
Delinquency Prevention

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Cooperative Agreement**

PROJECT NUMBER

2018-MC-FX-K057

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This project is supported under FY19(OJJDP - MEC - ICAC Task Force - including prior year) Pub. L. 116-6, 133 Stat. 13, 115; Pub. L. No. 115-141, 132 Stat. 348, 423

**1. STAFF CONTACT (Name & telephone number)**

Tenzing Lahdon  
(202) 598-6500

**2. PROJECT DIRECTOR (Name, address & telephone number)**

John Peracchi  
Detective Lieutenant  
1 Junkins Ave  
Portsmouth, NH 03801-4554  
(603) 610-7432 ext.401

**3a. TITLE OF THE PROGRAM**

OJJDP FY 19 Internet Crimes Against Children Task Force Invited Applicants

**3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)**

**4. TITLE OF PROJECT**

New Hampshire ICAC Task Force Program

**5. NAME & ADDRESS OF GRANTEE**

City of Portsmouth  
1 Junkins Ave  
Portsmouth, NH 03801-4554

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2018 TO: 09/30/2020

**8. BUDGET PERIOD**

FROM: 10/01/2018 TO: 09/30/2020

**9. AMOUNT OF AWARD**

\$ 371,122

**10. DATE OF AWARD**

09/27/2019

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

The National Internet Crimes Against Children (ICAC) Task Force Program, consists of state and local law enforcement task forces dedicated to developing effective responses to online enticement of children by sexual predators, child exploitation, and child obscenity and pornography cases. Each State and local task force that is part of the national program shall: 1) consist of State and local investigators, prosecutors, forensic specialists, and education specialists who are dedicated to addressing the goals of the task force; 2) engage in proactive investigations, forensic examinations, and effective prosecutions of Internet crimes against children; 3) provide forensic, preventive, and investigative assistance to parents, educators, prosecutors, law enforcement, and others concerned with Internet crimes against children; 4) develop multijurisdictional, multiagency partnerships and responses to Internet crimes against children offenses through ongoing informational, administrative, and technological support to other State and local law enforcement agencies, as a means for such agencies to acquire the necessary knowledge, personnel, and specialized equipment to investigate and prosecute such offenses; 5) participate in nationally coordinated investigations in any case in which the Attorney General determines such participation to be necessary, as permitted by the available resources of such task force; 6) establish or adopt investigative and

prosecution standards consistent with established norms, to which such task force shall comply; 7) investigate, and seek prosecution on tips related to Internet crimes against children, including tips from Operation Fairplay, the National Internet Crimes Against Children Data System, the National Center for Missing and Exploited Children's CyberTipline, ICAC task forces, and other Federal, State, and local agencies, with priority being given to investigate leads that indicate the possibility of identifying or rescuing child victims, including investigative leads that indicate a likelihood of seriousness of offense or dangerousness to the community; 8) develop procedures for handling seized evidence for ICAC task force lead agencies and affiliate agencies; 9) maintain reports required by OJJDP and other reports and records as determined by the Attorney General; and, 10) seek to comply with national standards regarding the investigation and prosecution of Internet crimes against children, as set forth by the Attorney General, to the extent such standards are consistent with the law of the State where the task force is located.

The New Hampshire ICAC Task Force will continue to identify, investigate, and arrest criminals who use digital technologies to exploit children for personal or commercial gain. The New Hampshire ICAC Task Force will focus on: Reactive investigations designed to prevent the manufacturing and distribution of child sexual abuse images; Proactive undercover investigations to monitor and infiltrate social networking sites and online chat rooms in cases such as sexual solicitation and sextortion; CyberTip investigations in cases of child abuse and neglect, human trafficking and child prostitution; Providing technical and digital forensic assistance to the New Hampshire State Police's Child Abduction Response Team; Provide assistance to law enforcement and prosecutorial agencies where ICAC technical and practical law enforcement expertise may facilitate a resolution to a criminal investigation; and, as a part of the community outreach program, provide Internet safety presentations and materials to public groups. CA/CF







3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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



personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

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

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



**NEW HAMPSHIRE DEPARTMENT OF JUSTICE**



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

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

**1. LOBBYING**

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

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,

with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

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

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

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

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

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

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

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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Name and Title of Head of Agency

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Signature

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Date

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Name and Address of Agency

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL



JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL

**VAWA Subgrantee Contract Checklist**

Grant recipients must submit a complete, notarized, **Grant Agreement Form (P-37 Contract)**. The below documentation must accompany the Grant Agreement Form. All pages that do not have a signature must be initialed and dated by person authorized by Certificate of Authority (item 4).

