

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH
DATE: MONDAY, OCTOBER 6, 2025 TIME: 7:00PM

Members of the public also have the option to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. To register, click on the link below or copy and paste this into your web browser

https://us06web.zoom.us/webinar/register/WN_cpCH5OYFTZiW5ps_ii9yyw

**6:00PM - ANTICIPATED NON-PUBLIC SESSION IS BEING HELD IN CONFERENCE ROOM A
IN ACCORDANCE WITH RSA 91-A:3, II (e) and (I)**

AGENDA

- I. WORK SESSION
- II. PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting]
- III. CALL TO ORDER [7:00 p.m. or thereafter]
- IV. ROLL CALL
- V. INVOCATION
- VI. PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Domestic Violence Awareness Month
2. Children's Environmental Health Day
3. Fire Prevention Week in Portsmouth

- VII. ACCEPTANCE OF MINUTES *(There are no minutes on for approval this evening)*

VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS

1. Artist Live/Work Report of the Arts & Cultural Commission ***(Sample motion – move to send the Artist Live/Work Report of the Arts & Cultural Commission (ACC) to the Planning Board for incorporation into the Master Planning Process, namely the recommendation that zoning regulations be updated to include Artist Live/Work space in partnership with non-profits as part of an affordable housing incentive in our zoning code)***

- IX. PUBLIC COMMENT SESSION *(This session shall not exceed 45 minutes) – (participation may be in person or via Zoom)*

X. PUBLIC HEARINGS AND VOTE ON ORDINANCES AND/OR RESOLUTIONS

Public Hearings on Ballot Questions:

- A. BALLOT QUESTION #1: – “SHALL WE ALLOW THE OPERATION OF SOCIAL DISTRICTS WITHIN THE CITY OF PORTSMOUTH?”
 - PRESENTATION
 - CITY COUNCIL QUESTIONS
 - PUBLIC HEARING SPEAKERS
 - ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS

- B. BALLOT QUESTION #2 – “SHALL WE PROHIBIT THE OPERATION OF KENO GAMES WITHIN THE CITY OF PORTSMOUTH?”
 - **PRESENTATION**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**
- C. BALLOT QUESTION #3 – “SHALL WE PROHIBIT THE OPERATION OF GAMES OF CHANCE WITHIN THE CITY OF PORTSMOUTH?”
 - **PRESENTATION**
 - **CITY COUNCIL QUESTIONS**
 - **PUBLIC HEARING SPEAKERS**
 - **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

XI. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager’s Items Which Require Action:

- 1. Request for Public Hearing and Borrowing Authorization for a New Fire Apparatus
- 2. Amendment to Extend Term for License with Coast Guard Vessel to Dock at Prescott Park

XII. CONSENT AGENDA

- A. Eversource Petition and Pole License Request:
 - Installation of 85’ of conduit and between pad mount 23/MH4T5 and pad mount 23/MH4T5-a to be located on Vaughan Mall
(Anticipated action – move to refer to the City Manager with Authority to Act)
- B. Letter from James Teetzel, Wilcox, requesting permission to hold events to honor all Veterans living in Portsmouth and surrounding Seacoast area on July 3, 2026 (alternate rain date of July 5, 2026) ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- C. Letter from Coureur Portsmouth, requesting permission to hold the Coureur Halloween Skate Jam on Saturday, November 1, 2025, from 12:00 p.m. – 3:00 p.m. at the Chris Rice Skateboard Park (alternate rain date November 2, 2025) ***(Anticipated action – move to refer to the City Manager with Authority to Act)***
- D. Letter from Laurie Mantegari, Scarecrows of the Port, requesting permission to place scarecrows in designated locations throughout Portsmouth ***(Anticipated action – move to refer to the City Manager with Authority to Act)***

XIII. PRESENTATIONS AND WRITTEN COMMUNICATIONS

- A. Email Correspondence ***(Sample motion – move to accept and place on file)***

- B. Letter from The New Franklin School PTO regarding solutions for the tennis/basketball court repairs or replacement for a whole new court space

XIV. MAYOR McEACHERN

1. Resignation – Herb Lloyd from the Portsmouth Energy Advisory Committee (***Sample motion – move to accept with regret the resignation of Herb Lloyd from the Portsmouth Energy Advisory Committee***)
2. Appointments to be Considered:
 - Reappointment of Patricia Bagley to the Trees & Public Greenery
3. *Appointments to be Voted:
 - Reappointment of Sarah Lachance to the Economic Development Commission
 - Reappointment of Andrew Ward to the Economic Development Commission
 - Appointment of Brighid “Briggs” Brady to the Cemetery Committee
 - Appointment of Barbara Sadick as an alternate to the Parking & Traffic Safety Committee

(Sample motion – move the reappointment of Sarah Lachance and Andrew Ward to the Economic Development Commission; appointment of Brighid “Briggs” Brady to the Cemetery Committee and the appointment of Barbara Sadick as an alternate to the Parking & Traffic Safety Committee)
4. *Schedule Special City Council Meeting – Canvass of the Vote (***Sample motion – move to schedule a Special City Council meeting for the Canvass of the Vote on Thursday, November 6, 2025, at 6:00 p.m. in the Eileen Dondero Foley City Council Chambers***)

XV. CITY COUNCIL MEMBERS

A. COUNCILOR COOK

1. *Request to Schedule First Reading of the Draft License and Encumbrance Permit Ordinance (***Sample motion – move to schedule first reading of the draft License and Encumbrance Permit Ordinance at the October 20, 2025, City Council meeting***)

B. COUNCILOR BLALOCK

1. *Upcoming Visits by Students from our Sister Cities Santarcangelo and Nichinan

XVI. APPROVAL OF GRANTS/DONATIONS

- A. Route 1 Bypass – Coakley Road and Cottage Street Improvement Project Grant - \$2,379,118.96 (***Sample motion – move to authorize the City Manager to enter into a grant agreement and any future schedule modifications with the New Hampshire Department of Transportation to take advantage of State and Federal funding opportunities for improvements to the intersection of Route 1 Bypass, Coakley Road and Cottage Street***)

- B. Acceptance of Violence Against Women Act (VAWA) Grant - \$25,025.00 (***Sample motion – move to approve and accept the Grant as presented***)
- C. Acceptance of Victims of Crime Act (VOCA) Grant - \$12,369.00 (***Sample motion – move to approve and accept the Grant as presented***)
- D. Acceptance of Donation from FedPoint for the Portsmouth Police K-9 Unit - \$500.00 (***Sample motion – move to accept the donation as presented***)
- E. Acceptance of Donation from Walmart for the Portsmouth Police Explorer Program - \$189.00 (***Sample motion – move to accept the donation as presented***)
- F. Acceptance of Donation from Vanessa Smiley for the Portsmouth Police Explorer Program - \$100.00 (***Sample motion – move to accept the donation as presented***)

XVII. CITY MANAGER'S INFORMATIONAL ITEMS

- 1. *Update on Insurance Review
- 2. *Report Back regarding RSA 79-E
- 3. *Further Options to Investigate the Viability of Two-Way Traffic on State Street

XVIII. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

XIX. ADJOURNMENT [at 10:30 p.m. or earlier]

**Indicates verbal report with no attachments*

**KELLI L. BARNABY, MMC/CNHMC
CITY CLERK**

**The Council Chambers
City Hall
Portsmouth, New Hampshire
A Proclamation**

- Whereas:** October was first declared National Domestic Violence Awareness Month in 1987 because domestic violence is prevalent in every community and affects all people regardless of age, socio-economic status, sexual orientation, gender, race, religion or nationality; and
- Whereas:** We know that one in every three women and one in every four men is the victim of domestic violence in their lifetimes; and millions of Americans live in daily, silent fear of violence within their own homes; and
- Whereas:** All domestic violence incidents affect every person within a home with long-lasting negative effects on children's emotional well-being and their social and academic functioning; and
- Whereas:** Here in Portsmouth, since 2015 when A Safe Place and Sexual Assault Support Services merged into one nonprofit organization called HAVEN, its citizens who have been impacted by domestic and sexual violence, have been provided with support services and prevention education; and
- Whereas:** Between 2009 and 2024, 55 percent – 128 of the 234 homicides in the State of New Hampshire – were caused by domestic violence and last year, domestic violence was the cause of 9 of the 10 homicides in the State; and
- Whereas:** The City of Portsmouth has employed a Victim Witness Advocate since 1999, with funding from the Violence Against Women Act, to work with the Portsmouth Police Department to support domestic violence victims under RSA 173-B, New Hampshire's Protection of Persons from Domestic Violence statute; and
- Whereas:** The City's Victim Witness Advocate was recently named to the State's newly codified Domestic Violence Fatality Review Committee, a multi-disciplinary team, that will work to identify gaps in system responses and services, and critical points of interventions, that if addressed, could improve the systemic and community response to domestic violence in New Hampshire; and
- Whereas:** The City reminds everyone that confidential, local help is available, 24 hours a day, at the HAVEN Violence Prevention and Support Hotline: 603-994-SAFE.
- Whereas:** The City of Portsmouth stands with all New Hampshire Prosecutors as sentries on the front lines, advocating on behalf of victims of domestic violence.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and citizens of Portsmouth, do hereby proclaim October 2025 in Portsmouth as

Domestic Violence Awareness Month

And call on our citizens to come together to reaffirm our commitment to ending domestic violence and supporting survivors.



Given with my hand and the
Seal of the City of Portsmouth,
on this 6th day of October 2025.

A large, stylized black ink signature of Deaglan McEachern, Mayor of Portsmouth, is written over a horizontal line. Below the signature, the name "Deaglan McEachern, Mayor" is printed.

**The Council Chambers
City Hall
Portsmouth, New Hampshire**

A Proclamation

- Whereas:** Children’s Environmental Health Day was created by the Children’s Environmental Health Network in 2016 to encourage a nationwide effort by individuals, nonprofit organizations, and government agencies to raise awareness about the importance of clean air and water, safe food and consumer products, healthy environments, and stable climates to children’s health and development; and
- Whereas:** Children’s Environmental Health Day is observed on the second Thursday in October to celebrate the progress of the children’s environmental health movement and create a strong network of child health advocates; and
- Whereas:** Children’s Environmental Health Day encourages individuals and organizations to raise awareness and understanding of children’s environmental health issues, seek improved protections for all children, and perform acts of sustainability or environmental health wellness; and
- Whereas:** Together, we can safeguard the health, safety, and well-being of our most precious resource: children;

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth on behalf of the members of the City Council and citizens of Portsmouth, do hereby proclaim Thursday, October 9, 2025 as:

CHILDREN’S ENVIRONMENTAL HEALTH DAY

in Portsmouth and urge all citizens to observe this day with awareness-raising and environmental health and stewardship activities to create a healthier environment for our children.



Given with my hand and the
Seal of the City of Portsmouth,
on this 6th day of October 2025

Deaglan McEachern, Mayor of Portsmouth

A large, stylized handwritten signature in black ink, which appears to read "Deaglan McEachern", is written over the printed name.

**The Council Chambers
City Hall
Portsmouth, New Hampshire**

A Proclamation

- Whereas:** The City of Portsmouth has experienced many devastating fires in our history remains vigilant, especially in current drought conditions, in relying on both the Portsmouth Fire Department and our citizens to ensure the safety and security of residents, businesses and the built and natural environment; and
- Whereas:** Fire remains a serious public safety concern both locally and nationally with home fires causing more than 2,890 US home fire deaths in 2023, and fire departments responding to 332,000 home fires; and
- Whereas:** The 2025 Fire Prevention Week theme, “Charge into Fire Safety™: Lithium-Ion Batteries in Your Home” is a reminder for us all on how to buy, charge, and dispose of lithium-ion batteries safely.
- Whereas:** We know that most of the electronics in our homes — smartphones, tablets, power and lawn tools, laptops, e-cigarettes, headphones, and toys, among others — are powered by lithium-ion batteries. If not used correctly or damaged, lithium batteries can overheat and start a fire or explode; and
- Whereas:** The Portsmouth Fire Department joins with the National Fire Protection Association to advise citizens to buy only those lithium batteries with a lab-tested seal, to charge the batteries safely and to recycle or dispose of them responsibly; and
- Whereas:** As of July 1, 2025 in New Hampshire it became illegal to dispose of lithium batteries in landfills. Residents should not put lithium batteries in household trash or recycling bins, where they pose a fire hazard, and should take them to a designated battery recycling or household hazardous waste drop-off location such as the City of Portsmouth Recycling Center that provides drop-off boxes for proper disposal; and
- Whereas:** The Portsmouth Fire Department is dedicated to reducing the occurrence of fires and fire injuries through fire prevention and protection education, so that Portsmouth residents understand how to take personal steps to increase their safety from fire, especially in their homes.

Now, therefore, I, Deaglan McEachern, Mayor of the City of Portsmouth, on behalf of the members of the City Council and the citizens of Portsmouth, do hereby proclaim October 5 through 11, 2025 as

Fire Prevention Week in Portsmouth

and urge the entire Portsmouth community to use and dispose of lithium batteries carefully, safely and responsibly to avoid accidental fires and to support the many public safety activities and efforts of the Portsmouth Fire Department.



Given with my hand and the
Seal of the City of Portsmouth,
on this 6th day of October 2025

A large, stylized black ink signature of Deaglan McEachern, Mayor of Portsmouth, is written over the text and extends across the bottom right of the page.

Deaglan McEachern, Mayor of Portsmouth

ARTS & CULTURAL COMMISSION

ARTIST LIVE/WORK REPORT



The Button Factory
Image: Button Factory website



**OCTOBER
2025**

Prepared for
**PORTSMOUTH CITY
COUNCIL**

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EXECUTIVE SUMMARY



This report is intended to **help guide and inform the City's upcoming Master Plan** by building on recent initiatives that demonstrate a strong commitment to the creative economy. These include the adoption of the 2023 Cultural Plan, creation of the Arts and Cultural Commission, amendment of the Home Occupation Ordinance to support home-based art instruction, and partnerships with public art and housing committees.

This report draws heavily on Artspace, the nation's leading nonprofit developer of artist housing, as a primary source for proven models and funding strategies. The **overarching goal is to keep Portsmouth a destination for artists by addressing rising costs and the lack of affordable live/work housing**, both of which threaten the sector's sustainability. The Cultural Plan identifies such housing as essential to retaining talent, fostering inclusion, and sustaining public cultural experiences. This presents **an opportunity for Portsmouth to be a leader** in affordable housing specifically tailored to artist live/work space.

Proven approaches across New England show that combining public funding, tax credits, philanthropy, and earned income can deliver viable artist housing. Strategic investment in these spaces will protect Portsmouth's cultural identity, bolster its economy, and ensure artists remain integral to the city's future.

The arts sector in Portsmouth generates

\$70.2M

In annual revenue

1,250

Jobs

\$1.8M

Earned in local taxes

CITY EFFORTS TO DATE



Public Arts and Nonprofits Committee (PANC)

- PANC was assembled in January 2021 with a mission to identify and address the needs, concerns, and issues facing nonprofit arts and cultural organizations as related to the pandemic. PANC worked closely with the Greater Portsmouth Chamber Collaborative to promote Portsmouth as an arts and culture destination and documented the economic impact the creative community has on the local economy.

Americans for the Arts: Arts and Economic Prosperity Study 6

- PANC participated in this study in 2024, which found that our arts economy generates \$70.2 million annually, supports 1,250 jobs with a payroll of \$50.1 million, and contributes \$1.8 million in local taxes. These figures reflect only major arts institutions and do not account for the many independent artists and small creative businesses that also contribute significantly.

Home Occupation Ordinance

- In 2024, City Council amended the Home Occupation Ordinance to allow independent businesses to host up to two clients at a time by right, and up to six clients with a Conditional Use Permit. This change enables qualifying artists to teach classes from home studios, an activity previously prohibited, helping integrate arts education into neighborhoods across the city.

2023 Cultural Plan Subcommittee (CPS)

- Formed in January 2023 under PANC, the CPS was tasked with updating the Arts and Cultural Plan for the first time since 2002. The updated plan, adopted by City Council in December 2023, is included in this report and is intended to be incorporated into the 2025 City Master Plan.

Arts and Cultural Commission (ACC)

- The creation of the ACC was a key recommendation from the updated Cultural Plan. Members include four artists, four residents-at-large, and representatives from four local cultural organizations. Appointed by Mayor McEachern in December 2023, the ACC began work in January 2024.

Blue Ribbon Commission on Housing

- The Commission was established to expand workforce housing, addressing the reality that many essential workers, including artists, cannot afford to live in Portsmouth. The ACC works closely with this group to advocate for artist-specific housing solutions.

Public Art Review Committee (PARC)

- Established in 2022, PARC advises on public art projects, manages funds from the Percent for Art program, and maintains a public art inventory. An ACC member serves as liaison to PARC, which prioritizes the use of local artists for public art projects whenever possible.

DESCRIPTION OF NEED



Affordable artist live/work space is essential to attracting and retaining skilled artisans, musicians, and performers, strengthening Portsmouth's cultural community, enhancing its reputation as a premier arts destination, and enriching neighborhood character.

Rising living and workspace costs are pushing artists out of Portsmouth and into more affordable communities. Both the 2001 and 2023 Portsmouth Cultural Plans identified expanded artist live/work opportunities as a priority. While the City took steps in 2024, such as amending the Home Occupation Ordinance to allow qualified homeowners to teach art classes from home, integrated living and working options remain scarce.

Historically, Portsmouth has offered limited options for artists seeking integrated living and working environments. Consequently, many artisans and musicians have relocated to neighboring towns, cities, and states where property and rental costs are lower and such spaces are more accessible. **There remains a significant need to develop affordable live/work spaces for artists, particularly rental units.**



Portsmouth artist Sachiko Akiyama
Photo courtesy NH Charitable Foundation



Felting Class at Oliveteal Arts in Portsmouth
Photo courtesy Oliveteal Arts



Portsmouth cellist Eli Kaynor
Photo courtesy of the artist

CASE STUDIES



Image: Wright-Ryan Construction website

OAK STREET LOFTS PORTLAND, ME

- **Model:** Purpose-built affordable rental housing offering integrated studio and living space for artists.
- **Business structure:** Owned and operated by nonprofit Avesta Housing. Occupancy is rental-based with moderate pricing and shared creative amenities included.
- **Adaptive reuse vs. new build:** New construction, LEED-Platinum certified.
- **History:** Developed to address worker affordability and creative community since opening in 2011.

WESTERN AVENUE STUDIOS LOWELL, MA

- **Model:** One of the largest artist communities in the U.S., that offers affordable studio, work, and live/work loft spaces for artists across disciplines. Includes galleries, performance venues, and shared creative spaces.
- **Business structure:** Privately owned and managed, with more than 350 artist studios, 280 loft-style apartments, and a cooperative gallery run by artists. Live/work lofts are rental-based, with a focus on long-term affordability and sustaining a dense creative community.
- **Adaptive reuse vs. new build:** Adaptive reuse of a former textile mill complex, gradually converted beginning in 2005.
- **History:** Founded to preserve Lowell's historic mill buildings while providing affordable space for artists.



Image: Western Avenue Studios website

CASE STUDIES



WELCOME HILL STUDIOS WEST CHESTERFIELD, NH



Image: Welcome Hill Studios Facebook

- **Model:** A rural residency and retreat program offering live/work studios for writers, visual artists, and other creatives seeking focused time and space for their work.
- **Business structure:** Operated as a nonprofit. Artists apply for residencies of varying lengths; fees are subsidized through fundraising and donations to ensure accessibility.
- **Adaptive reuse vs. new build:** Adaptive reuse of a mid-20th century family property reconfigured into guest housing and dedicated work studios.
- **History:** Established in 1991, they host artists from across the U.S. and internationally, filling a regional gap in accessible residency programs.

THE FACTORY ON WILLOW MANCHESTER, NH

- **Model:** A mixed-use, adaptive reuse campus integrating artist live/work units with studio, maker, and small business spaces.
- **Business structure:** Privately developed and managed; operates as a blend of market-rate apartments, affordable creative studios, and flexible commercial space.
- **Adaptive reuse vs. new build:** Adaptive reuse of a former industrial mill complex into modern live/work lofts and creative studios, officially opened in 2021.
- **History:** Developed to revitalize underused mill space in Manchester's West Side, The Factory on Willow has quickly become a hub for creative entrepreneurs and artists, offering flexible leases and intentional community-building amenities.