- ☐ 1. Exhibit A: Scope of Work
- ☐ 2. Exhibit B: Method of Payment
- ☐ 3. Exhibit C: Special Provisions
- ☐ 4. Certificate of Authority- The purpose of the document is to ensure that the governing body of the organization provided sufficient authority to the signatories of the contract to make it binding (Samples available upon request)
- ☐ 5. Certificate of Insurance
- ☐ 6. Certificate of Workers Compensation Insurance
- ☐ 7. NH Secretary of State Certificate of Good Standing, dated on or after April 1<sup>st</sup> of the year of the grant award. (Non-profits only)
- ☐ 8. Proof of non-profit (if applicable)
- ☐ 9. URL where financial statements are available online (if applicable) or copy of last financial audit completed.

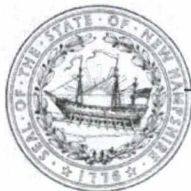
a. URL: \_\_\_\_\_

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL

JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL



- ☐ 10. Signed copy of the special conditions.
- ☐ 11. Signed non-supplanting certification
- ☐ 12. Signed Certification Form Regarding Debarment, Suspension, Ineligibility and Voluntary Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements
- ☐ 13. Certification form of Equal Employment Opportunity Plan.
- ☐ 14. Signed Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended





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

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

### **(A) In general**

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

### **(B) Nondisclosure**

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

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

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

**(C) Release**

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

(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and

(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

(i) Grantees and subgrantees may share—

(I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;

(II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and

(III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

(I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;

(II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

**(E) Statutorily mandated reports of abuse or neglect**

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

**(F) Oversight**

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

**(G) Confidentiality assessment and assurances**

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

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

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Agency Name

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



## EXHIBIT A

### -SCOPE OF SERVICES-

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

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

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

3a. The Subrecipient shall be awarded an amount not to exceed \$30,000 of the total Grant Limitation upon Governor and Executive Council approval to 12/31/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

- i. With the sufficient reason, the Subrecipient may apply for an extension of the grant period for up to three months. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.
- ii. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Executive Council approval, not after 12/31/2020, or 3/31/2021 if extension is granted.

## **EXHIBIT C**

### **-SPECIAL PROVISIONS-**

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



## Non-supplanting Certification

### Supplanting defined

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

### Supplanting and job retention

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

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The \_\_\_\_\_ (Applicant) certifies that any funds awarded through **grant number** 2020VAW13 shall be used to supplement existing funds for program activities and will not replace (supplant) nonfederal funds that have been appropriated for the purposes and goals of the grant.

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

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EEOP Reporting

I, \_\_\_\_\_ [responsible official], certify that

\_\_\_\_\_ [recipient] has completed the EEO reporting tool certification

form at: [https://ojp.gov/about/ocr/faq\\_eeop.htm](https://ojp.gov/about/ocr/faq_eeop.htm) on \_\_\_\_\_ [Date]

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

I further certify that: \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **DONATION TO BE ACCEPTED:**

**A donation in the amount of \$650 from the Friends of the South End in support of the Portsmouth Police Explorer Cadets. (Anticipated**

**Action: A motion will be made to accept the donation of \$650 from the Friends of the South End in support of the Portsmouth Police Explorer Cadets and forward to the city council for their action.)**



Friends of the South End  
PO Box 443  
Portsmouth, NH 03802

October 22, 2019

Thompson Potter  
Police Explorers  
Portsmouth Police Department  
3 Junkins Avenue  
Portsmouth, NH 03801

RE: 2019 Fairy House Tour

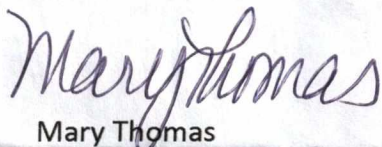
Dear Officer Potter,

Thank you for participating in the 2019 Friends of the South End (FOSE) Fairy House Tour. This year's event was another success with 4,500 people attending over the two days.

Enclosed please find a check in the amount of \$650, in acknowledgement of the cadets' coordination of parking both days on Peirce Island.

The Police Explorers are an integral part of this collaborative community event and we are grateful for all your efforts this year.