Image: NH Business Review

CASE STUDY ASSESSMENT



Across the four studies, several themes emerge as especially relevant to Portsmouth:

- **Scalability and adaptability:** Models range from large campuses like Western Avenue Studios in Lowell to smaller projects like Welcome Hill Studios in rural New Hampshire, showing that live/work developments succeed in both urban and small-town contexts. Portsmouth can draw from this flexibility to match its scale and housing needs.
- **Revitalization through adaptive reuse:** Examples like Western Avenue and The Factory on Willow show how industrial properties can be transformed into thriving artist communities, preserving historic buildings while generating new cultural and economic activity—a strong fit for Portsmouth’s building stock.
- **Community and collaboration:** Successful projects emphasize shared infrastructure—galleries, rehearsal spaces, and open studios—that foster engagement and make live/work spaces cultural anchors for their communities.
- **Affordability and access:** Whether nonprofit or privately developed, all models prioritize below-market-rate spaces that keep artists central to community life despite rising costs.

These examples show that New England communities of all sizes have created sustainable artist live/work spaces. Portsmouth has both the need and the opportunity to do the same, leveraging adaptive reuse, collaboration, and affordability strategies to secure a cultural asset that will support its creative economy for decades to come.



Portsmouth artist Karen Rosania
Photo courtesy of the artist



Portsmouth artist Judy Schubert
Photo courtesy Ken Goldman



Portsmouth performance artist Genevieve Aichele
Photo courtesy of the artist

POTENTIAL FUNDING SOURCES



* Federal & State Tax Credits

- Low-Income Housing Tax Credit (LIHTC): Often paired with state credits for affordable rentals.
- Historic Rehabilitation Tax Credit: 20% federal credit (plus some state credits) for buildings 50+ years old.
- Federal Appropriations & Relief Funds: ARPA, disaster recovery, and Inflation Reduction Act incentives can offset housing and energy costs.

* Public Grants & Loans

- NH Housing Programs: Affordable Housing Fund (AHF) and Construction Lending Program.
- Federal Programs: CDBG, TCAP, and CDFI financing support mixed-use and workforce-focused projects.
- Local/Municipal Tools: Downtown Revitalization Initiatives, municipal bonds, and zoning bonuses can bridge gaps.

* Philanthropic Support

- Private & Community Foundations: Multi-year grants for capital and operations.
- Local Philanthropists: High-wealth donors in the Seacoast often fund major cultural efforts.
- Artist Grants: Awards like Creative Capital or Pollock-Krasner indirectly support affordability.

* Earned & Operating Revenue

- Mixed-Use Rentals: Galleries, studios, retail, and event space help cover costs.
- Resident Rents & Fees: Long-term affordability built into operating budgets.

Next Steps for Portsmouth

- Assess feasibility and historic tax credit eligibility.
- Partner with housing agencies, cultural councils, and city programs.
- Engage local philanthropists and foundations for matching funds.
- Incorporate ground-floor community or revenue-generating space.

By layering these tools, Portsmouth can deliver sustainable, affordable artist housing while advancing cultural and urban revitalization goals.

CULTURAL CONSIDERATIONS



Portsmouth's identity is closely tied to its dynamic cultural life, historic architecture, and thriving creative economy. The city's 2023 Cultural Plan highlights that the arts and culture sector is not only essential to quality of life but also a vital economic driver. As the cost of living continues to rise in the Seacoast region, there is an urgent need for intentional strategies, such as artist live/work housing, to support creative professionals and preserve the city's cultural vibrancy.

Sustaining Portsmouth's Creative Identity

Portsmouth is home to a broad range of cultural institutions, festivals, artists, and creative entrepreneurs who enrich community life year-round. The Cultural Plan (p. 5) identifies the city's "history, diversity, and density of cultural assets" as key strengths. However, many artists report that they are being priced out of the city due to a lack of affordable housing and work space.

The plan explicitly recommends expanding access to artist live/work housing, stating in Pillar 1: Resources for Arts and Culture that the City should:

"Advocate for additional artist live-work space to retain local talent, potentially repurposing underused buildings or vacant commercial properties."
(Portsmouth Cultural Plan, p. 16)

This strategy not only keeps artists embedded in the community, but also sustains public-facing cultural experiences—from gallery exhibitions and performances to community workshops and neighborhood placemaking.

Promoting Inclusion and Equity

The plan also calls for increasing access and representation across the cultural landscape. Pillar 2: Equity, Access, and Inclusion encourages:

"Affordable and geographically distributed access to studio and creative space to ensure a diverse mix of voices in Portsmouth's cultural life."
(Portsmouth Cultural Plan, p. 17)

Live/work housing that accommodates a wide range of artists—regardless of income, background, or discipline—aligns with these goals by making it possible for creators from historically excluded communities to live and work in Portsmouth.

ECONOMIC CONSIDERATIONS

Driving Economic Activity

According to the 2023 Cultural Plan, arts and culture in Portsmouth:

- Generate over **\$70 million in annual revenue**
- Support more than **1,250 jobs**
- Attract audiences who spend an estimated **\$41 million annually** at local businesses

Artist live/work housing contributes directly to this ecosystem by keeping creative workers and their economic contributions within city limits. Artists are often early contributors to neighborhood revitalization and consistent patrons of local businesses.

Supporting Workforce Retention and Housing Affordability

Affordable housing is a key workforce issue. In Portsmouth, the median rent exceeds **\$2,100/month** (Zillow, June 2025), putting strain on artists, educators, and cultural workers whose incomes often fluctuate or fall below the area median income (AMI). Artists also must typically factor in the **added financial burden** of studio rental costs which can run **an additional \$295-800/month**.

Artist live/work developments in other cities have demonstrated success by offering:

- Units affordable at 60–80% AMI
- Flexible zoning that allows home-based studios and small-scale retail or exhibition space
- Shared amenities like performance space, teaching studios, or maker labs

Portsmouth can draw from these models while ensuring compliance with local historic preservation and land-use policies.



Music Hall

Image: NH Magazine website



The Button Factory

Image: Button Factory website

COMMUNITY & POLICY CONSIDERATIONS



Strengthening Neighborhoods and Placemaking

Creative placemaking, using the arts to animate and strengthen public spaces, is a recurring theme throughout the Cultural Plan. Live/work artist housing fosters this by bringing vitality to underused or transitional areas, supporting local youth and community programming, engaging our seniors and encouraging creative use of ground-floor spaces (e.g., pop-up shops, public art, workshops).

Aligning with City Planning Goals

In recent years, the City Council has taken steps to address housing affordability more broadly. The Cultural Plan aligns with other municipal priorities, including:

- Expanding mixed-use and multi-family housing
- Encouraging the adaptive reuse of vacant or underused properties
- Supporting zoning reform for more flexible housing models (e.g., co-living, accessory dwelling units)

By incorporating artist housing into these efforts, the City can ensure that cultural infrastructure grows alongside broader housing strategies.

Artist live/work housing directly supports the goals outlined in the 2023 Portsmouth Cultural Plan. It preserves the city's cultural vibrancy, supports a resilient creative workforce, enhances public life through arts-based engagement, and contributes to a stronger, more equitable local economy. As Portsmouth continues to grow, making space for artists to live and work is not just a cultural priority; it's an investment in the city's future.



NH Art Association
Image: NHAA website



Portsmouth woodcarver Jeffrey Cooper
Photo courtesy of the artist



Seacoast Rep
Image: Seacoast Online

COMMISSION RECOMMENDATIONS

Zoning Flexibility & Density Bonuses

- **Allow artist live/work as a permitted use** in mixed-use, downtown, or transitional zones (currently may require special exceptions).
- **Provide density bonuses** for projects that include affordable artist live/work units.
- **Reduce parking requirements** for artist housing in walkable downtown areas or near transit.
- **Adaptive reuse incentives:** Ease zoning for converting historic or vacant commercial buildings into artist space.
- Follow through on the initiative for a **West End Arts District** with meaningful incentives for developers to create arts friendly projects including artist live/work spaces on properties that are currently underutilized

Tax Abatements or Tax Increment Financing (TIF)

- Offer **temporary property tax relief** (e.g., 5–10 years) for developers creating below-market-rate artist housing.
- Create or expand a **TIF district** where increases in property tax revenue are reinvested into the development area, potentially subsidizing infrastructure or common space improvements in an artist-focused building. TIF has been used in nearby municipalities like Dover and Rochester to support mixed-use downtown development.
- Consider including **tax incentives** specifically for art galleries or shared arts spaces within these developments to further support the creative economy.

Expedited Permitting and Fee Reductions

- Offer priority processing or “fast-track” permitting for projects that include affordable artist live/work housing.
- Waive or reduce impact fees or permit fees for eligible projects.



3S Artspace
Image: 3S Website

COMMISSION RECOMMENDATIONS



Public Land or Buildings

- Offer city-owned properties or surplus buildings at low or no cost for **adaptive reuse** into artist live/work space.
- Provide **long-term leases** (e.g., 99-year leases) at nominal rates in exchange for commitments to affordability and arts use. If there are underutilized municipal properties, this could be a powerful tool for activating them with public benefit.

Partner with Nonprofit Developers or Intermediaries

- The City can act as a **facilitator or co-convenor**, helping local arts orgs, housing nonprofits, and developers access partners like Artspace (which often seeks local governmental support), New Hampshire Housing, and CDFA (Community Development Finance Authority)
- Update zoning regulations to **incentivize off-site affordable artist housing** by partnering with local nonprofits, offering units at off-site locations managed by nonprofits, provided they meet the definition of artist live/work space

Grants and Seed Funding

- Establish a **city grant program** (even modest, \$25K–\$100K) to support pre-development work, such as feasibility studies, architectural designs, or permitting for artist housing.
- Offer **matching funds** for state or federal grants (e.g., LIHTC, Community Development Block Grants, NH Community Development Finance Authority).
- Provide flexibility to the mission of the existing **Portsmouth Housing Trust** to include artist live/work accommodations as supported workforce housing.

Cultural and Economic Development Tools

- Designate the project as a “**cultural infrastructure priority**” in planning documents, strengthening applications for federal or philanthropic funding.
- Incorporate the development into **arts & culture marketing campaigns** in partnership with the Arts & Cultural Commission and Chamber Collaborative of Greater Portsmouth to drive community and tourist engagement.



Strawberry Banke Museum
Photo courtesy Strawberry Banke Museum

CONCLUSION



Investing in affordable artist live/work housing is essential for preserving Portsmouth's vibrant cultural identity, sustaining its creative economy, and maintaining the city's reputation as a premier destination for artists. The strong economic impact of the arts sector, generating over \$70 million annually and supporting more than 1,200 jobs, combined with the rising cost of living and limited integrated live/work options, makes it clear that proactive City action is needed. By adopting proven models and funding strategies, such as those championed by Artspace and demonstrated in successful case studies regionally and nationally, Portsmouth can effectively address affordability challenges and retain its artistic talent.

With intentional steps to support our creative economy, **Portsmouth has the opportunity to be a leader** in the arts and culture space, demonstrating how a small city can foster innovation, inclusivity, and economic vitality through strategic support of its artists.

The City Council has a unique opportunity to **advance key recommendations as part of its Master Plan process** that align with the 2023 Cultural Plan and broader housing goals, including zoning flexibility, tax incentives, use of public land, expedited permitting, and partnerships with nonprofit developers. These measures will not only secure long-term affordable spaces for artists but also strengthen neighborhood vitality, foster inclusivity, and promote economic resilience. Supporting artist live/work housing is an investment that will ensure Portsmouth remains a culturally rich, inclusive, and economically dynamic community well into the future.



Portsmouth musician Russ Grazier
Image: PMAC website



Cyanotype Workshop with Kristy Cavaretta
Photo courtesy Portsmouth Historical Society



Portsmouth photographer
Ken Goldman
Photo courtesy of the artist

CITY COUNCIL RECOMMENDATIONS

* FUND A FEASIBILITY STUDY FOR ARTIST LIVE/WORK HOUSING

The Arts and Cultural Commission (ACC) recommends including a **\$65,000 line item in the Capital Improvement Plan (CIP)** to support a feasibility study with Artspace, a national leader in developing artist housing. This study would assess the viability, funding strategies, and potential locations for artist live/work space in Portsmouth. The ACC asks for Council support in moving this study forward, as it will provide critical data to guide strategic investments in the city's creative economy.

* INCENTIVIZE OFF- SITE AFFORDABLE ARTIST HOUSING THROUGH ZONING

The ACC recommends **updating zoning regulations to allow developers to fulfill their affordable housing requirements by partnering with local nonprofits.** These partnerships would enable affordable units to be offered at off-site locations managed by nonprofits, provided they meet the definition of artist live/work space. Such incentives would leverage private development to expand artist housing, strengthen community partnerships, and support the long-term sustainability of Portsmouth's arts sector. The ACC would serve as a partner in this work with zoning.

APPENDICES



Appendix A: PARC Accomplishments

Appendix B: Notes from Workgroup Meeting with ArtSpace

Appendix C: ArtSpace Best Practices in Affordable Artist Housing

Appendix D: Importance of Affordable Artist Communities

Appendix E: Who Is an Artist?

Appendix F: Preliminary Feasibility Study (pdf)

Appendix G: ArtSpace Feasibility Study Phase I & II Scope and Quote (pdf)

**WE SUPPORT THE ARTS
THE ARTS SUPPORT US**

portsnh.co/artsculture



Appendix A:

PARC Accomplishments

- Established criteria for review of public art commissions, privately financed art subject to land use board review, gifts of art to the City, art proposed for public property, use of trust resources, and temporary art installations. Updated City ordinance on public art.
- Developed guidelines for new Public Art and Education Trust (established by Portsmouth 400).
- Negotiated a process with the Planning Department to establish role for PARC review in land use board reviews.
- Secured \$50k in the CIP for the public art trust for maintenance, matching funds, etc.
- Published an inventory (descriptions and photos) of 73 public artworks in the City and working with Portsmouth Historical Society on a walking tour.
- Coordinated with the African Burying Ground Blue Ribbon committee for the rehabilitation of artworks on the African Burying Ground.
- Managed the Peirce Island percent-for-art commission; *Spiraling Serenity* by DiBari Associates to be installed in July 2025.
- Collaborated with Portsmouth400 to plan and oversee Terrence Parker's *Cod and the Mortal Sea*, an installation in the kiosk in Bohenko Gateway Park.
- Facilitated gift of Carl Austin Hyatt's large format photo of the salt piles for display in City Hall.
- On behalf of private developers, Friends of South End, and City departments, conducted reviews/recommendations of five proposed art works.
- Collaborating with Chamber on public art themes for Street Life.
- Collaborating with members of LGBTQ+ community on design of art work for Vaughn Mall.
- Identified next artwork for Bohenko Gateway Park and initiated fundraising.
- Provided consultation re: future artwork to NH Seacoast Greenway Alliance for rail trail and DPW for revitalization of Vaughn Mall.

Upcoming

- Organize rotating display of local artists' work in foyer for City Council chambers.
- Commission art for High-Hanover garage.
- Continue to work with Middle School on commissioning artwork (percent for art).
- Launch first call for proposals under PN400 Public Art Trust.
- Manage/oversee additional artwork for Bohenko Park including proposed art bench.
- Address needed ordinance clarifications, e.g., projections, murals.
- Public presentations/tours re: public art in conjunction with Portsmouth Historical Society.
- Work with DPW on planning for public art for Vaughn Mall.

Appendix B:

Notes from the May 5, 2025 meeting of the Collaborations and Resources Workgroup

By Zoom with Kelli Miles and Jessi Felt of Art Space, a 40 years old company based in Minneapolis that does artist live/work projects nationwide. They typically have 5 to 8 projects underway at any given time, at various stages of completion from exploration to almost done. Projects range in size from 12 to 100 units, but 30 to 50 is typical. Units range from studios up to 3 bedrooms. Some have even included playgrounds and community gardens. Their qualifications for 'who is' an artist is not limited to professional artists. They include youth, emerging artists, artist/hobbyists as well. More highlights:

- Artspace is a national developer of affordable housing for artist live/work space. Projects tend to be mixed use, combining affordable residential, community spaces, and affordable commercial space in the same development.
- Upon completion of a project they typically own the buildings to maintain affordability. and avoid eventual conversion to market rate properties. Project management firms with local knowledge and connections are hired for ongoing management and maintenance
- Many projects are adaptive re-use of existing buildings, but recently most have been new construction.
- For financing:
 - Low income housing tax credits are used. Note that the tax credits mean that the project can be 'artist preferred' but not artist exclusive.
 - Philanthropy, including from trusts and foundations

When evaluating a locality for the suitability of a project they have 6 criteria:

1. An identifiable arts market
2. Availability of potential sites
 - a. An existing arts district is helpful for targeted developer incentives
3. Engaged and supportive elected leaders
4. Sources of funding and financing
5. Community support
6. Project concept as outlined by the locality

Once engaged by a community Art Space interacts with the community by these steps

1. Meet with local arts organizations and focus groups for creatives
2. Meet with Civic leaders
3. Hold public meetings to gauge broader community goals
4. Explore the existing arts resources

5. Tour potential sites for development.
6. Report to the community on actionable steps

Their services are not free.

- The fee for the initial Feasibility Study is \$35,000, and is usually paid by the city or a foundation
- This is followed by a more detailed Creative Development Study, for an additional \$35,000
- Artspace also offers fee-for-service consulting for projects currently underway through other developers that would like to have some artist live/work units in the development but have questions or are hitting obstacles.

Also noteworthy:

- If a fundraising campaign is needed, Art Space will assist with that.
- They do not typically respond to RFPs; they prefer to be contracted outright.
- Projects typically take 3 years, start to finish.



The Art of Creative Placemaking: An Artspace Report



Residents of Artspace Everett Lofts in Everett, WA (Photo: Annie Mulligan)

LESSONS FROM 30 YEARS IN THE FIELD

Best practices in affordable artist housing

Dear Friends of Artspace:



When Artspace was founded in 1979, our role was to help artists find affordable places to live and work, which was largely achievable as long as artists were willing to move every six to twelve months. But we believed that **artists sacrifice a tremendous amount** in order to create their work, and that the work they create adds value and meaning to our lives. We believed that **artists deserve better** than living under constant threat of eviction, and that the only way we could provide greater stability was to create and own affordable housing specifically dedicated for artists. And we believed these art spaces should remain **permanently affordable**.

A beautiful vision, but the truth is back then we had a skeletal staff, no money, and, at times, no clue! We progressed slowly, with lots of trial and error, and incredible help from a broad network of people who knew a lot more than we did — about real estate, financing, city politics, design and construction, the space needs of artists, and property management. When we started, the federal Low Income Housing Tax Credit law had just been enacted, and our Northern Warehouse project in St. Paul was the first project to use this new resource specifically to address the needs of artists.

Although the Northern was a huge organizational leap, it worked — and 30 years later it remains a **vibrant, affordable home for artists** at the center of a dynamic neighborhood. Building on what we learned, we tried it again (and again) in Minnesota, learning as we grew. With a few successes under our belt, we began to expand beyond Minnesota, discovering how to be “local” in a wide range of communities. With each new project in each new city, we learned a little more.

In this report, we share some of the best practices that we have developed over 30 years in the field. The expertise we’ve gained over the years results in projects that **reflect the community** through their design, culture, and diversity; connect with and contribute to the neighborhood’s **economic and cultural vitality**; engage **diverse partners**, allowing multiple, complementary agendas to be served; ensure that the significant **community investment** in the project is kept financially stable and strong over time; and facilitate **long-term creative sustainability** for neighborhoods.

Our goal in sharing our best practices is to help orient other practitioners and communities that are interested in artist-led community transformation. Through collaboration and sharing of ideas, we can all impact the future and success of creative placemaking.

Sincerely,

A handwritten signature in blue ink that reads "Kelley Lindquist".

Kelley Lindquist
PRESIDENT

artspace best practices

LESSONS FROM 30 YEARS IN THE FIELD

Since the late 1980s, Artpace has participated in hundreds of planning efforts that have included affordable living space for low-income artists. Artpace has been the lead developer on 35 completed projects and has consulted both formally and informally on many others. We have developed projects in cities as large as Houston and Chicago, and as small as Fergus Falls, Minnesota, and Minot, North Dakota.