Sincerely,



Mary Thomas  
FOSE Co-President



Esther Kennedy  
FOSE Co-President



Caroline Piper  
2019 Tour Coordinator

Enclosure

**Financial Reports**  
**FY18 YEAR TO DATE SUMMARY**  
**September 30, 2019**

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<b>Appropriated Budget</b>	<b>YTD Expenses and Encumbrances</b>	<b>Available Balance</b>	<b>% of Budget Used</b>
11,647,381	4,266,041	7,381,340	36.63%
<b>Minus Annualized Expenditures</b>			
(130,203)	(130,203)	Leave at Termination	
(1,735,715)	(1,735,715)	Health Insurance	
(171,274)	(171,274)	Workers Compensation	
<b>ACTUALS</b>			
<b>9,610,189</b>	<b>2,228,849</b>	<b>7,381,340</b>	<b>23.19%</b>
<b>% Through FY</b>			<b>26.92%</b>



# Administrative Services Division

## Financial Reports

### By Division - FY18 YEAR TO DATE SUMMARY

September 30, 2019

DEPARTMENT	BUDGET	SEPTEMBER	Encumbered	Misc Recon	YEAR TO DATE EXPENSES	AVAILABLE BALANCE	% OF BUDGET USED	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		26.92%								
		EXPENSES	EXPENSES	External Funding Recon & Journal Entries (Sep)						
Administration	1,120,855	94,624	-	(46,292)	226,120	894,735	20.17%		\$ 226,120	20.17%
Detectives-Gen/Narcotics	1,600,963	135,349	-	(17,805)	403,797	1,197,166	25.22%		\$ 403,797	25.22%
Detectives-Family Related	-	-	-	-	-	-	#DIV/0!		\$ -	#DIV/0!
Patrol	4,446,160	347,940	632	(16,477)	1,059,806	3,386,354	23.84%		\$ 1,059,806	23.84%
Personnel & Training	505,321	47,041	587	-	103,378	401,943	20.46%		\$ 103,378	20.46%
Communications Center	1,122,405	78,938	-	-	269,719	852,686	24.03%		\$ 269,719	24.03%
Information Sys.	269,625	16,555	1,400	-	43,650	225,975	16.19%		\$ 43,650	16.19%
Community Relations	13,898	29	-	-	1,497	12,401	10.77%		\$ 1,497	10.77%
Records	79,427	8,021	-	-	20,201	59,226	25.43%		\$ 20,201	25.43%
Crossing Guards	-	-	-	-	-	-	0.00%		\$ -	0.00%
Animal Control	36,242	1,743	-	-	6,032	30,210	16.64%		\$ 6,032	16.64%
Auxiliary	49,950	2,913	-	(963)	8,532	41,418	17.08%		\$ 8,532	17.08%
Canine	40,582	5,724	-	-	11,479	29,103	28.29%		\$ 11,479	28.29%
Emergency Response Team	44,646	4,229	-	-	17,262	27,384	38.66%		\$ 17,262	38.66%
Accident Team	-	-	-	-	-	-	0.00%		\$ -	0.00%
Field Training Officer	20,349	1	-	-	57	20,292	0.28%		\$ 57	0.28%
Explorer	4,299	-	-	-	(2)	4,301	0.00%		\$ (2)	0.00%
Fleet Maintenance	138,926	15,283	-	(3,950)	28,888	110,038	20.79%		\$ 28,888	20.79%
Major Benefits	2,153,733	13,360	-	(722)	2,065,626	88,107	95.91%	\$ (2,037,192)	\$ 28,434	1.32%
Anticipated Exp/Extrnl Fndng				-	-	-	#DIV/0!	\$ -	\$ -	#DIV/0!
<b>TOTALS</b>	<b>11,647,381</b>	<b>771,749</b>	<b>2,619</b>	<b>(86,209)</b>	<b>4,266,041</b>	<b>7,381,340</b>	<b>36.63%</b>	<b>\$ (2,037,192)</b>	<b>\$ 2,228,849</b>	<b>23.19%</b>

#### Annualized Exp.

Leave at Term	(130,203)	(130,203)
Health Insurance	(1,735,715)	(1,735,715)
Workers Compensation	(171,274)	(171,274)
	<u>(2,037,192)</u>	<u>(2,037,192)</u>

Adjusted Budget Totals w/o Annualized Exp.