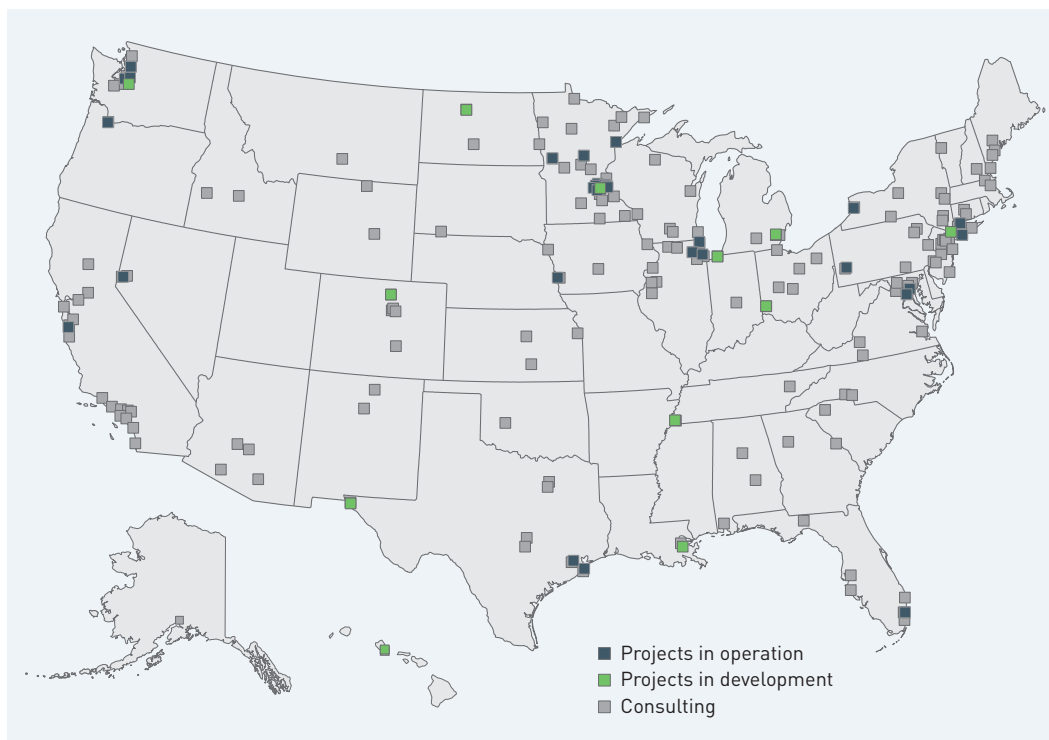
We work in communities with strong cultural identities, such as New York's El Barrio and New Orleans' Tremé, and in communities that are striving to redevelop a distinct sense of place through the arts. Our work has brought us into partnership with thousands of artists as well as architects, planners, city leaders, contractors,

community development organizations, neighbors, and visionaries in a sustained dialogue about how to create the best affordable artist housing on the market, with the highest impact for artists and communities.

Through this work, Artpace has developed a catalog of best practices for the creation of affordable artist housing. At its core is our belief that the best artist housing emerges from a holistic, consistent process. While there are many ways to manage an artist selection process, for example, the most critical piece is understanding that artist selection is simply one step in a comprehensive approach that drives site selection and initial planning, design, construction, and lease up, as well as the ongoing management and governance of the project.

The Artpace Mission

Artpace's mission is to create, foster, and preserve affordable space for artists and arts organizations.



\$582 million

Total dollars spent
in development

3,440,962

Total square footage

35

Projects in operation

14

Projects in development

1,168

Live/work units

125

Working studios

29

States with Artpace projects
in operation or development

37

Cities with Artpace projects
in operation or development

45

States in which Artpace
has consulted

(all figures as of February 2014)



planning & vision

Artspace Jackson Flats Event, Minneapolis, MN. Photo: Emily Taylor

1. Do your homework!

In order to develop a solid plan for artist housing, you must ask questions, investigate the needs of the artists and goals of the community, and incorporate that knowledge into your vision. Artist housing, like any multi-family real estate transaction, is costly and difficult to create. The first step is to understand the feasibility of a potential project. As a start, consider these questions:

COMMUNITY: Is there a market, a creative community that needs affordable space to live and work? What are the demographics of that community? What are the predominant artistic genres? What percentage of the artists have partners or children? What are they currently paying in rent for live and/or work space? Are there cultural practitioners and art forms that might stretch traditional definitions of “artists”?

SITE: Are there sites and/or buildings in areas attractive to your creative community? Who currently controls those sites? Are they in areas that are important for redevelopment or that align with city planning? Are they suitable for the proposed uses?

LEADERSHIP: Is there sufficient political leadership — at the neighborhood, city, county, state, and congressional levels — to sustain a project through its inevitable challenges?

FUNDING: Are there financial resources — public, philanthropic, private — to properly capitalize a development? What kinds of competition exist for these resources? Will an investment in artist housing have sufficient impact to justify the expense? Will it help attract and foster other creative enterprises and entrepreneurs? Will it create new opportunities for people beyond the building’s walls?

Getting these answers right through disciplined research, including formal artist market surveys, sets a project on a healthy path.

2. Involve artists early and throughout the entire process.

Early on, artists can help you understand a community’s needs, shape a project’s vision, advocate for your work with community leaders and the media, and sometimes identify creative design solutions. During planning and construction, artists can help animate the site, and in so doing build public excitement and support. As you advance toward opening, artists can help connect you with potential residents and commercial tenants. Create opportunities for artists to use their strengths to contribute to the success of the project that go beyond presentations and structured conversation. Involving artists in the planning and predevelopment process sets the stage for sustained creativity throughout the life of the project.

3. Create a project vision that attracts a diverse coalition beyond the arts community.

The most viable artist housing projects are those that serve both an arts agenda and complementary public goals, such as transit oriented development, economic development and job creation, historic preservation, cultural preservation, and public safety. By overlapping your work with these complementary efforts, you can build a broader stakeholder team, and you will create opportunities to tap into multiple funding sources.

4. Select a site that maximizes your capacity for impact.

Preferred sites should be close to places where artists are living or working, as well as near complementary spaces like studios, galleries, theaters, and supply stores, when possible. The site should be accessible, especially through public transit. As in any multi-family development, the site should be near schools, transportation, shopping, services, and parks. The site itself should be adaptable to the specific spatial needs of artists. The site should overlap with local redevelopment agendas, thereby making it competitive for public support. It is also helpful to identify a site owned by either the city or a “patient seller,” that is an owner who will give you the time to put together your capital, which may take several years.



design & construction

Resident Painter at Brookland Artspace Lofts, DC. Photo: Anice Hoachlander

1. Design space to suit the distinct needs of artists.

Successful artist housing is not just housing made available to artists; it is housing designed to support the distinct needs of artists. When it comes to residential units themselves, we strive to create live/work units that have enough additional space (typically 100–150 square feet) to double as a working studio, thereby freeing the resident artists from the burden of renting separate studios. We build around a flexible, open floor plan and lighting systems that allow artists to manipulate space to suit their needs. Durability is key, with materials in flooring, counters, sinks and other surfaces that can withstand spills, frequent cleaning, and more than the usual wear and tear. We push for ceiling heights of at least 10 feet, complemented by large windows with abundant natural light.

Within the building itself, we create non-revenue producing spaces that support artistic activity: wide hallways that can double as exhibition space, community rooms and other public spaces that can support rehearsals, performances, gatherings and exhibitions. Oversized doorways and elevators are a must.

2. Prepare for artist housing to cost more than traditional affordable housing.

Although the pricing may be equal on a square footage basis, quality artist housing generally costs more on a per unit basis, as the units tend to be larger to accommodate working space. The cost difference can be 10% to 15% per unit. This is daunting but not fatal. If properly planned, artist housing projects can access philanthropic dollars that can help cover this gap (and which are less frequently available to traditional affordable housing projects). The scope of benefits generated through these additional costs is substantial.

3. Use commercial spaces to bring the building to life.

In most cases, artist housing works best in a mixed-use building with ground floor spaces leased to creative enterprises, such as galleries, art supply stores, arts-oriented nonprofits, coffee shops, education and classroom spaces, and maker spaces. These additions help build a connection between the residents and the neighborhood, and stretch the capacity of the project to influence positive changes beyond its walls.

4. Capitalize the project for long-term health.

When using Low Income Housing Tax Credits, you are likely to face pressure from multiple sources to take on the maximum sustainable mortgage. While that may allow you to “build more,” we believe projects should be as debt-free as possible, so that even modest rents and leases are sufficient to pay ongoing operational costs and support modest reinvestment. Projects that maximize their debt frequently have operational challenges; projects with little debt have the best potential for long-term sustainability.

5. Embrace green design.

At this time, there are many ways for even modestly funded projects to embrace green design elements, especially those that result in lower ongoing operating costs and increased financial stability. A commitment to green design can produce a better community asset, a more stable project, and a broader network of partnerships. In many communities, special funds are available for projects with green elements.

6. If you don't speak the language of development, find someone who does.

An artist housing project will ultimately entail many specialized professions — architects, contractors, and various consultants to conduct environmental work, soil analysis, zoning research, and so on. Having (or finding) the internal expertise to effectively manage these specialists can minimize frustration, save substantial money, and produce a far better project.

7. Before putting up doors, bring people in!

The construction period is also full of community and artistic engagement opportunities. Hard hat tours for stakeholders, artists, and the media to create and nurture interest can lead to both enduring support and a quicker lease-up period. Engagement with local artists and arts organizations to create events and exhibits and participation in local events like art crawls can generate excitement within the artistic community.



operations & sustainability

Grand Opening of the Elgin Artspace Lofts, Elgin, IL. Photo: Emily Taylor

1. Carefully manage the artist selection process.

In Low Income Housing Tax Credit-funded projects, all residents must “income qualify” through a regulated IRS process. Beyond that, project owners can specify certain “preferences,” including an artist preference that prioritizes available space for artists. To ensure compliance with Fair Housing Laws, it is extremely important to develop a transparent, well-documented process for screening applicants.

In Artspace’s practice, we begin with an Artist Selection Committee consisting of active artists from the community who are not candidates to live in the project. The committee is facilitated by an Artspace asset manager. In screening potential residents, we are not curatorial: do not judge the quality of work. Instead, we look for three things: individuals who have made a sustained commitment to their craft; individuals who are excited about participating both in the community of the building and the neighboring community; and, finally, individuals who are comfortable living in a building that may be noisier, more lively, and more social than other rental properties.

2. Embrace the mess.

A thriving artist housing complex will almost certainly require a different management practice than other affordable housing. We have residents who make noise and work odd hours. The lobby is their living room, and public hallways are an extension of their identities and creativity. Many also need to make physical modifications to their spaces. All these and other acts can test a property manager’s patience. The most successful projects are managed by people who embrace creative exploration.

3. Engage residents in the operations.

Although residents are not owners, we encourage them to participate in their communities by serving on working committees that are charged with significant responsibilities, such as the planning of artistic programming (gallery shows, open studio events, etc.). Other committees may address livability issues within the property (e.g., noise management) or the selection of future residents when turnover occurs. In the best projects, residents are invested not just in their own creative exploration but also with one another and the opportunities offered through shared spaces.

4. Commit to permanent affordability and sustained artistic mission.

As a non-profit developer, we’re committed to permanent affordability, permanent financial sustainability, and permanent artistic vitality for our projects. Our model requires that profits generated from the operation of a property are reinvested into the property. We leave dollars in a project by deferring developer fees, by making capital reinvestments, by supporting non-revenue generating community spaces, and by committing to permanent affordability. The best projects create wealth for their host community, not for the developer.



Residents of Elder Street Artist Lofts, Houston, TX. Photo: Monica Kressman



Dance Africa Class, Brookland Artspace Lofts, DC. Photo: Courtesy the artists

ARTSPACE CORE VALUES

• WEALTH BUILDING

Artspace helps organize and direct investments into low-income communities, while protecting local partners from potentially crippling debt. Rather than extracting profits through fees, rents and ultimately sale, we manage to create a sustainable model – minimizing costs to residents and continually reinvesting in our properties. A successful project builds wealth for its community, not Artspace.

• RISK AND RETURN

Artspace works where the needs are great and the development process difficult, filling a niche many developers cannot. The potential returns – keeping places like East Harlem, New York affordable to artists; expanding the creative economy on the Pine Ridge Reservation; or helping Tremé, New Orleans restore its cultural heritage – justify the inherent risks of under-resourced markets.

• SOCIAL DENSITY

A developer motivated by profit may think of “density” as the opportunity to maximize the rentable units in a limited space. Artspace thinks of density as the opportunity to create dynamic social exchange. We prioritize non-revenue generating spaces like community rooms; we stretch living space to double as studios; we turn hallways into well-lit galleries. While these enhancements limit income, they help build better communities.

• SUSTAINED COMMITMENT TO COMMUNITY

Because Artspace projects are as much about trust and understanding as bricks and mortar, we are committed to substantive community engagement and capacity building. Our projects require a deep investment of organizational resources and take a minimum of 3–5 years to complete. While this may be longer than a for-profit equivalent, it is balanced by decades of impact after opening.

• SUSTAINED COMMITMENT TO ARTISTS

Artists can help create economic opportunity and make communities more livable, but in some cases they are displaced by the very processes they set in motion. Artspace helps artists share in the value they create by ensuring that our properties remain permanently affordable to artists and cultural organizations, even as neighborhoods evolve.



Artspace Jackson Flats Event, Minneapolis, MN. Photo: Emily Taylor



National Headquarters:

250 Third Avenue N., Suite 400
Minneapolis, MN 55401
612.333.9012
info@artspace.org | www.artspace.org

Regional Offices:

Los Angeles | New Orleans | New York
Seattle | Washington, D.C.



Artspace Loveland Arts Campus, Photo: Greg Handberg

ARTSPACE: Building better communities through the arts

Third-party research by Metris Arts Consulting documents how adherence to these best practices allows affordable artist housing to generate substantial benefits — both for individual artists and for the surrounding neighborhood.

The Metris report found that artists experienced increased stability, increased collaboration, increased recognition as artists, increased production, and increased financial earnings from their artistic work.

The far-ranging community benefits of successful artist housing include the reanimation of deteriorated historic structures and/or underutilized spaces, and the reintroduction of these spaces onto public tax rolls; fostering the safety and livability of neighborhoods without driving gentrification-led displacement; expanding public access to the arts; and attracting additional artists, creative enterprises, and even non-arts businesses to the area.

Metris concluded that keys to successful artist housing projects include:

- Affordable, stable space that is physically appropriate for artists and arts organizations
- Governance structures that foster involvement and effectively manage potential conflicts
- An emergent sense of community within the facility, frequently driven by individual leaders who catalyze engagement
- Building features (exhibition space, community rooms), anchor tenants (arts businesses and organizations) and special programs (art crawls and open studio events) that connect with the broader community
- Physical proximity to existing artists and arts organizations as well as to complementary revitalization initiatives

THANK YOU Artspace wishes to thank the McKnight Foundation, Ford Foundation, the Kresge Foundation and the Minnesota State Arts Board for their ongoing support of our work in Minnesota and across the country.



FORD
FOUNDATION

THE MCKNIGHT FOUNDATION

THE KRESGE FOUNDATION



This activity is made possible by the voters of Minnesota through a Minnesota State Arts Board Operating Support grant, thanks to a legislative appropriation from the arts and cultural heritage fund.



Artspace Consulting is a division of Artspace that helps communities identify effective, affordable ways to incorporate the arts into their civic agendas. Our practice builds on Artspace's expertise as America's leading real estate developer for the arts and operator of more than 30 successful arts facilities around the country.

Our community-based approach bridges the traditional gap between the arts and the civic arena. We help communities revitalize downtown areas and inner city neighborhoods, reanimate historic properties, develop arts districts, and create and preserve affordable space for artists.

To learn more about the ways in which Artspace Consulting works with communities, please visit artspace.org/consulting or contact us at consulting@artspace.org

The Importance of Affordable Artist Communities:

Measuring Impact & Thrive-Ability in Artspace Live/Work Properties Nationwide

White Paper

Kathleen Kvern, Senior Vice President, National Advancement

Naomi Chu, Vice President of Asset Management, Properties

Teri Deaver, Vice President, Consulting & Strategic Partnerships

Tio Aiken, Vice President, Communications

Dana Mattice, Director, National Advancement

Aneesha Marwah, Project Manager, Consulting & Strategic Partnerships

Naomi Marx, Quantitative Analyst, Consulting & Strategic Partnerships

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ABSTRACT

Reaching four decades in operation in 2019, Artspace sought to better understand the impact of the affordable, live/work artist housing model on residents. The goals were to achieve greater insights about who the artist residents are within Artspace live/work projects; as well as measure how well Artspace delivers value and benefits to those residents (predominantly low-income artists, performers, musicians, writers, and other creatives and makers). With the framework for evaluation developed in-house, Artspace launched an inaugural, nationwide online survey June 1 – September 30, 2019, inviting all Artspace live/work residents to answer a series of questions designed for them to self-assess the impacts of living within an affordable artist community. The Thrive-ability Indicator allowed for measurement of potential benefits within five categories—financial, social, safety/security, artistic practice, and stability impacts—within Artspace projects. Achieving statistically significant results, findings show that Artspace is achieving positive impacts within all categories.

Keywords: Artists, arts & culture, live/work units, affordable housing, Low-Income Housing Tax Credits, low-income communities, real estate development, Thrive-ability, finance, social impacts, safety, security, artistic practice, stability, impacts, evaluation, demographics

The Artspace Live/Work Model

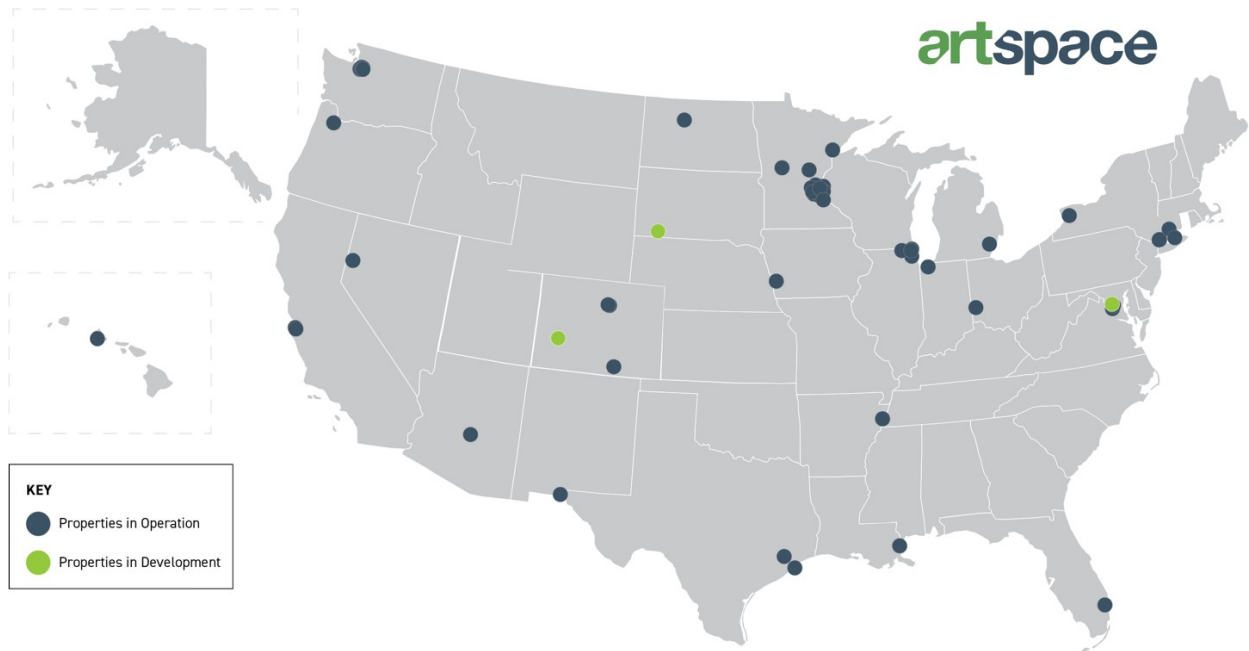
Artspace Projects, Inc., is a nonprofit organization with a mission to create, foster, and preserve affordable and sustainable space for artists and arts organizations. Artspace was founded in Minneapolis in 1979 to respond to artists and cultural organizations, often low income, who were facing cycles of displacement as their spaces were reclaimed by for-profit developers for more traditionally profitable uses, resulting in the devastation of many cultural enclaves and communities. Artspace initially operated as an artist service organization that paired artists with artist spaces available in Minneapolis—but many placed through the program were eventually evicted or priced out and had to return to Artspace to find space again. To disrupt this cycle and alleviate the constant threat of displacement and/or eviction that the creative class faces, senior leadership at Artspace realized that the pathway to greater stability was to create and operate affordable space specifically dedicated for artists. The mission-focused ownership model would guarantee that spaces were designed for artists' use and would remain affordable and accessible to artists in perpetuity.