9,610,189

2,228,849

7,381,340

23.19%





# Administrative Services Division

## Financial Reports

### By Line Item -FY18 YEAR TO DATE SUMMARY

September 30, 2019

Account	Title	Budget	EXPENSES	EXPENSES	External Funding Recon & Journal Entries (Sep)	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		% Through FY	26.923%	Encumbered	Misc Recon						
011001	Regular Salaries	\$ 1,355,516	\$ 107,413	\$ -	\$ (8,718)	\$ 329,714	\$ 1,025,802	24.32%	0	329,714	24.32%
011041	Salaries Uniform Personnel	\$ 4,378,631	\$ 352,038	\$ -	\$ (14,679)	\$ 1,078,535	\$ 3,300,096	24.63%	0	1,078,535	24.63%
011061	Insurance Reimbursement	\$ 14,000	\$ 5,001	\$ -	\$ -	\$ 5,001	\$ 8,999	35.72%	0	5,001	35.72%
011063	Shift Differential	\$ 38,397	\$ 1,548	\$ -	\$ -	\$ 4,493	\$ 33,904	11.70%	0	4,493	11.70%
012001	Part Time Salaries	\$ 138,271	\$ 8,713	\$ -	\$ (894)	\$ 24,708	\$ 113,563	17.87%	0	24,708	17.87%
012041	Commissioner Stipend	\$ 3,600	\$ 300	\$ -	\$ -	\$ 900	\$ 2,700	25.00%	0	900	25.00%
014041	Overtime	\$ 486,197	\$ 57,443	\$ -	\$ (21,707)	\$ 145,694	\$ 340,503	29.97%	0	145,694	29.97%
014042	O/T Education	\$ 75,005	\$ 16,557	\$ -	\$ -	\$ 20,295	\$ 54,710	27.06%	0	20,295	27.06%
014055	Reimbursable O/T	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
014067	O/T Background Investigation	\$ 10,718	\$ 1,078	\$ -	\$ -	\$ 1,768	\$ 8,950	16.49%	0	1,768	16.49%
015001	Longevity	\$ 42,969	\$ -	\$ -	\$ -	\$ -	\$ 42,969	0.00%	0	0	0.00%
016001	Leave At Termination	\$ 130,203	\$ 174	\$ -	\$ -	\$ 130,377	\$ (174)	100.13%	(130,203)	174	0.13%
017001	Holiday Premium Pay	\$ 191,532	\$ 16,670	\$ -	\$ (400)	\$ 32,376	\$ 159,156	16.90%	0	32,376	16.90%
018030	Eval. Stipend	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
018032	Training Stipend	\$ 2,295	\$ 734	\$ -	\$ -	\$ 1,760	\$ 535	76.69%	0	1,760	76.69%
018034	Education Stipend	\$ 64,407	\$ 123	\$ -	\$ -	\$ 401	\$ 64,006	0.62%	0	401	0.62%
018041	Court Witness Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0	0	#DIV/0!
018042	Special Detail	\$ 59,341	\$ 1,754	\$ -	\$ -	\$ 4,070	\$ 55,271	6.86%	0	4,070	6.86%
019002	Anticipated Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
021001	Insurance-Health	\$ 1,735,715	\$ -	\$ -	\$ -	\$ 1,735,715	\$ -	100.00%	(1,735,715)	0	0.00%
021101	Insurance-Dental	\$ 96,437	\$ 7,618	\$ -	\$ (695)	\$ 22,561	\$ 73,876	23.39%	0	22,561	23.39%
021501	Insurance-Life	\$ 4,267	\$ 329	\$ -	\$ (25)	\$ 963	\$ 3,304	22.57%	0	963	22.57%