Through repeated attempts and with assistance from a broad network of people with expertise in real estate, finance, politics, construction, and property management, Artspace innovatively converged the arts with real estate development to purchase or construct buildings for artists to affordably live and work. Combining an apartment space for living with studio space for working was a strategy to help artists save money and stabilize, as they would not have to rent two spaces. When Artspace began this process, the federal Low-Income Housing Tax Credit (LIHTC) law had just been enacted, and the adaptive reuse of the Northern Warehouse in St. Paul was the first project in the nation to use this new resource specifically to address artist housing needs. Built in 1908 by the Northern Pacific Railway, Artspace redeveloped the six-story warehouse as an artist cooperative. The Northern opened in 1990 with 52 live/work units on the four upper floors, and commercial space including a



coffeehouse and art gallery on the lower two. Next, Artspace transformed an adjacent warehouse, the Tilsner, which lacked windows and a roof. Parts of its upper floors were too decayed to bear human weight. Although it was a prime candidate for the wrecking ball, it was also a striking example of Victorian Romanesque architecture in a National Register Historic District—so Artspace restored this relic into a thriving community of 66 artists and their families. Together, this pair of abandoned buildings transformed into functioning, productive parts of the community; and attracted artists to a neighborhood that didn't exist three decades ago but ranks today as one of St. Paul's most desirable places to live.

With this pair of buildings, Artspace leadership discovered a replicable model, which it repeated across Minnesota—and then across the country, including in culturally distinct communities. Predominantly multi-use buildings or campuses, 37 of Artspace properties (the majority) are structured to include live/workspace on the upper floors and commercial and community spaces on the ground floor. Collectively, the live/work portfolio includes more than 2,000 units for artists and their families. The mixed-use property with live/work residential units and community arts space is, today, Artspace's primary real estate development model.



Artspace properties where the survey was administered that are either wholly live/work, or have a live/work component, include:

1. 653 Artist Lofts (MN)
2. Artspace Buffalo Lofts (NY)
3. Artspace Everett Lofts (WA)
4. Artspace Hamilton Lofts (OH)
5. Artspace Hastings River Lofts (MN)
6. Artspace Hiawatha Lofts (WA)
7. Artspace Jackson Flats (MN)
8. Artspace Loveland Arts Campus (CO)
9. Artspace Mt. Baker Lofts (WA)
10. Artspace Patchogue Lofts (NY)
11. Artspace Tannery Lofts (CA)
12. Artspace Uptown Artist Lofts (IN)
13. Bell Artspace Campus (LA)
14. Brookland Artspace Lofts (DC)
15. City Hall Artspace Lofts (MI)
16. El Barrio's Artspace PS109 (NY)
17. Elder Street Artist Lofts (TX)
18. Elgin Artspace Lofts (IL)
19. Everett Station Lofts (OR)
20. Franklin Arts Center (MN)
21. Harvester Artspace Lofts (IA)
22. Kaddatz Artist Lofts (MN)
23. Karcher Artspace Lofts (IL)
24. Mesa Artspace Lofts (AZ)
25. Minot Artspace Lofts (ND)
26. Mt. Rainier Artist Lofts (MD)

- | | |
|------------------------------------------|-----------------------------------------|
| 27. National Hotel Artist Lofts (TX) | 33. South Main Artspace Lofts (TN) |
| 28. Northern Warehouse Artist Lofts (MN) | 34. Switching Station Artist Lofts (IL) |
| 29. Read's Artspace (CT) | 35. Tilsner Artist Cooperative (MN) |
| 30. Riverside Artist Lofts (NV) | 36. Tashiro Kaplan Artist Lofts (WA) |
| 31. Roderick Artspace Lofts (TX) | 37. Washington Studios (MN) |
| 32. Sailboat Bend Artist Lofts (FL) | |



Bell Artspace Campus, New Orleans, Louisiana. This campus had anchored the Tremé neighborhood for over 100 years but sat abandoned after Hurricane Katrina. The Bell Artspace Campus transformed the three largest buildings into 79 units of affordable live/work housing for low- to moderate-income artists, cultural workers, and families. The project also reestablished common spaces for creative use by the residents and commercial tenants. It received the 2019 Advisory Council on Historic Preservation (ACHP)/ U.S. Department of Housing and Urban Development (HUD) Secretary's Award for Excellence in Historic Preservation

Now, 40 years into operation and with more than 50 arts spaces across the country, the Artspace real estate development model has proven sustainable. Artspace's very first project, the previously mentioned Northern Warehouse, was refinanced in 2011 (21 years after it first opened) using a new round of Low-Income Housing Tax Credits to fund energy-efficient windows, a new roof, and tuckpointing; with Tashiro Arts and the National Hotel following shortly after. In 2016, the Ford Foundation provided a five-year, BUILD initiative



grant award to support Artspace's long-term capacity, including restructuring aging properties approaching 15 years of operation. Restructuring older properties allows Artspace to access additional tax credits and related funding sources for capital improvements that aging buildings need. From 2017 to 2019, Artspace has refinanced properties including Washington Studios (2019), the Northern (2019 - commercial), Everett Station Lofts (2018), Riverside (2018), Traffic Zone (2018), Grain Belt (2018), and the National Hotel Artist Lofts (2017). Refinancing aging properties ensure that they remain high quality, on mission, and affordable live/work facilities for artists for an additional 30 years.

Artspace's Unique Facilities

Artspace's unique portfolio also includes eight non-residential arts facilities; as well as eight single-family homes (since sold to artists at below market rate). These 16 projects include:

1. Artspace Frogtown Single-Family Home 1 (MN)
2. Artspace Frogtown Single-Family Home 2 (MN)
3. Artspace Frogtown Single-Family Home 3 (MN)
4. Artspace Frogtown Single-Family Home 4 (MN)
5. Artspace Green Homes North – Home 1 (MN)
6. Artspace Green Homes North – Home 2 (MN)
7. Artspace Green Homes North – Home 3 (MN)
8. Artspace Green Homes North – Home 4 (MN)
9. Chicago Avenue Fire Arts Center (MN)
10. The Cowles Center for Dance & the Performing Arts (MN)
11. Tannery Arts Center (CA)
12. Grain Belt Studios (MN)
13. Hennepin Center for the Arts (MN)
14. Northrup King Building (MN)
15. Tashiro Arts Building (WA)
16. Traffic Zone Center for Visual Art (MN)



Pictured left, is one of four Artspace Frogtown Single-Family Homes. While Artspace is well known for developing affordable live/workspace for artists to lease, the homes provided artists a path to home ownership. Neighborhood activists wished to preserve a boarded-up, historic storefront scheduled for demolition, so Artspace renovated it to include artist amenities. An artist couple has lived in this home for more than 20 years. Pictured right, is The Cowles Center for Dance & the Performing Arts, now the flagship for dance in the Twin Cities, located in the heart of downtown Minneapolis.

Commercial tenants and/or homeowners that occupy these places were NOT invited to participate in the survey of live/work residents. The nationwide survey focused solely on Artspace's live/work housing residents. Future studies may consider the participation and impact of Artspace working studio spaces and arts centers on the ability of working artists and creative enterprises to thrive. Artspace's portfolio of commercial space doubled just a few months after the survey closed, with Artspace's acquisition of the Northrup King Building and campus: The largest studio arts complex in the state of Minnesota, filled with some 350 working visual artists. It is included on the list of Artspace commercial centers above; and they are joined by countless ground-floor commercial arts spaces in Artspace mixed-use buildings all across the country.

Evaluating Artspace's Impact: Building on Past Efforts

Artspace previously commissioned a third party, Metris Arts Consulting, to evaluate its work in two studies: "How Artist Spaces Matter: Impacts and Insights Drawn from Artspace Projects' Earliest Developments" in 2010, and "How Art Spaces Matters II: The Riverside, Tashiro Kaplan and Insights from Five Artspace Case Studies and Four Cities" in 2011. The intent was to explore how and why Artspace's properties benefit resident artists and arts

organizations, as well as surrounding neighborhoods and regions. Led by Metris Principal Anne Gadwa Nicodemus, the first study consisted of case study evaluations of the Northern Warehouse Artist Lofts and the Tilsner Artists' Cooperative in St. Paul, MN and the Traffic Zone Center for Visual Art in Minneapolis, MN—three early Artspace cooperative projects; while the second examined case studies in the Riverside Artist Lofts in Reno, NV and Tashiro Kaplan Artist Lofts and Tashiro Arts Building in Seattle, WA.

The mixed method approach combined interviews; resident surveys; analysis of resident income records and historical trends in socioeconomic data (census, county and zip code business patterns); and measurement of property value impacts through hedonic modeling, a statistical method used to calculate appreciation in property values and estimate the portion of the change that is attributable to the artist space. More than 200 artists, residents, business owners, government officials, arts organization representatives, and others contributed their time and insights. Overall, the studies concluded that Artspace's artist spaces have produced clear benefits for in-house arts residents and the surrounding neighborhood and region.



The properties were found to benefit residents by:

- providing space that meets residential and professional needs at affordable rates;
- increasing artistic production;
- catalyzing an arts community to become more than a sum of its parts;
- and enhancing the professional reputations of individual artists, and in some cases increasing the income generated through art activity.



82% of artists said that living in an Artspace building facilitated networking; 75% increased productivity; 70% shared skills with others in the building; and 48% increased the percentage of their income earned from their artistic work. 85% perceived the space as appropriate to their needs and 69% found the space affordable.

Benefits of an Artspace property also extended to communities. They were found to:

- animate historic structures and/or underutilized space;
- bring vacant or underutilized space back on the tax rolls and boost area property values;
- foster the safety and livability of neighborhoods without evidence of gentrification-led displacement;
- anchor arts districts and expand public access to art;
- and attract additional artists, arts businesses, organizations, and supportive non-arts businesses to the area.

100% of in-house arts businesses and organizations that participated in the survey reported that renting commercial space in an Artspace building enabled them to share equipment and resources. 88% reported that the space facilitated collaboration; 88% said it allowed sharing of business skills/knowledge; 50% reported learning new business skills/knowledge as a result; and the space helped 50% to financially stabilize. The full reports can be read at www.artspace.org/taking-measure-creative-placemaking.

Entering its 40th year in operation in 2019, Artspace sought to once again examine the impact of its work on the artists and families who reside within Artspace properties. Building on the previous evaluation framework, Artspace desired to expand from the case study model to a comprehensive survey of live/work residents in all 37 live/work properties across the country.



DEVELOPING THE 2019 ARTSPACE RESIDENT SURVEY

A Cross-Departmental Year-Long Effort

Artspace leadership looked to its expertise in-house, with the Consulting and Strategic Partnerships department tasked with developing the survey and the Asset Management department overseeing implementation. Artspace's Consulting and Strategic Partnerships department has designed and conducted over 90 Arts Market Studies for clients across the country, reaching more than 40,000 creatives. Further, an in-house Quantitative Analyst position was added to the team in 2015 with duties including statistical analysis. With 20 years of experience conducting and analyzing surveys in 36 states, Artspace was well positioned to design and implement the 2019 Artspace Resident Survey through its own portfolio.

To launch the survey, an interdisciplinary team comprised of colleagues from Consulting and Strategic Partnerships, Asset Management, Properties, National Advancement, and Communications all worked together. Artspace Asset Managers oversee Artspace's real estate portfolio. They develop and maintain relationships with artist residents in Artspace properties, oversee the property management companies that provide on-site management, and analyze the financial performance and physical stability of the properties. As key holders of relationships with people in the communities that Artspace serves, the perspective of the Asset Managers was integral in developing the questionnaire and in achieving on-the-ground implementation and participation to make the survey successful. The fundraising arm of Artspace, National Advancement, was also involved in the process: managing the National Endowment for the Arts grant that made the work possible, providing input on what data might be compelling to stakeholders, and compiling report findings. Artspace's Communications team designed promotional materials. Finally, Artspace's consulting team brought the expertise in designing and implementing the survey and analyzing results.



This cross-departmental team developed both a straightforward questionnaire to capture demographic data; as well as a “Thrive-ability Indicator” to examine the broad range of impact on the daily lives of Artspace live/work residents. These indicators drew from the benefits previously identified in the 2010-2011 Metris Arts studies and included financial, social, safety and security, artistic and cultural practices, and stability. The team was assisted by staff at Apt Marketing, a company founded by Artspace board member Curtis Thornhill, and they provided pro bono feedback on survey development and created the online platform.

Artspace intends to use its national survey findings to shape service delivery to more effectively meet its core mission, as well as to provide objective data on the impacts of its artist spaces to a broad range of stakeholders.

Toronto Artscape Inc.'s Parallel Survey

Interestingly, amidst this work, Artspace discovered parallels with Canadian colleagues at Artscape, a Toronto-based organization with a mission to make space for creativity and transform communities. Artscape engages in social enterprise in real estate development, property management, performance and event services, consulting and knowledge exchange, artistic programming and “community animation,” and creative entrepreneurship development. Artscape was simultaneously developing an in-house monitoring and evaluative framework of its own: The Thriving Artist Index. Together, the Artspace and Artscape studies may present insights into the impacts of arts spaces throughout much of North America.

ARTSPACE'S SURVEY IMPLEMENTATION

Survey Promotion

The Artspace survey was available online to all Artspace live/work residents in rotation over four months, from June 1 – September 30, 2019; and each was requested to respond within a four-week period. The survey was designed to capture both demographic data and efficacy data (that inform how well (or not) Artspace buildings work for their resident populations); as well as the impact living in an Artspace project has on individual residents.

To implement the survey and promote broad resident participation, a variety of promotional methods were used. Promotions across properties included announcement posters in common areas, direct emails, building-specific social media notices, memos from the management offices, and notices delivered to each residence; as well as in-person follow up by on-site Property Managers. All resident respondents were given the option to be entered into a drawing for one of five \$100 cash cards. Other incentives varied by building, including offering laundry credits and drawings for cash to residents; and offering on-site Property Managers cash rewards if they generated a large response turnout. Those properties that offered incentives with immediate benefits were particularly effective in achieving responses. To ensure accessibility, computer/tablet access was offered through management offices.

TAKE THE ARTSPACE RESIDENT SURVEY!



TAKES LESS THAN TEN MINUTES TO COMPLETE



Taking this survey is critical to our mission and anonymous!

We would like all adult residents in a household to take the survey via computer by [the URL below](#).



At the end of the survey if you opt to provide your contact information separate from your survey then you will be entered into a drawing to get a **\$100 cash gift card**. A total of five cards will be awarded in the late fall.



HELP US HELP ARTISTS ACROSS THE US

ARTSPACERESIDENTSURVEY.ORG

Implementation Variables & Challenges

To the best of our knowledge, the Artspace portfolio is unique both in the collective scale of its art spaces and in the diversity of its individual components. Each building is distinct and created based on the unique assets and needs of an individual community. While Artspace achieved a statistically relevant survey response rate overall, individual project survey response rates varied significantly by project and community. The unique opportunities and challenges of each project, and the impact that has on the ability of an Asset Manager and Property Manager to engage residents to participate in a survey, can provide insight into this disparity. For example, some buildings are 30 years old with a mix of established residents and new community members; while other spaces had been newly constructed or restored and had entirely new communities within. Some on-site property managers had been managing their Artspace property for many years, and therefore had long-established relationships with residents; while other managers were newly hired and still becoming familiar with what it means to operate resident spaces for artist communities, and how to build resident-management relationships. Some communities had competing events, activities, or priorities during the window of time that the survey was available.

The Artspace team customized promotional strategies and incentives per building, based on Asset Management recommendations. Funds spent on incentives, for example, ranged from \$0 at the lowest to \$1,200 at the highest. Nearly \$400 per property was spent, on average, towards promotions and incentives.

Survey Implementation Analysis

At the close of the survey period (September 30, 2019), the Consulting and Strategic Partnerships team and National Advancement team conducted summation interviews with each individual Asset Manager, one by one, to assess and evaluate Artspace's performance in conducting the survey and to inform future surveys. Based on their experience with this

initial launch, and comparing and contrasting response rates, the majority of the Asset Managers advocated to incentivize the on-site Property Managers at about \$100 in the future, as it was their belief that in-person face time between the on-site property managers and the residents had generated the most results. Almost across the board, Asset Managers agreed that the in-person “push” was most successful, and that property management involvement was critical in achieving success. Immediate incentives, like laundry cards for residents, was also seen as valuable.

Many stated that buildings with strong property management and active artist communities achieved the highest response rates and noted that newer projects were often more engaged. The four projects with the highest response rates, however, have been operating from between two to 12 years; and the length of time respondents have lived in their Artspace building ranged from less than one year to over 20 years.

When asked about barriers, 50% of Asset Managers thought access to technology was an obstacle; while the other half thought that everyone has access to computers, tablets, or phone technology. To increase participation, Asset Managers advised that the survey show a direct benefit to residents if at all possible—but only if the benefit is authentic. When asked if it would be useful to have an outside party manage the survey process, half thought it would be, while the other half thought that some residents might be anxious and not trust an outside party. Asset Managers were also given responses clustered for their specific properties, so they could rate performance of individual buildings.

THE 2019 ARTSPACE RESIDENT SURVEY RESULTS



Total Responses

Responses were derived from 36 of 37 existing live/work Artspace projects (97% live/work property participation) in 21 states across the country. Artspace achieved 622 responses from the total target population of 2,169 residents: A statistically significant return of 29%. This provides a 95% assurance that, within a 3% margin of error, the survey answers are how the entire group of Artspace live/work residents would respond if queried when extrapolating results.

622 (29%) Total
Respondents

Understanding the LIHTC Model and Artist Preference

Artspace residential properties are designed specifically for people who are both low- to moderate-income and who are also artists, so part of the demographic data captured was concerned with the creative pursuit and income statuses of residents.

The majority of Artspace's live/work projects are built with Low-Income Housing Tax Credits (LIHTC), which subsidizes the acquisition, construction, and/or rehabilitation of affordable rental housing for low- and moderate-income residents. Congress created the LIHTC program with the 1986 Tax Reform Act, and the federal government issues these tax credits to state governments. State housing agencies then award the credits to developers through a competitive process. Owners or developers of projects receiving the LIHTC agree to meet an income test for residents and a gross rent test, and all LIHTC projects must comply with the income and rent tests for a 15-year compliance period. [Tax Policy Center Briefing Book: Key Elements of the U.S. Tax System]. Each year, the US. Department of Housing and Urban Development (HUD) sets income limits defining extremely low income (30% of the area's median income level (AMI)), very low income (50% of AMI), and low income (80% of AMI). The

actual income levels differ based on the area, because they are calculated as a percentage of the area's median income level.

Artists are among those on the list of qualified groups who can benefit from federally subsidized, low-income housing. Current law provides this exception for individuals “who are involved in artistic or literary activities.” Anyone who qualifies for affordable housing may apply for residency in an Artspace project, but Artspace gives preference to those applicants who participate in and are committed to the arts.

Data: Artists/Creatives

Given these facts, it was not surprising that 99% of Artspace survey takers (613 respondents) consider themselves an artist. Artspace defines “artist” broadly to comprise a wide variety of creative pursuits.

- A person who works in or is skilled in any of the fine arts, including but not limited to painting, drawing, sculpture, book art, mixed-media and printmaking.
- A person who creates imaginative works of aesthetic value, including but not limited to film video, digital media works, literature, costume design, photography, architecture and music composition.
- A person who creates functional art, including but not limited to jewelry, rugs, decorative screens and grates, furniture, pottery, toys and quilts.
- A performer, including but not limited to singers, musicians, dancers, actors and performance artists.
- A person involved in all culturally significant practices, including a culture bearer or practitioner, designer, technician, tattoo artist, hairdresser, chef/culinary artist, craftsperson, journalist, teacher or administrator who is dedicated to using their expertise within the community to support, promote, present, and/or teach and propagate their art form through events, activities, performances and classes.

The survey identified the creative practices that Artspace residents most engage in as Painting/Drawing (37%); Music (24%); Photography (21%); and Writing/Literary Arts (20%). Artspace residents need not derive their income from their art, and the survey revealed that 57% earn no or less than 10% of their income from their creative work. 62% earn income from a non-creative line of work, meaning the respondents hold second jobs, with education and service industries being the most frequently selected.

Data: Demographics

Beyond creative status, the survey also revealed further demographic details. For example:

- Artspace residents are well-educated: 56% have a bachelor's degree or higher.
- 3% of Artspace residents are veterans (compared to 7.6% nationally). Upcoming Artspace projects will have specific units set aside for veterans, including Pullman Artspace Lofts in Chicago and Artspace Silver Spring Arts Campus in Silver Spring, MD.
- 18% of Artspace residents consider themselves to have a disability. This is slightly higher than the national tendency, with 12.6% of the civilian non-institutionalized population reporting a disability in the 2015 U.S. Census Bureau.
- They are overall racially diverse:
 - 42% identify as non-white/Caucasian

TOP ARTS, CULTURAL, CREATIVE INDUSTRY INVOLVEMENT (ALL RESPONDENTS)

1. Painting and Drawing – 37%
2. Music – 24%
3. Photography – 21%
4. Writing/Literary Arts – 20%

Note: Respondents could select up to 4 options

Income Highlights

- 57% earn no or less than 10% of their income from their art/creative work.
- 62% earn some income from a non-creative line of work, predominately in the education and service industry.
- Over half (56%) of survey respondents' household income is between \$10,000 and \$30,000 annually.
- 46% of respondents with a household size of one are at or below the 2019 Federal Poverty level.
- Only 10% of respondents reside in a household earning more than \$50,000 annually.

- 58% identify as white/Caucasian

Given that non-Hispanic white people total about 61% of the U.S. population, the Artspace residential population seems to loosely echo national trends.

SURVEY RESULTS: COMMUNITY REPRESENTATION VS. RESPONDENTS

One measure of a project's success is how inclusive it is and to what extent its residents and tenants reflect the diversity quotient of the area where they live. Despite best efforts, surveys of this nature are limited in their ability to engage everyone and in return may not truly reflect the diversity of a given building in regard to age, gender, race, income, ethnicity, and even art form.

In order to analyze our performance, we compared the building responses with the demographics in the ½-mile and 1-mile radius from the property address. The pair of buildings included for this additional analysis are geographically diverse and had a high rate of responses.

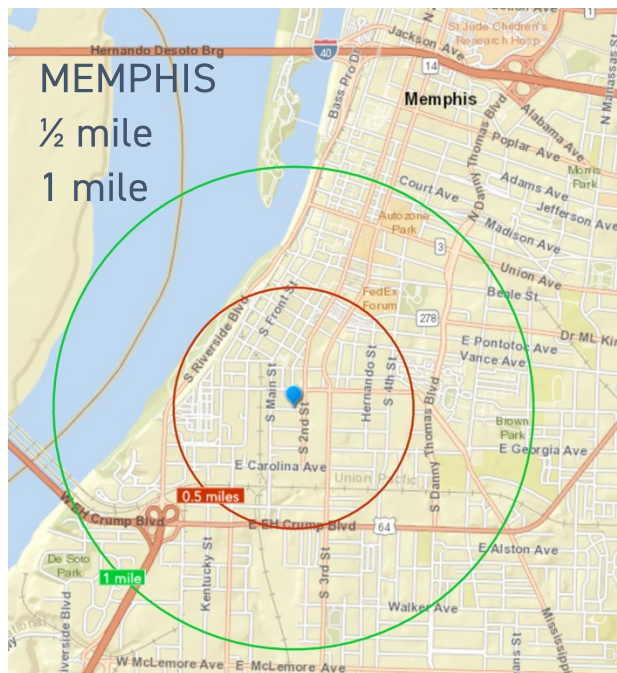
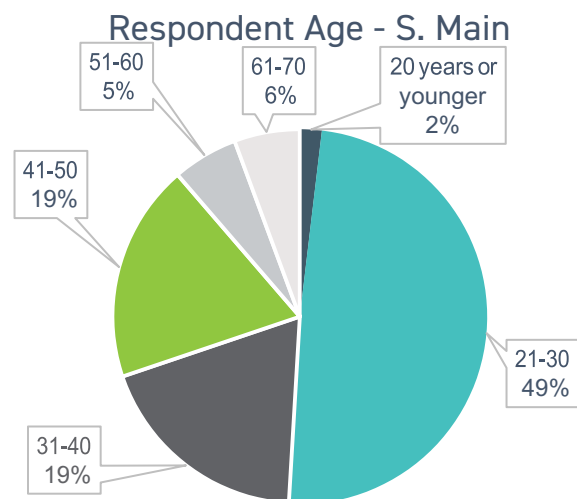
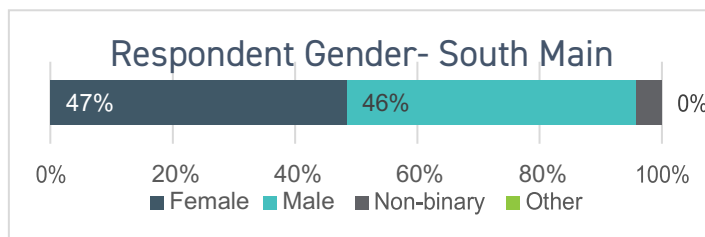
- South Main Artspace Lofts, 138 St. Paul Avenue, Memphis, TN (53 respondents)
- Artspace Mt. Baker Lofts, 2915 Rainier Avenue S. Seattle, WA (46 respondents)

While the overall Artspace residential population largely mirrors national demographic trends, demographics within individual buildings vary.

Survey Respondent Race and Ethnicity		
<u>Race/Ethnicity</u>	<u>Count</u>	<u>% of Respondents</u>
White/Caucasian	9	17%
Black/ African American	43	81%
Multiracial/multiethnic	1	2%
Hispanic/Latino(a)	1	2%
Asian/ Asian-American	0	0%
Not Listed/Other race	0	0%
American Indian	0	0%
Total respondents/population	53	100%

<u>½ mile 2019 est.</u>	<u>1-mile 2019 est.</u>
<u>% ½ mile population</u>	<u>% 1-mile population</u>
54%	32%
41%	65%
2%	2%
3%	2%
3%	1%
1%	0%
0%	0%
3,090	9,185

*Respondents may have selected more than one race/ethnicity option.



Source: ESRI Community Analyst, 2019

½ mile Radius Stats:

Median age: 39.7

Median Household Income: \$68,222

1-mile Radius Stats:

Median age: 37

Median Household Income: \$45,269

South Main Respondent Stats:

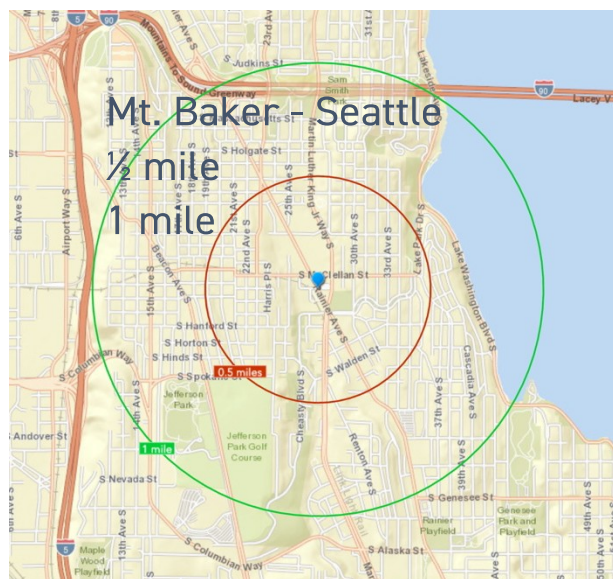
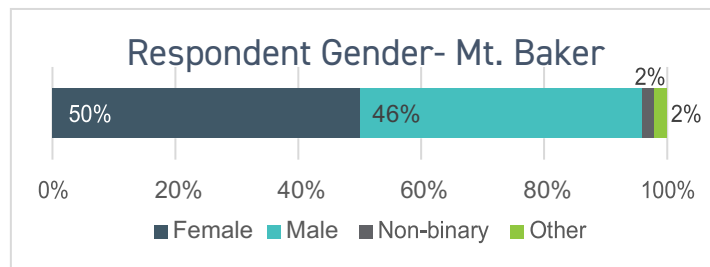
Median age range: 21-30

Median Household Income Range: \$20,001-\$30,000

Survey Respondent Race and Ethnicity		
<u>Race/Ethnicity</u>	<u>Count</u>	<u>% of Respondents</u>
White/Caucasian	28	61%
Black/ African American	6	13%
Multiracial/multiethnic	5	11%
Hispanic/Latino(a)	5	11%
Asian/ Asian-American	7	15%
Not Listed/Other race	1	2%
American Indian	1	2%
Total respondents*/population	46	100%

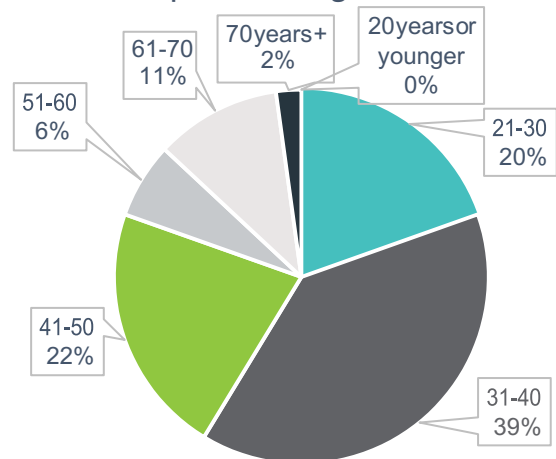
*Respondents may have selected more than one race/ethnicity option.

$\frac{1}{2}$ mile 2019 est.	1-mile 2019 est.
<u>% $\frac{1}{2}$ mile population</u>	<u>% 1-mile population</u>
35%	35%
17%	18%
7%	6%
7.5%	10%
37%	34%
4%	5%
1%	1%
6,512	22,726



Source: ESRI Community Analyst, 2019

Respondent Age - Mt. Baker



$\frac{1}{2}$ mile Radius Stats:

Median age: 42.9

Median Household Income: \$95,488

1-mile Radius Stats:

Median age: 40.8

Median Household Income: \$81,803

Mt. Baker Respondent Stats:

Median age range: 31-40

Median Household Income: \$20,000

ARTSPACE'S "THRIVE-ABILITY INDICATOR"

Artspace's "Thrive-ability Indicator" was designed for Artspace residents to self-assess impacts including Financial, Social, Safety & Security, Artistic Practice, and Stability. These impacts were selected in part by the benefits residents identified in the 2010-2011 Metris Arts Consulting studies, from providing affordability and safety to supporting artistic production, collaboration, and community. Data in this section pertains to the 613 (98.5%) responding residents who self-identified as artists (out of the 622 total respondents). In general, Artspace live/work residents responded favorably (strongly agreed or agreed) that living in Artspace projects positively impact their lives within each of these areas.

Financial Impact

Quality, code-compliant workspaces are rarely affordable to low-income users, especially in artist spaces where residents often use the space in nontraditional way. Simultaneously, the ever-increasing housing crisis in communities across the country threaten the ability of low-income peoples to afford housing and maintain an economic foothold in their neighborhoods as market-rate development moves in.

A basic tenet of the Artspace model is the combination of affordable housing with appropriate, code-compliant artistic workspace. In theory, this delivers financial benefits by both providing space specifically designed for creative use, in which economically vulnerable artists have the opportunity to increase production of art and/or creative products and earnings; and by saving the cost of a second rent for studio space, as the creatives can work right from within their homes. The majority of Artspace rents are set for those earning between 30% to 60% of Area Median Income (AMI) and are affordable by design, aiming to prevent the cycle of displacement. Questions in the Financial Impact section of the survey sought to discover how well this housing model was working.

77% of Artspace respondents agree or strongly agree that their live/work unit in an Artspace property is affordable to them. In the write-in comments, Artspace residents said:

- "I have been able to live by myself for the 1st time in 12 years. And now have extra room to create! I am so happy!"
- "I wouldn't be able to provide for myself and young son without this apartment. It's life changing and the first place I've ever had on my own."
- "Living here in Artspace affords me the opportunity to paint and buy food. But most importantly, it has given me a chance to live without stress of wondering how to pay rent due to high rent eating up 70% of my income."
- "My building is the only affordable housing in my neighborhood. I would not be able to afford a two-bedroom unit on my own outside of Artspace. Living in an artist community has created new opportunities to showcase my work and gain new prospective customers."
- "The rent is very affordable. I spend more money on art supplies, canvases etc. than I could otherwise. It's an immense help."

Income from Art/Cultural/Creative Work

39% agree or strongly agree that income from art/cultural/creative work has increased because they live in the building (while 40% are neutral).

- "I couldn't get any work done in my old space because it was too small. It was twice as much money and I couldn't afford basic needs and think about saving for equipment I need to expand my business. Now I can work, and it has changed everything."
- "I am able to save money on rent to produce prints for art shows where I could not afford prior to moving in. Also, I am able to save and purchase art supplies, run a website and have a home office for photo editing."
- "I have been able to shoot in my studio space (green space and video interviews). Using my space has SAVED ME SO MUCH MONEY and my clients money because we don't have to rent out a different studio space."
- "It has allowed me to live in a safe environment while being able to invest my money in my business/studio and hire other people as well."

- “It has given me the ability to network with people in the art scene from a common cultural hub which has led to opportunities which has provided me places to sell my work.”
- “Lots of collaboration with other artists. People have hired me, told me about grants and opportunities, and I have hired other people in the building.”
- “This building has impacted me financially not only because of the affordable rent but also because it allows me to utilize my studio space to showcase items that normally convert into sales from local supporters.”

Planning for the Future

41.5 % agree or strongly agree that they can save and plan for the future as an impact of living in an Artspace building (while 29% are neutral).

- “By living in a low-income building, I have been able to raise my children in a positive environment, save money for the future and build a home. I have lived here for so long, and seen many changes occur to my neighborhood. I’m grateful for the reduced cost of living.”
- “I was able to pay off my student loans from art school. I saved a big emergency fund. My husband was able to build a profitable photography business from zero. We are so appreciative.”
- “Being in a home that is affordable to me has helped me reduce financial stress and allowed me to budget more efficiently. My rent used to take up most of my income, leaving me scrambling to cover basic needs. Artspace has helped me tremendously.”
- “Living in the building has allowed me to move out of my parent’s house and become financially independent. I can work off my loans and pay my bills without issue.”

Write-in comments also provided insights into concerns residents have about potential rent increases (maximum rents are set by the U.S. Department of Housing and Urban Development (HUD)).

Social Impact

In the earlier Artspace studies, it was discovered that co-locating artists together builds community. Artists can network with each other, discover new opportunities, share knowledge, learn new skills from one another, and more. Artspace buildings are designed to



foster social interaction with the inclusion of community space—most often in the form of a ground-floor, multi-use gallery that the residents can program. Professional reputations can also be enhanced by association with an artist community and the overall reputation of the Artspace building. The Social Impact questions in the Thrive-Ability Indicator tested how well Artspace properties foster community today, coast to coast.

Social Support

65% of Artspace residents agree or strongly agree that they feel personally supported by other Artspace residents.

- “Artspace has had the most positive effect in our lives that I think I’ve ever had. My daughter and I truly feel at home. Living here has been so much of what has kept me going, the people here are absolutely beautiful souls, this is winning the lottery in my book.”
- “Artspace is a very open environment and I have made friends easily; friendships that have blossomed as both a result of close proximity and many similarities. I love having friends and neighbors I can collaborate with...”
- “I am delighted to live in a building that not only provides creative community but has a mix of ages! I am a senior and making friends of all ages.”
- “I was sick yesterday and my neighbor brought me gingerale, chicken soup, and crackers.”
- “Our family is socially connected to other families here, our kids practice art, music, dance, etc together.”

Personal Network

74% agree or strongly agree that their network of people has grown.

- “The location of this Artspace has opened up many opportunities for volunteer work within the community and has greatly expanded my social network.”
- “I have met a great deal of very creative individuals! The network of artists in one space is mind-blowing! ... I love it!”
- “I have met artists and musicians from other disciplines and other circles of music that I wouldn't normally interact with. I think that's good for everyone.”

- “I like knowing the other residents in a long-term way. I have known some of my neighbors for 10 years. This encourages a feeling of FAMILY. I always have a choice of interacting, or not, with my Community of Choice.”
- “I’ve been introduced to other cultures.”
- “Met some really cool and talented people. Love having friends who enjoy working on art projects and Halloween events for kids. Learning to improve my own creative abilities as well as sharing what I know. Getting me to interact again.”
- “The network of creatives in my life has been greatly expanded as a result of living in this building. Lots of opportunities to exchange ideas, be inspired by others’ work, cross-pollination between disciplines.”
- “The people I’ve met in this building have changed my life (in a very positive way). I cannot imagine how my life would be without some of the people I’ve met in this building.”

Building Involvement

60% are involved with events and/or resident committee work in their Artspace building.

- “It has given me a venue to connect others together through holding my events/shows etc. I can use it and my practice as a focal point for community development.”
- “It’s inspiring to come home to the community room where there are dance and music rehearsals, classes and other events at which I am often welcome.”
- “The events are amazing and very well organized. The atmosphere is phenomenal.”
- “We have a much deeper/stronger community with our neighbors... We helped start a community alley garden and Loftwalk, which is like a studio tour/party that brings the community together annually. Artspace has also created many other collaboration opportunities.”

Reputation and Respect

68% feel respected as a member of the Artspace community.

- “Dude, so much. I have never had anyone’s belief in me impact my art and my life the way our property manager and exhibition chair have. They are always cheering me on and turning my instincts into confidence and encouragement.”
- “I came here to work and impact my career and level up my studio practice. I have many beautiful, kind and sincere friends and a productive, respected practice.”

- "I have been taken more seriously as an artist when I am able to say that I live/work at an artist residence."
- "We have a great reputation. I'm proud to find when people have heard of us as a community."
- "When clients come to my studio this building makes me look more professional and accomplished as an artist. Helps to open more doors."

The write-in comments of the survey also revealed where some social challenges can arise, including judgment about who in the building is an active artist, rumors, disagreements at committee meetings, and occasional personality conflicts. It also revealed that conflict can arise in community spaces between visual and performing artists due to noise.

Safety & Security

Building codes exist for an essential reason: To promote safety and prevent harm. Though they can be frustrating to artists and owners, it is not in anyone's best interest to turn a blind eye to genuine risks. There are many ad hoc, temporary, and underregulated artist spaces in the cultural ecosystem that, while often full of creativity and talent, are also too often unsafe. The Artspace model prioritizes the creation of affordable, high-quality space that is designed for artistic use while being ADA accessible and code-complaint. Each Artspace building is managed by a local, professional property management company that provides daily on-site presence with staff trained in code compliance. All residents occupy space in accordance with lease agreements that specify what activities are allowed and what activities are prohibited. Artspace buildings are inspected regularly by multiple third parties, including housing finance agencies, tax credit investors, insurance companies and local building code officials to be sure that the building maintains a safe environment. The Safety & Security section of the survey sought to understand how well Artspace addresses these important concerns.

Overall Safety

75% agree or strongly agree that they feel safe in their Artspace building.

- "I feel very safe. The coded entrance doors are handled well, and I can clearly identify visitors. I feel not only personally safe, but for my belongings as well. We don't have a lot of things go missing."
- "I moved into Artspace after my previous home was robbed while I was gigging abroad and living here has given me a sense of security that I haven't been able to enjoy in a long while."
- "In 2009, if you told me I would be living downtown when I grew up, I would have laughed at you- people didn't even go downtown ten years ago. Artspace has pioneered many facets of residential safety in downtown, and I am so grateful."
- "In my previous apartments, I was uneasy because the maintenance men would sometimes not give any notice, which makes you feel like there is no lock on your door. I did not know 95% of my neighbors. Here, I trust my landlady and know all my neighbors. We have great communication."
- "The building itself is very secure. I feel comfortable. I am grateful for the security cameras."

Workspace Safety

85% agree or strongly agree that Artspace live/work housing allows them to work SAFELY in their space.

- "The use of security cameras and keyed access to the building is great. It's a secure building to create art, well lighted outdoors and inside."
- "This studio is my home and my favorite place. I have never experienced a security issue or felt unsafe while here."
- "We love the security, guards, gates, etc. We have very expensive equipment and we don't worry about having it stolen."

Housing Security

76% agree or strongly agree that they feel secure that they have a place to live and work as long as they want.