# Administrative Services Division

## Financial Reports

### By Line Item -FY18 YEAR TO DATE SUMMARY

September 30, 2019

Account	Title	Budget	SEPTMBER 26.923% EXPENSES	Encumbered EXPENSES	Misc Recon External Funding Recon & Journal Entries (Sep)	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
021601	Insurance-Disability	\$ 1,693	\$ 172	\$ -	\$ -	\$ 501	\$ 1,192	29.60%	0	501	29.60%
021602	Insurance-A&D	\$ 144	\$ 13	\$ -	\$ (2)	\$ 36	\$ 108	25.00%	0	36	25.00%
021701	Insurance-LTD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
022001	Social Security	\$ 103,456	\$ 7,924	\$ -	\$ (84)	\$ 24,601	\$ 78,855	23.78%	0	24,601	23.78%
022501	Medicare	\$ 100,956	\$ 7,970	\$ -	\$ (396)	\$ 23,168	\$ 77,788	22.95%	0	23,168	22.95%
023001	Retirement	\$ 167,176	\$ 13,551	\$ -	\$ (7,607)	\$ 35,208	\$ 131,968	21.06%	0	35,208	21.06%
023002	Retirement-Officers	\$ 1,510,417	\$ 123,660	\$ -	\$ (52)	\$ 363,152	\$ 1,147,265	24.04%	0	363,152	24.04%
025001	Unemployment Compensation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
026002	Insurance-Workers Comp	\$ 171,274	\$ -	\$ -	\$ -	\$ 170,418	\$ 856	99.50%	(171,274)	(856)	-0.50%
033001	Prof Services-Temp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
034101	Pagers	\$ 542	\$ -	\$ -	\$ -	\$ -	\$ 542	0.00%	0	0	0.00%
034103	Telephone	\$ 28,155	\$ 2,474	\$ -	\$ -	\$ 7,103	\$ 21,052	25.23%	0	7,103	25.23%
034104	Cellular Phones	\$ 26,789	\$ 390	\$ -	\$ -	\$ 2,253	\$ 24,536	8.41%	0	2,253	8.41%
034203	Computer/Software Maint.	\$ 180,310	\$ 3,111	\$ -	\$ -	\$ 4,864	\$ 175,446	2.70%	0	4,864	2.70%
035003	Blood Alcohol Tests	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
039001	Professional Services	\$ 30,611	\$ 1,226	\$ -	\$ -	\$ 1,775	\$ 28,836	5.80%	0	1,775	5.80%
039009	Prof/Serv-Hiring	\$ 8,722	\$ 1,272	\$ -	\$ -	\$ 2,109	\$ 6,613	24.18%	0	2,109	24.18%
039070	Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
043010	Repairs-Vehicle by Outside	\$ 47,770	\$ 8,006	\$ -	\$ (3,950)	\$ 8,304	\$ 39,466	17.38%	0	8,304	17.38%
043012	Repairs-Communication	\$ 1,917	\$ -	\$ -	\$ -	\$ -	\$ 1,917	0.00%	0	0	0.00%
043018	Repairs-Equipment	\$ 8,769	\$ -	\$ -	\$ -	\$ -	\$ 8,769	0.00%	0	0	0.00%
043024	Repairs-Vehicle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!





# Administrative Services Division

## Financial Reports

### By Line Item -FY18 YEAR TO DATE SUMMARY

September 30, 2019

Account	Title	Budget	SEPTMBER	Encumbered	Misc Recon	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
			% Through FY								
			26.923%								
				EXPENSES	EXPENSES	External Funding Recon & Journal Entries (Sep)					
044002	Rental Other Equipment	\$ 11,169	\$ 995	\$ -	\$ -	\$ 2,469	\$ 8,700	22.10%	0	2,469	22.10%
048002	Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
053001	Advertising	\$ 3,553	\$ 295	\$ -	\$ -	\$ 295	\$ 3,258	8.30%	0	295	8.30%
054050	Training-Education	\$ 68,247	\$ 3,424	\$ -	\$ -	\$ 5,136	\$ 63,111	7.53%	0	5,136	7.53%
055050	Printing	\$ 5,989	\$ 468	\$ -	\$ -	\$ 468	\$ 5,521	7.82%	0	468	7.82%
056001	Dues Professional Organization	\$ 17,020	\$ 350	\$ -	\$ -	\$ 764	\$ 16,256	4.49%	0	764	4.49%
057101	Travel and Conference	\$ 30,281	\$ 3,199	\$ -	\$ -	\$ 4,248	\$ 26,033	14.03%	0	4,248	14.03%
057103	Court Mileage	\$ -	\$ (44)	\$ -	\$ -	\$ (44)	\$ 44	#DIV/0!	0	(44)	#DIV/0!
061002	Miscellaneous Supplies	\$ 20,896	\$ 1,275	\$ 587	\$ 307	\$ 3,267	\$ 17,629	15.63%	0	3,267	15.63%
061003	Meeting Supplies	\$ 1,387	\$ 295	\$ -	\$ -	\$ 366	\$ 1,021	26.40%	0	366	26.40%
062001	Office Supplies	\$ 9,803	\$ 739	\$ -	\$ -	\$ 744	\$ 9,059	7.59%	0	744	7.59%
062004	Photo Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
062005	Printing Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
062006	Motorola Portable Batteries	\$ 9,176	\$ -	\$ -	\$ -	\$ -	\$ 9,176	0.00%	0	0	0.00%
062007	Computer/Printer Supplies	\$ 14,162	\$ 2,004	\$ -	\$ -	\$ 2,614	\$ 11,548	18.46%	0	2,614	18.46%
062010	Copying Supplies	\$ 2,483	\$ (15)	\$ -	\$ -	\$ (22)	\$ 2,505	-0.90%	0	(22)	-0.90%
062501	Postage	\$ 6,527	\$ 230	\$ -	\$ -	\$ 260	\$ 6,267	3.99%	0	260	3.99%
063001	Tires and Batteries	\$ 9,542	\$ -	\$ -	\$ -	\$ -	\$ 9,542	0.00%	0	0	0.00%
063501	Gasoline	\$ 62,432	\$ 7,077	\$ -	\$ -	\$ 20,234	\$ 42,198	32.41%	0	20,234	32.41%
066001	Vehicle Repairs	\$ 4,466	\$ 200	\$ -	\$ -	\$ 350	\$ 4,116	7.84%	0	350	7.84%
066002	Vehicle Outfit	\$ 14,716	\$ -	\$ -	\$ -	\$ -	\$ 14,716	0.00%	0	0	0.00%
067001	Books and Periodicals	\$ 10,220	\$ 141	\$ -	\$ -	\$ 446	\$ 9,774	4.37%	0	446	4.37%