- "Again, I was homeless. This is kinda awesome."
- "As long as Artspace continues to own this building I feel I will do well."

- “Feel settled for the first time in many years, which is positive for my well-being and creative energy!”
- “I ALWAYS fear losing my home—i.e. fear getting too old or ill as I age and being tossed out. Things have been tough for years pre-moving in here—feel LUCKY to have this place to live and catch my breath.”
- “I don’t feel like I will be priced out of this building and have to move.”
- “I feel, for once, safe from worrying about steep rental increases and being not renewed for no reason. I feel safe and that helps a lot of us who suffer from high anxieties.”
- “While the neighborhood has its challenges, I feel safe inside the building, surrounded by neighbors that I trust. I also feel secure because I can rely on the rents remaining reasonable, tied to the median income ... and thus won’t have to leave the city.”

Future Outlook

67% agree or strongly agree that they feel optimistic about their future because of the stability of their Artspace housing.

- “For me it is affordable. One can think, feel and grow more, when you don’t have to worry about being driven out of your home. There is a community sense of security and safety.”
- “I was born, raised and continue to be inspired by the creatives at Artspace. I look forward to making this a space to live and breathe Art.”
- “I cannot express what a huge mental and creative shift is caused by NOT having to constantly worry about eviction and making rent.”
- “Knowing that the master lease has another 20 years on it and my building will remain low income makes me feel safe. I couldn’t afford market price as the neighborhood has grown, thrived and become so popular...”

Safety Concerns

The write-in comments also revealed that some feel safe in their buildings but not their overall neighborhoods. This was due to events such as theft and break-ins of vehicles/bikes in garages, or other activity on the streets. Other security issues that concerned residents included access by residents given to nonresidents, doors propped open during events, people who don’t shut gates, and people experiencing homelessness sleeping on entry steps.

Artistic/Creative/Cultural Work or Practice

The Artspace model is intended to provide artists opportunities to practice their art form more frequently and potentially earn more income. Artspace live/work units are designed for residents to not only live within, but to also have the additional space to create art on site. Often, there is a community gallery on the ground-floor of the building in which artists can share their work with their peers, as well as the broader public. Many Artspace properties also offer community events from art crawls, exhibitions, and open mics to festivals, holiday traditions, and more. The Artistic/Creative portion of the survey examined the impact of Artspace live/work projects on the resident's artistic work and careers.

Art Production

68% of Artspace respondents agree or strongly agree they are producing more work/practicing more frequently at Artspace.

- “Because of the amount of space I have and the quality of the apartment I have had the time, energy, and resources to improve on my artwork significantly. As well as the room to store more artwork so I can better prepare for the busy tourist season.”
- “Being able to roll out of bed and start painting has been the biggest impact on my work. Always having my art supplies open and ready to use saves time. Lots of available light is priceless.”
- “Living in this Artspace has really allowed me to expand my work in a way that allows me to create larger scale productions. I also have more space to create, build, and develop my work as a dance-based artist due to how much space I have available.”

New Skillsets

61% agree or strongly agree that they have learned new skills or techniques at Artspace.

- “Able to network with other great actors, learn new ways on becoming a successful actor.”
- “I have been wanting to actually use my sewing machine left from my mother and here, I have met fellow residents who do sew and have helped me learn and get some extra funds ...”

- “I found talents I never knew I had. My daughter is 4 and she is able to express herself in a way that is rare to find any more.”

Collaboration

55% agree or strongly agree that they have collaborated on projects with other Artspace artist residents and 64% have shared resources or equipment.

- “I had never painted and a neighbor offered to show me how to use watercolors. Now I am painting, and I never knew I had the ability! We all collaborate quite often!”
- “As writer and activist in the music, arts, cultural economy I have multiple sources of info living in Artspace.”
- “I am learning from being exposed to others’ practices and ways of thinking about art. One of the great diversities of this building is that there are many different ‘art worlds’ here, not just the dominant one that we see in the Whitney, etc. I love that.”
- “I have been able to put large group shows together, work on my work more consistently and have been able to build a small network of outside artists I collaborate with because of the stability of a legitimate live/workspace Artspace provides.”
- “I have wonderful opportunities to talk and share my work with others. I have even learned about gardening and composting due to my neighbors with a green thumb. I hope we can continue to learn and grow from one another in the future.”

Artwork Showcase

72% agree or strongly agree that they have had the opportunity to show their work in their Artspace building.

- “Focused on writing two novels and several short stories, I enjoy ‘reading’ excerpts at our OPEN MIC nights.”
- “Has increased my access to hosting events and showcasing my art dramatically.”
- “Having our own gallery to show in has been such an enormous influence on my art. It is an important part in our lives here. Also our outdoor chalk art wall is fun and brings attention to our building.”
- “I feel pressured (in a good way) to work on my art because I am privileged enough to live in an Artspace building. I have space to work, display, and discuss my art.”

- “I had a couple of art shows on my own in the Artspace gallery. I wouldn't have had the courage if I wasn't living at Artspace.”
- “I have been able to perform and produce events in the adjacent studios, and on Friday art walks that has given me more exposure with less effort.”
- “I have gotten massive commissions and become a more local name because of the exposure Artspace has given me. Additionally, I have the space to crank out large projects on a time crunch when it is required of me.”
- “I participated in an event in the building once and sold some pieces which made me feel very good!”
- “I stepped out of my comfort zone and helped put together an art show last year which is something I had never done before.”
- “It has helped me build confidence in my own abilities as an artist. Just selling my work from the gallery has helped me realize that I can draw an income from my art, and that helps me to continue creating.”
- “I've been able to help produce and promote events on our campus, cultivating community while offering art and entertainment to our wider community.”
- “My folk-dance ensemble can use the building's community room for practices for free, which helps a large group of young people be off the streets and learn something inspiring. I am able to attend literary evening and exhibits in our building and in Seattle's central districts more often.”

Housing Stability

Artspace theorized that, by providing stabilizing, affordable space, gentrification-led displacement will be avoided, and the cultural class will be retained. Survey results confirm this conjecture.

Serving Populations who have Experienced Homelessness and/or Displacement

Artspace projects serve those who have experienced homelessness; and have helped protect others from displacement. 21% of Artspace respondents had experienced homelessness in the five years prior to relocating to their Artspace live/work unit. One respondent said: “I was couch hopping before I moved in. Without this space I would be again. ‘Not Homeless’ may seem like a low bar, but when that's what you're facing ... I cannot stress the impact of this



unit on my life enough." One of Artspace's newest projects—Ola Ka 'Ilima Artspace Lofts in Honolulu, which opened after the survey was administered—has 12 units specifically set aside for families experiencing homelessness.

Other Artspace residents have experienced displacement, with 30% forced to leave their home in the five years prior to relocating. For 75% of the responding artists who had been forced to leave their homes, this was also their primary workspace. The primary reason they were forced to leave their homes (38%) was that they faced a significant rent increase.

Serving the Local Population

Cities are serving their current residents with 66% coming from the same city and 17% even coming from the same neighborhood/area of town. State funds are serving state residents. One respondent said: "Affordable rent has allowed me to stay in my hometown. I'm very, very grateful." Another said: "Without the Artspace building my family could not afford to stay in [this] neighborhood. Rents and mortgages in this area are heavily skewed by the presence of high tier government employees, lobbyists and lawyers. We would definitely be forced to reside far from where most of my work is!" 62% were unlikely/very unlikely to live in the specific neighborhood were it not for the project, however—most would still be in the state (83%). In some cases, Artspace staff believe this is because housing opportunities might not have otherwise been affordable and/or available. Overall, the survey revealed very little national migration with only 8% coming from out of state. Artspace's projects can attract artists to a city or state, however, with 74% of the 207 who relocated from another city doing so specifically for the opportunity of the Artspace building. Artspace projects have public and private partners, and this data supports that their investments are often centered around local housing, local workforces, and job creation. Artspace's live/work housing also helps provide financial stability. Some of the respondents who are considering moving stated it was because they want to own their own home, or they want to move to a different



neighborhood, city, or state. Living in an Artspace project can be a stepping-stone towards wealth building and home ownership.

“THRIVE-ABILITY INDICATOR” KEY FINDINGS

Resulting data of the nationwide 2019 Artspace Resident Survey largely confirms assumptions that Artspace properties are achieving the intended “thrive-ability” benefits for its residents. Based on this data, the survey reveals that the availability of Artspace live/work properties contributes to residents’ socio-economic well-being across the board—through opportunities that would not otherwise be available, because Artspace’s unique live/work units are not otherwise broadly found in the affordable housing marketplace.

Artspace artist live/work housing stabilizes residents in place and affords financial benefits including affordable rent for space to both live in and create artistic work from, as well as the ability to save money for the future and earn more from creative work. One in five of Artspace respondents had experienced homelessness in the five years prior to relocating to an Artspace project, while three in 10 had been forced to leave their home. Out of the three, 75% also lost their primary workspace: home studios. The primary reason artists were forced to leave their homes was that they faced a significant rent increase. More than three quarters of Artspace respondents found their Artspace live/work unit to be affordable, and many felt that they can even save and plan for the future as an impact of living in an Artspace building. Nearly four out of 10 also experienced an increase in income from their creative work, which they attributed as a direct result of living in an Artspace building.

Artspace buildings foster community building, grow artistic reputations, and enhance networking. Six out of 10 respondents felt personally supported by other Artspace residents, and the majority felt respected as community members. Artspace residents felt they had



grown their overall network; and many were also involved with events and/or committee work in their building, actively contributing to the overall community.

Artspace buildings are safe environments. Residents feel safe living in the building overall, and also report that they can safely pursue their creative practices in their arts-appropriate spaces. The majority felt secure that they have a place to live and work as long as they want; and are optimistic about their future because of the stability of their Artspace housing.

Artspace artists are growing their artistic practices within their Artspace building. The space allows for increased production, skill sharing, and collaboration with their artist neighbors; as well as space to present their work in galleries or performance spaces on site. The majority of respondents are producing more work or practicing more frequently at Artspace. They report learning new artistic skills or techniques while at Artspace; collaboration on projects with other Artspace artist residents; and sharing resources or equipment. The majority have also had the opportunity to show their work in their Artspace building.

DISCUSSION & CONCLUSION

Artspace plays a critical role in creating and maintaining healthy arts ecosystems and thriving communities across the country. Analysis of results from Artspace's inaugural nationwide survey reveals that, by providing affordable and sustainable space where creative people can safely live, work, collaborate, raise families, and weave deeper relationships, the results show strong, positive impacts for Artspace live/work residents to thrive financially, socially, and artistically. We have found that Artspace artist housing alleviates displacement of low-income artists and stabilizes them in place, while providing opportunities to increase creative production and earnings in a supportive community of fellow creatives, located in a safe building with culturally appropriate workspace. Artists can



grow their artistic standing, network, learn from one another, collaborate, share their work with the public, and plan and save for the future. Artspace's artist live/workspace directly contributes to the vitality, stability, and resilience of low-income artists and their families, and increases their positive impact within their communities, nationwide.

Comparative Studies

This research dovetails with findings from others working in the field of arts-based community development. A report by Daniel Arnow, "Affordable Housing for Artists in New York City – What are the Challenges?" states:

Places with high concentrations of cultural assets correlate with positive outcomes in social indicators like education, crime and health. With evidence of its widespread benefits, arts and culture has been positioned as a public good ... [Yet] the artist population is vulnerable because of the nature of their work. Wages are low and inconsistent, and the work fluctuates and comes in episodes. These vulnerabilities present specific challenges as it relates to securing long-term, decent and affordable housing.

"Challenges and Recommendations for the Development of Affordable Live/Work Housing for Artists," a study by Enterprise Community Partners, National Resource Network: New Solutions for Cities, states:

Artists and makers are contributors to community well-being, and their presence has spurred community economic development and social improvements. As a creative class, they help to preserve and carry on the culture of a city and the fabric of its neighborhoods.

This effect has been profound in Artspace's home region of Minnesota. In a Nov. 2018 MinnPost article, "How artists build careers, and why Minnesota stands out," economist Ann Markusen wrote:

Among the 30 largest metro areas in the U.S., Los Angeles, New York and San Francisco host the largest contingents of artists in their workforces, followed by five metros hosting 20 to 40 percent more artists than the national average: Washington, D.C.; Seattle; Boston; Minneapolis-St. Paul; and San Diego... Minneapolis-St. Paul posted the highest rate of increase in our artist workforce during the years of the great recession, 2006-09, years when the top three barely held even. What explains Minnesota's growing arts ecology? Our generous arts funders, many artists' centers, our Artspace artist housing and presentation spaces, and our Minnesota State Arts Board's generosity.

Recommendations

Based on Artspace's survey findings, and the research of others, our recommendations for those planning space for the creative sector is as follows:

1. **Test the market demand.** Launch studies to understand the creative sector's space needs and preferences.
2. **Advance equity and inclusion from the beginning, and engage the local artist population** in city planning, development, and real estate decisions throughout the process-- from the early planning stage in which community input informs design decisions, all the way through to marketing and lease-up. Ongoing artist participation results in projects that reflect the community, as well as a sense of resident ownership and leadership in the resulting project.
3. **Invest the time to ensure it serves the community.** Spaces should be affordable, sustainable, accessible, code-compliant, appropriate for artist users; and, when possible, positioned to address broader community goals.
4. **Give equal value to the "software" and "hardware" of the building.** This can take the form of establishing arts-friendly property management policies, resident-led committees, ongoing engagement opportunities, and other community building activities.

5. **Cultivate partnerships with existing arts and community organizations** to strengthen the network of existing assets without duplicating what is already there. Programmatic partners increase the vibrancy of on-site arts activities and connect the building project with the broader needs of the creative community. And if one does not already exist in your city, consider creating an artist-led support organization (for example, Springboard for the Arts in St. Paul and ArtistTrust in Seattle).
6. **Plan for long-term affordability.** Neighborhoods and real estate markets may change, but with proper planning, these buildings can maintain affordability and continue to serve their intended purpose far into the future.
7. **Hire experts if needed.** Artspace's Consulting and Strategic Partnerships team has worked in over 250 cities with artists, arts organizations, and nonprofits to help with creative space initiatives, feasibility studies, arts market studies. To learn about how Artspace does this, and to see Artspace's Consulting page and case studies, visit: www.artspace.org/consulting.
8. Last but certainly not least, **share information and be an advocate.** These types of projects can catalyze other city planning efforts and community-based projects to serve the needs of the creative workforce. This might include creative district overlays that incentivize affordable creative spaces, and housing plans that name artist housing as a goal.



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Artspace's research is based on the development and management of more than 50 arts buildings or campuses around the country. Our recommendations are interwoven in the values and practices we bring to each project (i.e. we follow our own recommendations). We hope that cities, developers, building owners, and arts advocates can utilize this information to inform or inspire the creation, support, and preservation of affordable arts space for the creative sector in more cities, coast to coast.



ADDENDUM: DATA TABLES BY PROPERTY

All properties with 30% or more respondents (statistically relevant) are included in the following pages in this order:

1. Artspace Everett Lofts, Everett, WA
2. Artspace Hamilton Lofts, Hamilton, OH
3. Artspace Hiawatha Lofts, Seattle, WA
4. Artspace Jackson Flats, Minneapolis, MN
5. Artspace Loveland Arts Campus, Loveland, CO
6. Artspace Tannery, Santa Cruz, CA
7. Elgin Artspace Lofts, Elgin, IL
8. Everett Station Lofts, Portland, OR
9. Kaddatz Artist Lofts, Fergus Falls, MN
10. Karcher Artspace Lofts, Waukegan, IL
11. Mesa Artspace Loft, Mesa, AZ
12. Mt. Baker Lofts, Seattle, WA
13. National Hotel Artist Lofts, Galveston, TX
14. Riverside Artist Lofts, Reno, NV
15. Sailboat Bend Artist Lofts, Ft. Lauderdale, FL
16. South Main Artspace Lofts, Memphis, TN
17. TK Artist Lofts, Seattle, WA

Artspace Everett Lofts (Everett, WA)		
Total Units	40	
Total Adults in building	49	
Total Respondents	28	
% by Units	70%	
% by Adults	57%	
<u>How long have you lived in this building:</u>		
1-5 Years:	11	39%
Less than 1 year:	5	18%
6-10 Years:	12	43%
11-15 Years:		0%
16-20 Years:		0%
More than 20:		0%
<u>Age:</u>		
Under 18		0%
18-20:		0%
21-30 :	2	7%
31-40 :	6	21%
41-50:	5	18%
51-60:	4	14%
61-70:	9	32%
71-80:	1	4%
Over 80:	1	4%
<u>Gender:</u>		
Female:	20	71%
Male:	7	25%
Non-Binary:	1	4%
Transgender Female:		0%
Transgender Male:		0%
<u>Total Adults:</u>		
One:	19	68%
Two:	8	29%
Three:	1	4%
Four or more:		0%
<u>Total Children:</u>		
None:	21	75%
One:	4	14%
Two:	3	11%
Three:		0%
Four or more:		0%
<u>Race/Ethnicity:</u>		
Asian American or Asian:	2	7%
Northern African/Middle Eastern	2	7%
Black American/African/Caribbea	1	4%
Hispanic/Latinx/Spanish:		0%
Multiracial/Multiethnic:	2	7%
American Indian/Alaska Native/N	1	4%
Pacific Islander:	1	4%
White/Caucasian:	22	79%

Artspace Hamilton Lofts (Hamilton, OH)		
Total Units	42	
Total Adults in building	50	
Total Respondents	34	
% by Units	81%	
% by Adults	68%	
<u>How long have you lived in this building:</u>		
1-5 Years:	28	82%
Less than 1 year:	6	18%
6-10 Years:		0%
11-15 Years:		0%
16-20 Years:		0%
More than 20:		0%
<u>Age:</u>		
Under 18		0%
18-20:	1	3%
21-30 :	10	29%
31-40 :	10	29%
41-50:	2	6%
51-60:	5	15%
61-70:	6	18%
71-80:	0	0%
Over 80:		0%
<u>Gender:</u>		
Female:	22	65%
Male:	11	32%
Non-Binary:	1	3%
Transgender Female:	0	0%
Transgender Male:	0	0%
<u>Total Adults:</u>		
One:	22	65%
Two:	11	32%
Three:	1	3%
Four or more:	0	0%
<u>Total Children:</u>		
None:	27	79%
One:	6	18%
Two:	0	0%
Three:	0	0%
Four or more:	1	3%
<u>Race/Ethnicity:</u>		
Asian American or Asian:	1	3%
Northern African/Middle Eastern	0	0%
Black American/African/Caribbea	4	12%
Hispanic/Latinx/Spanish:	0	0%
Multiracial/Multiethnic:	2	6%
American Indian/Alaska Native/N	0	0%
Pacific Islander:	0	0%
White/Caucasian:	27	79%

Artspace Hiawatha Lofts (Seattle, WA)		
Total Units	61	
Total Adults in building	67	
Total Respondents	42	
% by Units	69%	
% by Adults	63%	
<u>How long have you lived in this building:</u>		
1-5 Years:	15	36%
Less than 1 year:	4	10%
6-10 Years:	16	38%
11-15 Years:	7	17%
16-20 Years:		0%
More than 20:		0%
<u>Age:</u>		
Under 18		
18-20:		0%
21-30 :	2	5%
31-40 :	8	19%
41-50:	11	26%
51-60:	8	19%
61-70:	9	21%
71-80:	4	10%
Over 80:		0%
<u>Gender:</u>		
Female:	23	55%
Male:	15	36%
Non-Binary:	4	10%
Transgender Female:		0%
Transgender Male:		0%
<u>Total Adults:</u>		
One:	32	76%
Two:	10	24%
Three:		0%
Four or more:		0%
<u>Total Children:</u>		
None:	39	93%
One:	3	7%
Two:		0%
Three:		0%
Four or more:		0%
<u>Race/Ethnicity:</u>		
Asian American or Asian:	1	2%
Northern African/Middle	1	2%
Black American/African/C	2	5%
Hispanic/Latinx/Spanish:	1	2%
Multiracial/Multiethnic:	1	2%
American Indian/Alaska Native/Native		0%
Pacific Islander:		0%
White/Caucasian:	34	81%

Artspace Jackson Flats (Minneapolis, MN)		
Total Units	35	
Total Adults in building	53	
Total Respondents	22	
% by Units	63%	
% by Adults	42%	
<u>How long have you lived in this building:</u>		
1-5 Years:	12	55%
Less than 1 year:	7	32%
6-10 Years:	3	14%
11-15 Years:		0%
16-20 Years:		0%
More than 20:		0%
<u>Age:</u>		
Under 18		0%
18-20:	0	0%
21-30 :	6	27%
31-40 :	9	41%
41-50:	4	18%
51-60:	1	5%
61-70:	1	5%
71-80:	1	5%
Over 80:		0%
<u>Gender:</u>		
Female:	14	64%
Male:	7	32%
Non-Binary:	1	5%
Transgender Female:	0	0%
Transgender Male:	0	0%
<u>Total Adults:</u>		
One:	9	41%
Two:	10	45%
Three:	2	9%
Four or more:	1	5%
<u>Total Children:</u>		
None:	16	73%
One:	2	9%
Two:	4	18%
Three:	0	0%
Four or more:	0	0%
<u>Race/Ethnicity:</u>		
Asian American or Asian:	1	5%
Northern African/Middle Eastern A	0	0%
Black American/African/Caribbean	1	5%
Hispanic/Latinx/Spanish:	1	5%
Multiracial/Multiethnic:	1	5%
American Indian/Alaska Native/Na	0	0%
Pacific Islander:	0	0%
White/Caucasian:	19	86%

Artspace Loveland Arts Campus (Loveland, CO)		
Total Units	30	
Total Adults in building	41	
Total Respondents	19	
% by Units	63%	
% by Adults	46%	
How long have you lived in this building:		
1-5 Years:	18	95%
Less than 1 year:	1	5%
6-10 Years:	0	0%
11-15 Years:		0%
16-20 Years:		0%
More than 20:		0%
Age:		
Under 18	0	0%
18-20:	0	0%
21-30 :	5	26%
31-40 :	1	5%
41-50:	2	11%
51-60:	2	11%
61-70:	6	32%
71-80:	3	16%
Over 80:		0%
Gender:		
Female:	11	58%
Male:	8	42%
Non-Binary:	0	0%
Transgender Female:	0	0%
Transgender Male:	0	0%
Total Adults:		
One:	12	63%
Two:	7	37%
Three:	0	0%
Four or more:	0	0%
Total Children:		
None:	16	84%
One:	3	16%
Two:	0	0%
Three:	0	0%
Four or more:	0	0%
Race/Ethnicity:		
Asian American or Asian:	0	0%
Northern African/Middle Eastern A	0	0%
Black American/African/Caribbean:	0	0%
Hispanic/Latinx/Spanish:	1	5%
Multiracial/Multiethnic:	0	0%
American Indian/Alaska Native/Nat	0	0%
Pacific Islander:	0	0%
White/Caucasian:	18	95%

Artspace Tannery (Santa Cruz, CA)		
Total Units	100	
Total Adults in building	170	
Total Respondents	35	
% by Units	35%	
% by Adults	21%	
How long have you lived in this building:		
1-5 Years:	8	23%
Less than 1 year:	3	9%
6-10 Years:	22	63%
11-15 Years:	2	6%
16-20 Years:		0%
More than 20:		0%
Age:		
Under 18	2	6%
18-20:	1	3%
21-30 :	1	3%
31-40 :	6	17%
41-50:	10	29%
51-60:	6	17%
61-70:	6	17%
71-80:	3	9%
Over 80:		0%
Gender:		
Female:	23	66%
Male:	9	26%
Non-Binary:	3	9%
Transgender Female:		0%
Transgender Male:		0%
Total Adults:		
One:	13	37%
Two:	11	31%
Three:	6	17%
Four or more:	5	14%
Total Children:		
None:	24	69%
One:	5	14%
Two:	3	9%
Three:	2	6%
Four or more:	1	3%
Race/Ethnicity:		
Asian American or Asian:		0%
Northern African/Middle Eastern Amer		0%
Black American/African/Carib	2	6%
Hispanic/Latinx/Spanish:	4	11%
Multiracial/Multiethnic:	3	9%
American Indian/Alaska Native/Native		0%
Pacific Islander:		0%
White/Caucasian:	28	80%

Elgin Artspace Lofts (Elgin, IL)		
Total Units	55	
Total Adults in building	70	
Total Respondents	33	
% by Units	60%	
% by Adults	47%	
How long have you lived in this building:		
1-5 Years:	12	36%
Less than 1 year:	12	36%
6-10 Years:	9	27%
11-15 Years:		0%
16-20 Years:		0%
More than 20:		0%
Age:		
Under 18		
18-20:		0%
21-30 :	11	33%
31-40 :	6	18%
41-50:	7	21%
51-60:	3	9%
61-70:	5	15%
71-80:	1	3%
Over 80:		
Gender:		
Female:	17	52%
Male:	12	36%
Non-Binary:	2	6%
Transgender Female:		0%
Transgender Male:	2	6%
Total Adults:		
One:	24	73%
Two:	4	12%
Three:	5	15%
Four or more:		
Total Children:		
None:	26	79%
One:	4	12%
Two:	3	9%
Three:		0%
Four or more:		0%
Race/Ethnicity:		
Asian American or Asian:		0%
Northern African/Middle Eastern	1	3%
Black American/African/Caribbea	7	21%
Hispanic/Latinx/Spanish:	6	18%
Multiracial/Multiethnic:	1	3%
American Indian/Alaska Native/N	1	3%
Pacific Islander:		0%
White/Caucasian:	23	70%

Everett Station Lofts (Portland, OR)		
Total Units	47	
Total Adults in building	57	
Total Respondents	18	
% by Units	38%	
% by Adults	32%	
How long have you lived in this building:		
1-5 Years:	7	39%
Less than 1 year:	2	11%
6-10 Years:	5	28%
11-15 Years:	4	22%
16-20 Years:		0%
More than 20:		0%
Age:		
Under 18		0%
18-20:		0%
21-30 :	3	17%
31-40 :	3	17%
41-50:	7	39%
51-60:	3	17%
61-70:	2	11%
71-80:		0%
Over 80:		0%
Gender:		
Female:	7	39%
Male:	9	50%
Non-Binary:	2	11%
Transgender Female:		0%
Transgender Male:		0%
Total Adults:		
One:	10	56%
Two:	8	44%
Three:		0%
Four or more:		0%
Total Children:		
None:	18	100%
One:		0%
Two:		0%
Three:		0%
Four or more:		0%
Race/Ethnicity:		
Asian American or Asian:	1	6%
Northern African/Middle Eastern American or		0%
Black American/African/Caribbean:		0%
Hispanic/Latinx/Spanish:	1	6%
Multiracial/Multiethnic:	2	11%
American Indian/Alaska Native/Native Hawaii		0%
Pacific Islander:		0%
White/Caucasian:	15	83%

Kaddatz Artist Lofts (Fergus Falls, MN)		
Total Units		8
Total Adults in building		10
Total Respondents		4
% by Units		50%
% by Adults		40%
How long have you lived in this building:		
1-5 Years:		0%
Less than 1 year:	1	25%
6-10 Years:		0%
11-15 Years:	2	50%
16-20 Years:	1	25%
More than 20:		0%
Age:		
Under 18		0%
18-20:		0%
21-30 :		0%
31-40 :	1	25%
41-50:		0%
51-60:		0%
61-70:	3	75%
71-80:		0%
Over 80:		0%
Gender:		
Female:	3	75%
Male:	1	25%
Non-Binary:		0%
Transgender Female:		0%
Transgender Male:		0%
Total Adults:		
One:	4	100%
Two:		0%
Three:		0%
Four or more:		0%
Total Children:		
None:	3	75%
One:	1	25%
Two:		0%
Three:		0%
Four or more:		0%
Race/Ethnicity:		
Asian American or Asian:		0%
Northern African/Middle Eastern American		0%
Black American/African/Caribbean:		0%
Hispanic/Latinx/Spanish:		0%
Multiracial/Multiethnic:		0%
American Indian/Alaska Native/Native Haw		0%
Pacific Islander:		0%
White/Caucasian:	4	100%

Karcher Artspace Lofts (Waukegan, IL)		
Total Units		36
Total Adults in building		42
Total Respondents		16
% by Units		44%
% by Adults		38%
How long have you lived in this building:		
1-5 Years:	9	56%
Less than 1 year:	3	19%
6-10 Years:	4	25%
11-15 Years:		0%
16-20 Years:		0%
More than 20:		0%
Age:		
Under 18		
18-20:	1	6%
21-30 :	8	50%
31-40 :	4	25%
41-50:	1	6%
51-60:	1	6%
61-70:		0%
71-80:	1	6%
Over 80:		
Gender:		
Female:	10	63%
Male:	4	25%
Non-Binary:		0%
Transgender Female:		0%
Transgender Male:	2	13%
Total Adults:		
One:	10	63%
Two:	5	31%
Three:	1	6%
Four or more:		
Total Children:		
None:	15	94%
One:		0%
Two:	1	6%
Three:		0%
Four or more:		0%
Race/Ethnicity:		
Asian American or Asian:		0%
Northern African/Middle Eastern	2	13%
Black American/African/Caribbea	2	13%
Hispanic/Latinx/Spanish:	5	31%
Multiracial/Multiethnic:	6	38%
American Indian/Alaska Native/Native Hawaii		0%
Pacific Islander:	1	6%
White/Caucasian:	4	25%

Mesa Artspace Lofts (Mesa, AZ)		
Total Units	50	
Total Adults in building	75	
Total Respondents	23	
% by Units	46%	
% by Adults	31%	
<u>How long have you lived in this building:</u>		
1-5 Years:	17	74%
Less than 1 year:	6	26%
6-10 Years:		0%
11-15 Years:		
16-20 Years:		
More than 20:		
<u>Age:</u>		
Under 18		0%
18-20:		0%
21-30 :	6	26%
31-40 :	5	22%
41-50:	6	26%
51-60:	3	13%
61-70:	2	9%
71-80:		0%
Over 80:		0%
<u>Gender:</u>		
Female:	17	74%
Male:	5	22%
Non-Binary:	1	4%
Transgender Female:		0%
Transgender Male:		0%
<u>Total Adults:</u>		
One:	15	65%
Two:	6	26%
Three:	1	4%
Four or more:	1	4%
<u>Total Children:</u>		
None:	16	70%
One:	4	17%
Two:	0	0%
Three:	2	9%
Four or more:	1	4%
<u>Race/Ethnicity:</u>		
Asian American or Asian:	0	0%
Northern African/Middle Eastern Ame	0	0%
Black American/African/Caribbean:	2	9%
Hispanic/Latinx/Spanish:	3	13%
Multiracial/Multiethnic:	2	9%
American Indian/Alaska Native/Native	0	0%
Pacific Islander:	1	4%
White/Caucasian:	20	87%

Mt. Baker Lofts (Seattle, WA)		
Total Units	57	
Total Adults in building	109	
Total Respondents	46	
% by Units	81%	
% by Adults	42%	
<u>How long have you lived in this building:</u>		
1-5 Years:	39	85%
Less than 1 year:	6	13%
6-10 Years:	1	2%
11-15 Years:		
16-20 Years:		
More than 20:		
<u>Age:</u>		
Under 18		0%
18-20:		0%
21-30 :	9	20%
31-40 :	18	39%
41-50:	10	22%
51-60:	3	7%
61-70:	5	11%
71-80:	1	2%
Over 80:		0%
<u>Gender:</u>		
Female:	23	50%
Male:	21	46%
Non-Binary:	1	2%
Transgender Female:	0	0%
Transgender Male:	1	2%
<u>Total Adults:</u>		
One:	34	74%
Two:	9	20%
Three:	3	7%
Four or more:	0	
<u>Total Children:</u>		
None:	41	89%
One:	3	7%
Two:	2	4%
Three:	0	
Four or more:	0	
<u>Race/Ethnicity:</u>		
Asian American or Asian:	7	15%
Northern African/Middle Eastern Ameri		0%
Black American/African/Car	6	13%
Hispanic/Latinx/Spanish:	5	11%
Multiracial/Multiethnic:	5	11%
American Indian/Alaska Nat	1	2%
Pacific Islander:	1	2%
White/Caucasian:	28	61%

National Hotel Artist Lofts (Galveston, TX)		
Total Units	27	
Total Adults in building	46	
Total Respondents	21	
% by Units	78%	
% by Adults	46%	
How long have you lived in this building:		
1-5 Years:	13	62%
Less than 1 year:	4	19%
6-10 Years:	3	14%
11-15 Years:	1	5%
16-20 Years:		0%
More than 20:		0%
Age:		
Under 18		
18-20:		0%
21-30 :	3	14%
31-40 :	4	19%
41-50:	7	33%
51-60:	3	14%
61-70:	3	14%
71-80:	1	5%
Over 80:		0%
Gender:		
Female:	10	48%
Male:	10	48%
Non-Binary:	1	5%
Transgender Female:		0%
Transgender Male:		0%
Total Adults:		
One:	9	43%
Two:	12	57%
Three:		0%
Four or more:		0%
Total Children:		
None:	19	90%
One:	2	10%
Two:		0%
Three:		0%
Four or more:		0%
Race/Ethnicity:		
Asian American or Asian:		0%
Northern African/Middle Eastern American or		0%
Black American/African/Caribbean:		0%
Hispanic/Latinx/Spanish:	2	10%
Multiracial/Multiethnic:	1	5%
American Indian/Alaska Native/Native Hawaii		0%
Pacific Islander:		0%
White/Caucasian:	17	81%

Riverside Artist Lofts (Reno, NV)		
Total Units	35	
Total Adults in building	40	
Total Respondents	19	
% by Units	54%	
% by Adults	48%	
How long have you lived in this building:		
1-5 Years:	4	21%
Less than 1 year:	1	5%
6-10 Years:	5	26%
11-15 Years:	1	5%
16-20 Years:	8	42%
More than 20:		0%
Age:		
Under 18		
18-20:		0%
21-30 :	2	11%
31-40 :	3	16%
41-50:		0%
51-60:	5	26%
61-70:	5	26%
71-80:	3	16%
Over 80:	1	5%
Gender:		
Female:	14	74%
Male:	5	26%
Non-Binary:		0%
Transgender Female:		0%
Transgender Male:		0%
Total Adults:		
One:	10	53%
Two:	6	32%
Three:	3	16%
Four or more:		0%
Total Children:		
None:	18	95%
One:	1	5%
Two:		0%
Three:		0%
Four or more:		0%
Race/Ethnicity:		
Asian American or Asian:		0%
Northern African/Middle Eastern American or		0%
Black American/African/Caribbean:		0%
Hispanic/Latinx/Spanish:		0%
Multiracial/Multiethnic:		0%
American Indian/Alaska Native/Native Hawaii		0%
Pacific Islander:		0%
White/Caucasian:	19	100%

Sailboat Bend Artist Lofts (Ft. Lauderdale, FL)		
Total Units	37	
Total Adults in building	44	
Total Respondents	20	
% by Units	54%	
% by Adults	45%	
<u>How long have you lived in this building:</u>		
1-5 Years:	10	50%
Less than 1 year:	2	10%
6-10 Years:	6	30%
11-15 Years:	2	10%
16-20 Years:		
More than 20:		
<u>Age:</u>		
Under 18		
18-20:		0%
21-30 :	1	5%
31-40 :	7	35%
41-50:	6	30%
51-60:	3	15%
61-70:	3	15%
71-80:		0%
Over 80:		
<u>Gender:</u>		
Female:	9	45%
Male:	10	50%
Non-Binary:	1	5%
Transgender Female:		0%
Transgender Male:		0%
<u>Total Adults:</u>		
One:	12	60%
Two:	7	35%
Three:	1	5%
Four or more:		
<u>Total Children:</u>		
None:	17	85%
One:	3	15%
Two:		0%
Three:		0%
Four or more:		0%
<u>Race/Ethnicity:</u>		
Asian American or Asian:		0%
Northern African/Middle Eastern America	1	5%
Black American/African/Caribbean:	3	15%
Hispanic/Latinx/Spanish:	4	20%
Multiracial/Multiethnic:	2	10%
American Indian/Alaska Native/Native Hawaiian:		0%
Pacific Islander:		0%
White/Caucasian:	11	55%

South Main Artspace Lofts (Memphis, TN)		
Total Units	63	
Total Adults in building	61	
Total Respondents	53	
% by Units	84%	
% by Adults	87%	
<u>How long have you lived in this building:</u>		
1-5 Years:	26	49%
Less than 1 year:	27	51%
6-10 Years:		0%
11-15 Years:		
16-20 Years:		
More than 20:		
<u>Age:</u>		
Under 18		0%
18-20:	1	2%
21-30 :	26	49%
31-40 :	10	19%
41-50:	10	19%
51-60:	3	6%
61-70:	3	6%
71-80:	0	0%
Over 80:		0%
<u>Gender:</u>		
Female:	25	47%
Male:	26	49%
Non-Binary:	2	4%
Transgender Female:		0%
Transgender Male:		0%
<u>Total Adults:</u>		
One:	49	92%
Two:	3	6%
Three:	1	2%
Four or more:		0%
<u>Total Children:</u>		
None:	46	87%
One:	3	6%
Two:	3	6%
Three:	1	2%
Four or more:		0%
<u>Race/Ethnicity:</u>		
Asian American or Asian:	0	0%
Northern African/Middle Eas	0	0%
Black American/African/Cari	43	81%
Hispanic/Latinx/Spanish:	1	2%
Multiracial/Multiethnic:	0	0%
American Indian/Alaska Nati	0	0%
Pacific Islander:	0	0%
White/Caucasian:	9	17%

TK Artist Lofts (Seattle, WA)		
Total Units		50
Total Adults in building		57
Total Respondents		23
% by Units		46%
% by Adults		40%
<u>How long have you lived in this building:</u>		
1-5 Years:	6	14%
Less than 1 year:	3	7%
6-10 Years:	3	7%
11-15 Years:	11	26%
16-20 Years:		0%
More than 20:		0%
<u>Age:</u>		
Under 18		
18-20:		0%
21-30 :	1	2%
31-40 :	5	12%
41-50:	7	17%
51-60:	5	12%
61-70:	4	10%
71-80:	1	2%
Over 80:		0%
<u>Gender:</u>		
Female:	16	38%
Male:	6	14%
Non-Binary:		0%
Transgender Female:		0%
Transgender Male:	1	2%
<u>Total Adults:</u>		
One:	10	24%
Two:	10	24%
Three:	3	7%
Four or more:		0%
<u>Total Children:</u>		
None:	17	40%
One:	6	14%
Two:		0%
Three:		0%
Four or more:		0%
<u>Race/Ethnicity:</u>		
Asian American or Asian:	3	7%
Northern African/Middle Eastern	1	2%
Black American/African/Caribbea	2	5%
Hispanic/Latinx/Spanish:	1	2%
Multiracial/Multiethnic:	1	2%
American Indian/Alaska Native/Native Ha		0%
Pacific Islander:		0%
White/Caucasian:	15	36%

WHO IS AN ARTIST?

Artspace's definition of a creative is very broad. An "artist" is a person who has a demonstrable commitment to the arts or a creative pursuit? While the term is broad and varies from community to community, if affordable housing is utilized in a project, all "artists" must still qualify for that housing by income. An artist is:

- A person who works in or is skilled in any of the fine arts, including but not limited to **painting, drawing, sculpture, book art, mixed-media and print-making.**
- A person who creates imaginative works of aesthetic value, including but not limited to **film, video, digital media works, literature, costume design, photography, architecture and music composition.**
- A person who creates functional art, including but not limited to **jewelry, rugs, decorative screens and grates, furniture, pottery, toys and quilts.**
- A performer, including but not limited to **singers, musicians, dancers, actors and performance artists.**
- In all culturally significant practices, including a **designer, technician, tattoo artist, hairdresser, chef/culinary artist, craftsperson, teacher or administrator** who is dedicated to using their expertise within the community to support, promote, present, and/or teach and propagate their art form through events, activities, performances and classes.

PRELIMINARY FEASIBILITY STUDY

A Preliminary Feasibility Study is the first step in understanding how an affordable arts development project can move forward within the context of a community's unique needs, assets, sites, leaders, and resources. Central to this step is the Preliminary Feasibility Visit, in which Artspace visits the community to gather information, connect with local stakeholders, and share information about how these projects come together. With this approach, Artspace works to encourage community dialogue and build general support for the creation of affordable space for the arts sector.

As part of this fact-finding process, the Artspace team meets with artists, city officials, funders, and other stakeholders. They look at potential properties and hold a public meeting to welcome community participation, answer questions, and generate buzz.