# Administrative Services Division

## Financial Reports

### By Line Item -FY18 YEAR TO DATE SUMMARY

September 30, 2019

Account	Title	Budget	SEPTMBER % Through FY	Encumbered EXPENSES	Misc Recon EXPENSES	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
			26.923%		External Funding Recon & Journal Entries (Sep)						
068001	Clothing Allowance	\$ 63,546	\$ -	\$ -	\$ -	\$ 60,870	\$ 2,676	95.79%	0	60,870	95.79%
068002	Clothing	\$ 17,733	\$ 366	\$ -	\$ -	\$ 2,448	\$ 15,285	13.80%	0	2,448	13.80%
069004	Chief's Expense	\$ 2,483	\$ -	\$ -	\$ -	\$ 92	\$ 2,391	3.70%	0	92	3.70%
072006	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
074001	Equipment	\$ 90,546	\$ 150	\$ 632	\$ -	\$ 783	\$ 89,763	0.86%	0	783	0.86%
074003	Software	\$ 6,932	\$ 2,990	\$ 1,400	\$ -	\$ 4,390	\$ 2,542	63.33%	0	4,390	63.33%
075001	Furniture and Fixtures	\$ 7,870	\$ 349	\$ -	\$ -	\$ 349	\$ 7,521	4.43%	0	349	4.43%
076002	Vehicles Police	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
078001	Miscellaneous Costs (External)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
081031	FEMA Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
091005	Transfer from Parking	\$ (60,000)	\$ -	\$ -	\$ (15,000)	\$ (15,000)	\$ (45,000)	25.00%	0	(15,000)	25.00%
091006	Transfer from School	\$ -	\$ -	\$ -	\$ (12,306)	\$ (12,306)	\$ 12,306	#DIV/0!	0	(12,306)	#DIV/0!
<b>TOTAL</b>		<b>\$ 11,647,381</b>	<b>\$ 771,749</b>	<b>\$ 2,619</b>	<b>\$ (86,209)</b>	<b>\$ 4,266,041</b>	<b>\$ 7,381,340</b>	<b>36.63%</b>	<b>(2,037,192)</b>	<b>2,228,849</b>	<b>23.19%</b>

Annualized Exp.

Leave at Term	\$ (130,203)	\$ (130,203)
Health Insurance	\$ (1,735,715)	\$ (1,735,715)
Workers Compensation	\$ (171,274)	\$ (171,274)
	\$ (2,037,192)	\$ (2,037,192)

Adjusted Budget Totals w/o Annualized Exp. \$ 9,610,189 \$ 2,228,849 \$ 7,381,340 23.19%

# PATROL DIVISION REPORT

## Crime Comparison Report For the period ending 09/30/2019

## Group A Crimes Against Persons

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Kidnaping/ Abduction	2019					1								1
	2018				1			1						2
	Pct				n/a	n/a		n/a						-50%
Forcible Rape	2019				1	2	3		1					7
	2018	3	1	1			1	1	2					9
	Pct	n/a	n/a	n/a	n/a	n/a	+200%	n/a	-50%					-22%
Forcible Sodomy	2019	1					1							2
	2018													
	Pct	n/a					n/a							n/a
Sexual Assault with an Object	2019													
	2018								1					1
	Pct								n/a					n/a
Forcible Fondling	2019	1		2			1	3		1				8
	2018			2	1	3	1		1					8
	Pct	n/a		0%	n/a	n/a	0%	n/a	n/a	n/a				0%
Aggravated Assault	2019	2		3		4	2	1	1	3				16
	2018	2		4		6	1	3	1	1				18
	Pct	0%		-25%		-33%	+100%	-67%	0%	+200%				-11%
Simple Assault	2019	14	8	23	13	19	13	17	19	12				138
	2018	14	11	22	4	20	20	13	11	17				132
	Pct	0%	-27%	+5%	+225%	-5%	-35%	+31%	+73%	-29%				+5%
Intimidation	2019	8	15	11	12	12	9	13	17	16				113
	2018	11	9	7	8	8	8	13	12	10				86
	Pct	-27%	+67%	+57%	+50%	+50%	+13%	0%	+42%	+60%				+31%
Incest	2019							1						1
	2018													
	Pct							n/a						n/a
Statutory Rape	2019	1				1								2
	2018					1								1
	Pct	n/a				0%								+100%
Total Crimes Against Persons	2019	27	23	39	26	39	29	35	38	32				288
	2018	30	21	36	14	38	31	31	28	28				257
	Pct	-10%	+10%	+8%	+86%	+3%	-6%	+13%	+36%	+14%				+12%

## Filters/Options Applied

Date Used Report Date used

Time Period



## Crime Comparison Report For the period ending 09/30/2019

## Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Robbery	2019	1							1					2
	2018						2		3					5
	Pct	n/a					n/a		-67%					-60%
Arson	2019													
	2018							1						1
	Pct							n/a						n/a
Burglary/ Breaking and Entering	2019	2	3	4	4	1		4	3	3				24
	2018		2		2	3	1	4	3	4				19
	Pct	n/a	+50%	n/a	+100%	-67%	n/a	0%	0%	-25%				+26%
Extortion/ Blackmail	2019		1	1										2
	2018								1	1				2
	Pct		n/a	n/a					n/a	n/a				0%
Larceny (pick-pocket)	2019					1								1
	2018						1							1
	Pct					n/a	n/a							0%
Larceny (shoplifting)	2019	10	10	7	6	8	8	5	4	1				59
	2018	12	9	9	4	4	6	13	2	6				65
	Pct	-17%	+11%	-22%	+50%	+100%	+33%	-62%	+100%	-83%				-9%
Larceny (from building)	2019	6	2	5	4	8	3	2	2	2				34
	2018	9	8	6	7	3	4	4	3	5				49
	Pct	-33%	-75%	-17%	-43%	+167%	-25%	-50%	-33%	-60%				-31%
Larceny (from coin operated machines)	2019				1									1
	2018													
	Pct				n/a									n/a
Larceny (from motor vehicles)	2019	4	1	2	4	5	6	8	14	7				51
	2018	3	3	1	4	11	10	7	3	2				44
	Pct	+33%	-67%	+100%	0%	-55%	-40%	+14%	+367%	+250%				+16%
Larceny (of motor vehicle parts)	2019		1			1			1					3
	2018		1					2	1	1				5
	Pct		0%			n/a		n/a	0%	n/a				-40%
Larceny (all other)	2019	8	9	10	11	9	13	15	21	20				116
	2018	6	10	9	9	10	10	9	7	9				79
	Pct	+33%	-10%	+11%	+22%	-10%	+30%	+67%	+200%	+122%				+47%
Motor Vehicle Theft	2019	1		2	5	3	1	1	1	3				17
	2018		5	2		2	6	2	1					18
	Pct	n/a	n/a	0%	n/a	+50%	-83%	-50%	0%	n/a				-6%

## Filters/Options Applied

Date Used Report Date used

Time Period

## Crime Comparison Report For the period ending 09/30/2019

## Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Counterfeit/ Forgery	2019	4	3	3	5		2	2	3	3				25
	2018	4	1	2	5	5	2	3	1	3				26
	Pct	0%	+200%	+50%	0%	n/a	0%	-33%	+200%	0%				-4%
Fraud (false pretense;swindle)	2019	8	9	6	6	6	3	4	10	8				60
	2018	7	4	11	5	6	6	2	6	7				54
	Pct	+14%	+125%	-45%	+20%	0%	-50%	+100%	+67%	+14%				+11%
Fraud (credit/debit card;ATM)	2019	1		2	1	6	4	1		1				16
	2018	2	3	4	5	2	6	3	3	1				29
	Pct	-50%	n/a	-50%	-80%	+200%	-33%	-67%	n/a	0%				-45%
Fraud (impersonation)	2019	10	6	3	1	3	4	4	3	2				36
	2018	5	3	5	2	5	5	5	3	3				36
	Pct	+100%	+100%	-40%	-50%	-40%	-20%	-20%	0%	-33%				0%
Fraud (wire)	2019			1				1						2
	2018			2										2
	Pct			-50%				n/a						0%
Embezzlement	2019				1	1		1						3
	2018		1	1										2
	Pct		n/a	n/a	n/a	n/a		n/a						+50%
Stolen Property	2019	1		2	3	1	1	2		1				11
	2018	2	1	2			2	1	1	3				12
	Pct	-50%	n/a	0%	n/a	n/a	-50%	+100%	n/a	-67%				-8%
Destruction of Property/Vandalism	2019	5	5	14	9	15	16	17	13	10				104
	2018	10	9	14	12	14	17	18	11	6				111
	Pct	-50%	-44%	0%	-25%	+7%	-6%	-6%	+18%	+67%				-6%
Total Crimes Against Property	2019	61	50	62	61	68	61	67	76	61				567
	2018	60	60	68	55	65	78	74	49	51				560
	Pct	+2%	-17%	-9%	+11%	+5%	-22%	-9%	+55%	+20%				+1%

## Filters/Options Applied

Date Used Report Date used

Time Period



## Crime Comparison Report For the period ending 09/30/2019

## Group A Crimes Against Society

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Drug/ Narcotic Violations	2019	17	15	17	7	7	6	9	6	7				91
	2018	23	15	8	12	15	16	13	10	13				125
	Pct	-26%	0%	+113%	-42%	-53%	-63%	-31%	-40%	-46%				-27%
Pornography/Obscene Material	2019		1	3	1	1	1		3	1				11
	2018		1	1		1	1							4
	Pct		0%	+200%	n/a	0%	0%		n/a	n/a				+175%
Prostitution	2019				1				1					2
	2018	1				1		1	1					4
	Pct	n/a			n/a	n/a		n/a	0%					-50%
Assisting/Promoting Prostitution	2019				1		1							2
	2018													
	Pct				n/a		n/a							n/a
Weapon Law Violations	2019	1	1	1										3
	2018		1				1	1						3
	Pct	n/a	0%	n/a			n/a	n/a						0%
Total Crimes Against Society	2019	18	17	21	10	8	8	9	10	8				109
	2018	24	17	9	12	17	18	15	11	13				136
	Pct	-25%	0%	+133%	-17%	-53%	-56%	-40%	-9%	-38%				-20%

## Filters/Options Applied

Date Used Report Date used

Time Period



## Crime Comparison Report For the period ending 09/30/2019

## Group B Crimes

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bad Checks	2019	2	4	1	2			1		2				12
	2018		2		2		1	3		1				9
	Pct	n/a	+100%	n/a	0%		n/a	-67%		+100%				+33%
Curfew/Loitering/Vagrancy	2019						1							1
	2018													
	Pct						n/a							n/a
Disorderly Conduct	2019	5	10	5	6	4	5	6	4	4				49
	2018	1	6	6		5	2	8	4	3				35
	Pct	+400%	+67%	-17%	n/a	-20%	+150%	-25%	0%	+33%				+40%
Driving under Influence	2019	6	9	7	7	3	4	5	3	3				47
	2018	5	4	6	5	7	3	7	8	6				51
	Pct	+20%	+125%	+17%	+40%	-57%	+33%	-29%	-63%	-50%				-8%
Drunkenness	2019	8	8	8	7	8	11	9	18	11				88
	2018	10	11	5	8	12	11	11	15	9				92
	Pct	-20%	-27%	+60%	-13%	-33%	0%	-18%	+20%	+22%				-4%
Family Non Violent Offenses	2019	3				1	5	1	1	1				12
	2018	1		1	1	4	2	1	1					11
	Pct	+200%		n/a	n/a	-75%	+150%	0%	0%	n/a				+9%
Liquor Law Violations	2019	2	2	3			3	3	2	1				16
	2018	3	2	1		2		9	2	5				24
	Pct	-33%	0%	+200%		n/a	n/a	-67%	0%	-80%				-33%
Runaways (under 18yr old)	2019		1	3				2						6
	2018		1	1	1	2			1					6
	Pct		0%	+200%	n/a	n/a		n/a	n/a					0%
Trespass of Real Property	2019	6	2	3	3	7	6	3	4	5				39
	2018	6	1	5	5	5	1	12	4	2				41
	Pct	0%	+100%	-40%	-40%	+40%	+500%	-75%	0%	+150%				-5%
All Other Offenses	2019	28	27	20	24	24	22	19	23	22				209
	2018	30	24	30	16	26	19	37	20	19				221
	Pct	-7%	+13%	-33%	+50%	-8%	+16%	-49%	+15%	+16%				-5%
Total Group B Crimes	2019	60	63	50	49	47	57	49	55	49				479
	2018	56	51	55	38	63	39	88	55	45				490
	Pct	+7%	+24%	-9%	+29%	-25%	+46%	-44%	0%	+9%				-2%

## Filters/Options Applied

Date Used Report Date used

Time Period