WHO MIGHT BENEFIT:

- City Governments/Civic Organizations
- Arts and Cultural Organizations
- Downtown Organizations

WHAT IS INCLUDED:

- Consulting phone/email time in preparation for the visit, including review of invitation lists, agenda, and potential building/sites, and past studies
- Original Artspace materials to assist in preparing and sharing information regarding the visit
- Two-day visit to facilitate focus groups, tour potential sites, hear from the local community, and present at a public meeting
- Written report summarizing Artspace's findings and recommended next steps

THERE ARE SIX AREAS TO EXPLORE:



Chicago Ave Fire Arts Center, Minneapolis, MN // Photo Credit: Fred Panache

WHAT TO EXPECT FROM A TYPICAL PELIMINARY FEASIBILITY VISIT

Each visit is customized to meet the needs of the community and project. Unique meetings/events suitable to the community's needs may be substituted.

EXAMPLE AGENDA

DAY 1

- Site Tour
 - Tour potential sites/buildings & existing creative spaces and arts communities
- Artists & Arts Organizations Focus Group (Can also take place virtually ahead of the visit)
- Dinner with Core Group

DAY 2

- Continuation of Site Tour
- Equity in Space Lunch: Meeting with Cultural Leaders
- Civic and Finance Leadership Focus Group
- Public Meeting

DAY 3 (1/2 Day)

- Working Lunch: Debrief and Next Steps with Core Group

WHAT YOU GET FROM A PRELIMINARY FEASIBILITY STUDY

- A preliminary feasibility study provides your community a better understanding of your creative economy and what can be done to support it generally and in terms of space. At the conclusion of a Preliminary Feasibility Study, Artspace outlines recommendations for next steps tailored in continuing down the path towards an Artspace project. The report will also include broader recommendations that can range from strategies for working with local developers/land owners to create more creative space, to forming an arts council to give the creative sector a more formal voice in your community's civic process. Artspace is committed to leaving each community with a better understanding of how they can grow their creative sector and address space needs and shortages, in order to support artists/creatives, an integral part of any community.

NEXT STEPS: FEASIBILITY II

- The next step in the path to an Artspace Project is **Feasibility II**. In response to the challenges and opportunities discovered in this initial phase, Artspace will design the next scope of work with the objective of advancing your community's project readiness.
- During Feasibility II, Artspace's Property Development team works closely with Artspace Consulting to assess priority sites and evaluate funding and financing sources in greater depth.

There is no "failing" during a Preliminary Feasibility Study - only discovering opportunities. Whether those opportunities are physical buildings & space or new relationships between artists, business, and civic leaders, taking the time to evaluate your creative sector is an invaluable planning tool to help



artspace

SCOPE OF WORK



Clockwise from top: Artspace Bell Campus, New Orleans, LA; Artspace Elgin Lofts, Elgin, IL



OFFICES: Minneapolis / New York City / Washington D.C.

250 Third Avenue North, Suite 400, Minneapolis MN 55401
P 612.333.9012 F 612.333.9089 ARTSPACE.ORG

Artspace Preliminary Feasibility Study

The *Portsmouth Arts and Cultural Commission* has invited Artspace to submit a proposal for Artspace's Preliminary Feasibility Study of an arts development project, including live/work housing for artists. The purpose of this scope of work ("Purpose") is to help *Portsmouth Arts and Cultural Commission* understand the potential to create a successful, affordable, self-sustaining facility (the "Project") in *Portsmouth, New Hampshire*. The full feasibility study is conducted via two phases. It is recommended to approach this study altogether, but it can be carried out as two separate phases if preferred.

Phase I is designed to explore and analyze the six components of community-led development that Artspace uses to determine the feasibility of a future arts development project. The components include: project concept, potential sites, creative sector, funding and financing, local leadership, and alignment with broader community goals. The process engages key stakeholders through focus groups and a public meeting and is co-designed by a cross-sector team of Cleveland Heights' local leaders who work closely with the Artspace team. Artspace's report includes recommendations to strengthen Cleveland Heights' creative sector and outlines practical steps to move the community's preferred project concept forward.

Phase II delves into the findings from Phase I to address any of the six components that need additional analysis and develop a plan towards predevelopment in tandem with Artspace's development team. Phase II is highly customized and is designed to respond to the information gathered to date and facilitate necessary one on one conversations and small group discussions with key local and regional partners. Main objectives of Phase II are to determine what available site(s) could accommodate the project concept determined in Phase I and identify the various funding and financing tools that would be available for the site(s).

Each phase includes an in-person visit by Artspace Consulting staff. A member of Artspace's Development Team will join for Phase II.

Phase I

1. Visit I Preparation.

- a. Assign two Artspace Consulting staff as project leads.
- b. Work with *Karen Rosania* or (assignee) to identify 6-8 local individuals to help carry out the study (the "Core Group").
- c. Conduct two virtual calls with the Core Group:

- i. Kick-off call to meet the Core Group, review visit preparation materials, and articulate goals for the visit. Artspace will share access to a SharePoint workspace of information, tools, and examples to help with planning and preparation that we will review during this call. Set dates and customize the visit agenda based on the example agenda Artspace provides. The visit will include a number of focus groups, existing creative asset tours, potential development site tours, and a public meeting.
 - ii. Pre-visit check-in call, approximately one week before the visit and/or start of focus groups, to review finalized visit details and answer any questions.
- d. Provide Core Group with preparation materials, including a sample agenda, suggested participants, meeting planning tips, and example promotional materials.
- e. Review existing market, redevelopment pipeline, cultural planning, city planning or other appropriate available studies.
- f. Review relevant materials about the community prior to the visit, including site map(s), concept write-ups, or floor plans.
- g. Prepare a slideshow presentation that provides background on Artspace and prompts discussion during the focus groups and public meeting.
- h. Artspace uses Menti.com, a platform for interactive (typed) feedback, during focus groups and public meetings. The use of Menti.com will require participants have web access through a handheld device or computer for full participation.
- i. Confirm travel dates and provide arrival/departure times.
- j. Communicate via email or phone to assist Core Group with visit preparation, as needed.
- k. Provide phone or email interviews with local press, as requested.

2. Visit I.

- a. ***Focus Group 1: Artists and Arts Organizations.*** Held virtually one-two weeks ahead of the in-person visit.
 - i. Artists, Creatives, and Arts Organizations. e.g. A diverse cross section of people working in the arts, creative and cultural industries, and arts-compatible community organizations. Participants should represent a diversity of perspectives in terms of arts discipline, career stage, age, ethnic and cultural background, as well as a balance between individual artists and organizations. This meeting focuses on articulating the project concept, understanding the market for a new arts facility (live/work housing, private studio space, shared makerspace, etc.), and collecting feedback about the creative sector's current assets, challenges, and opportunities.
- b. Travel to *Portsmouth* for one, two and a half-day visit, by Artspace Consulting staff (the "Visit"). The total fee is inclusive of all travel expenses including hotel accommodations, car rental, Artspace staff meals, and travel time.
- c. **Tour of 4-5 potential project sites** for new construction or adaptive reuse. This tour should also include a tour of existing arts districts, assets, and facilities, as well as a general tour of the priority area(s) under consideration for this Project.
- d. ***Focus Group 2: Equity in Space conversation*** with diverse leaders and artists identifying as Black, Indigenous or as a Person of Color (BIPOC), LGBTQIA+, or other historically marginalized communities. The conversation and breakout sessions focus on issues relating to access and equity in creative spaces.
- e. ***Focus Group 3: Civic/Finance Leaders.*** The meeting includes a short presentation to introduce the Artspace model and civic involvement. Artspace will facilitate a discussion around current local initiatives, complementary community goals that could align with an Artspace project, public/private funding sources for development, and potential partners/tenants/programs that will bolster the project's community impact. The focus group educates attendees about arts facility development, elicits feedback on the project concept, and provides a platform for questions, concerns, and support. The following stakeholder groups should be invited to this discussion:
 - i. **Civic Leadership.** e.g. Key city, county and/or state staff, and elected officials, as well as leaders from other community groups,

such as a chamber of commerce, tourism board, main street organization, and Rotary Club, etc.

- ii. **Funding and Financing Leadership** e.g. Local public and private funders, economic development officials, nonprofit developers, and representatives from local banks and businesses.

- f. **Host a public meeting** of the community's choosing. The format for this meeting is up to the Core Group. Most typically, the public meeting includes a presentation slideshow about Artspace's model and the proposed project, as well as a facilitated Q&A session to receive community input and answer questions. Other examples include: a community open house with tables and exercises to receive input from the broader community or a happy hour meet and greet format with artists in a creative space in the community for deeper conversation with a selected group.

- g. **Wrap-up meeting with the Core Group** to discuss the project concept, answer questions, and share initial impressions from the Visit.

3. Post-Visit

- a. Perform any necessary additional research or virtual conversations with key stakeholders.
- b. Write a Preliminary Feasibility Report based on the six components of an Artspace project and deliver first draft 6-8 weeks after the final focus group.
- c. Facilitate a conference call with Core Group to discuss draft report, next steps, and suggested revisions. If Core Group is unavailable for a call, it may choose to compile edits from the group into one document and share via email.
- d. Finalize and deliver final report 2-3 weeks after receiving one consolidated round of Core Group edits. If edits are not received within 4 weeks of delivery of draft report, Artspace will independently finalize and deliver the final report.

Deliverable:

- Preliminary Feasibility Report

Phase II

1. Visit II Preparation.

- a. Work with *Karen Rosania* or (assignee) to establish the Core Group for this phase. This may be the same group as Phase I or it may include different local leaders.
- b. Conduct two conference calls with the Core Group:
 - i. Discuss findings from Phase I, articulate goals for Phase II, choose dates, and set visit agenda.
 - ii. Pre-visit check-in call, approximately one week before the visit and/or start of focus groups, to review visit details and answer any questions.
- c. Provide Core Group with preparation materials, including a sample agenda, timeline, and suggested participants.
- d. Prepare a presentation of findings PowerPoint that provides an overview of Artspace's findings and recommendations from Phase I and prompts discussion during meetings.
- e. Confirm travel dates and provide arrival/departure times.
- f. Communicate via email or phone to assist Core Group with visit preparation, as needed.
- g. Provide phone or email interviews with local press, as requested.

2. Visit II.

- a. Hold a small group meeting with relevant arts organizations, creative businesses, and nonprofits to understand their future space needs in more detail and discuss opportunities to partner in a future development. Organizations and businesses to be selected based on Phase I findings.
- b. Host a charrette-style public meeting to accomplish the following:
 - i. Present and release the Preliminary Feasibility Report.
 - ii. Solicit feedback on recommendations via discussion and the Mentimeter interactive tool.

- iii. Provide tabling and networking opportunities for artists, arts organizations, service organizations, and *Portsmouth*.
- c. Hold a meeting with City Planning and/or Economic Development staff, as well as the City's redevelopment authority (if applicable), to further evaluate priority site(s), including how the top site(s) would align with the Qualified Allocation Plan (QAP) for the *New Hampshire's* Low Income Housing Tax Credit (LIHTC) program, and discuss additional funding sources.
- d. Meet with representatives from the *[state]*'s housing development authority to discuss LIHTC and other funding sources. This can be done virtually prior to or following the visit if representatives are not based in or able to travel to *Portsmouth*.
- e. As deemed relevant, hold meetings with local nonprofit developers and lenders to discuss state and regional funding sources.
- f. Meet with local and/or state philanthropic entities, as identified during Phase I, to discuss support for the project and predevelopment funding. This can be done virtually prior to or following the visit if representatives are not based in *Portsmouth*.
- g. Discuss predevelopment agreement in greater detail with the City.
- h. Hold other relevant meetings as needed either in-person, if time allows, or virtually after the visit.

Deliverables:

- LIHTC self-scoring results for priority sites
- Overview of current opportunities and challenges for moving a potential project forward, as well as next steps
- Draft predevelopment agreement (if applicable)

Budget, Timelines and Fee Disbursements

Budget

The fee for the proposed scope is \$65,000. This flat fee includes staff time, deliverables, travel expenses, Artspace staff meals, and travel time. For additional services, Artspace charges \$300 per hour for its consulting work.

Timeline and Fee Disbursement

The proposed scope is designed for Phase I and Phase II to be completed over an 8-12-month period.

The fee would be invoiced in four equal installments, with the first payment of \$16,250 due within 30 days of signing the contract.

In the instance that *Portsmouth* chooses to separate these phases into two separate contracts, the fees would be \$35,000 for Phase I and \$35,000 for Phase II for a total study fee of \$70,000.

Additional Notes on Roles & Responsibilities

Portsmouth agrees to:

- Assign a main point of contact for communication with Artspace.
- Provide any relevant documents for Artspace's review prior to the initial visit.
- Define members and coordinate the Core Group roles and responsibilities, which should include 6-8 individuals, ideally at least one of those is from the arts community.
- Coordinate logistics for the execution of the scope of work. Which includes:
 - a. Assisting in the customization of the visit agendas, based upon the sample provided and Artspace's guidance.

- b. Identifying and inviting the appropriate individuals or groups to focus groups and meeting. Artspace has a Teams account for the virtual arts/arts organization focus group.
 - c. Tracking RSVPs of invitees.
 - d. Promoting the public meeting by encouraging artists, community members, stakeholders, and all to attend. We suggest having a small budget set aside for food/entertainment for the public meeting in the range of \$1,000-\$2,000 or via in-kind donations. Artspace does not cover these fees.
 - e. Creating any sort of physical or digital collateral materials needed for promoting the focus groups and public meeting. This includes paying any associated graphic design or printing fees. Artspace can provide examples from other communities.
 - f. Print input boards for the Open House.
 - g. Securing space all focus groups and meetings that includes technology for in-person presentations, (i.e. projector, screen/blank wall, power source, microphone, and extension cord (if needed). Artspace will bring a Mac laptop and adaptor to plug into provided projector.
 - h. Arranging site and area tour.
 - i. Respond to requests for feedback on report and other deliverables with timely edits in agreed upon format.
- Pay additionally to Artspace any reasonable and/or necessary costs incurred by Artspace to rearrange or cancel travel itineraries as requested by *Portsmouth* or necessitated by changes initiated by same.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, October 6, 2025 at 7:00 p.m., at the Portsmouth Municipal Complex in the Eileen Dondero Foley Council Chambers, 1 Junkins Avenue, Portsmouth, NH, on the following ballot question that will be on the November 4, 2025 Municipal Election Ballot:

“Shall we allow the operation of social districts within the City of Portsmouth?”

KELLI L. BARNABY, MMC/CNHMC
PORTSMOUTH, NH CITY CLERK

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“Shall we prohibit the operation of KENO games within the City of Portsmouth?”

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“Shall we prohibit the operation of games of chance within the City of Portsmouth?”

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KELLI L. BARNABY,
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PORTSMOUTH,
NH CITY CLERK

SOCIAL DISTRICTS

The following question will be on the ballot at the November 4, 2025 Municipal Election:

“Shall we allow the operation of social districts within the City of Portsmouth?”

What is a social district?

A social district is defined in RSA 178: 33, II as "*a defined outdoor area in which a person may consume alcoholic beverages sold by a licensee. This term does not include the licensee's premises or an extended area of such premises allowed under RSA 178:24.*"

A Social District must have specific signage that includes:

- DAYS and HOURS when alcohol may be consumed in the district
- TELEPHONE NUMBER for the New Hampshire Liquor Commission and local law enforcement
- Statement that alcohol must *ONLY BE CONSUMED* in the social district and *MUST BE DISPOSED OF* before exiting the social district

How is a social district created?

If the ballot question to allow social district(s) passes, the City Council must create a PLAN that depicts the BOUNDARIES of the social district and a MANAGEMENT AND MAINTENANCE PLAN.

In addition to the LOCATION of the social district, the Plan must indicate the DAYS and HOURS of operation and be POSTED on the City's website.

The Management and Maintenance Plan must create PROCEDURES for how the social district will be maintained in a manner that PROTECTS THE HEALTH AND SAFETY of the general public.

What is the New Hampshire Liquor Commission's Role?

- Create ADMINISTRATIVE RULES to implement and enforce the new law
- Approve all social district PLANS
- Issue LICENSES for businesses participating in social districts
- Maintain a LIST of participating businesses (licensees)
- Create standards for special social district BEVERAGE GLASSES that may not hold more than 16 ounces, are not made of glass and have specific wording that includes:

- Licensee's NAME
- Social District's LOGO
- The statement "DRINK RESPONSIBLY-BE 21"

Social District Ballot Question at Municipal Election on November 4, 2025

Social Districts will **BE ALLOWED** in the City if the majority of voters **VOTE YES** on the ballot question below:

“Shall we allow the operation of social districts within the City of Portsmouth?”

Social Districts will **NOT BE ALLOWED** in the City if the majority of voters **VOTE NO** on the ballot question below:

“Shall we allow the operation of social districts within the City of Portsmouth?”

KENO

The following question will be on the ballot at the
November 4, 2025 Municipal Election:

**“Shall we prohibit the operation of KENO
games within the City of Portsmouth?”**

New Law Changes How KENO May Be Allowed or Prohibited

BEFORE THE RECENT CHANGE IN THE LAW, the question of whether to allow KENO was put on the ballot by either the vote of the City Council or a citizen petition.

The new law changed the ballot question from an OPT-IN to an OPT-OUT.

KENO Ballot Question at Municipal Election on November 4, 2025

KENO will **BE ALLOWED** in the City if the majority of voters **VOTE NO** on the ballot question below:

“Shall we prohibit the operation of KENO games within the City of Portsmouth?”

KENO will **NOT BE ALLOWED** in the City if the majority of voters **VOTE YES** on the ballot question below:

“Shall we prohibit the operation of KENO games within the City of Portsmouth?”

GAMES OF CHANGE

The following question will be on the ballot at the November 4, 2025 Municipal Election:

“Shall we prohibit the operation of games of chance in the City of Portsmouth?”

Games of Chance are:

Games of Chance may only be played in Games of Chance Facilities (a/k/a casinos) and INCLUDE “table games”, such as:

- Blackjack
- Poker
- Roulette
- Craps
- Money wheel (and other variations on these games with different names)

Games of Chance are NOT:

- Historic Horse Racing (Simulcast)
- Lottery Tickets
- Lucky 7
- Bingo
- Fantasy Sports
- Sports Wagering
- Raffles
- Slot Machines
- Ice Out Contests
- KENO

Casinos are prohibited by the City's Zoning Ordinance

The City has a “permissive” Zoning Ordinance that means any use of land that is not expressly permitted is prohibited. There is no reference to casinos in the TABLE OF USES (Chapter 10, Article 4, Section 10.440).

Because casinos are **NOT LISTED** in the Table of Uses, they are **PROHIBITED**.

The only reference to casinos in the Zoning Ordinance is in the definition of HOTEL and MOTEL, which provides that they “...*shall not include casino gambling, keno or other forms of gambling*” (Chapter 10, Article 15, Section 10.1530).

Under our Zoning Ordinance, an applicant could seek a **VARIANCE** for a casino from the ZONING BOARD OF ADJUSTMENT.

Games of Chance Ballot Question at Municipal Election on November 4, 2025

Games of Chance will **BE ALLOWED** in the City if the majority of voters **VOTE NO** on the ballot question below, the applicant receives a variance and the New Hampshire Lottery Commission issues a license for a Games of Chance Facility (casino) in the City:

“Shall we prohibit the operation of **Games of Chance** within the City of Portsmouth?”

Games of Chance will **NOT BE ALLOWED** in the City if the majority of voters **VOTE YES**, on the ballot question below, because the New Hampshire Lottery Commission could not issue a license for a Games of Chance Facility (casino) in the City, even if the applicant received a **VARIANCE**.

“Shall we prohibit the operation of **Games of Chance** within the City of Portsmouth?”



Karen S. Conard
City Manager

CITY OF PORTSMOUTH

Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
kconard@portsmouthnh.gov
(603) 610-7201

Date: October 2, 2025

To: Honorable Mayor McEachern and City Council Members

From: Karen S. Conard, City Manager *KSC*

Re: City Manager's Comments on City Council Agenda of October 6, 2025

X. Public Hearings and Vote on Ordinances and/or Resolutions:

A. Public Hearing Regarding Ballot Question #1: "Shall we allow the operation of social districts within the City of Portsmouth?":

Attached please find amended language for a November 4th ballot question regarding social districts.

B. Public Hearing Regarding Ballot Question #2: "Shall we prohibit the operation of KENO games within the City of Portsmouth?":

Attached please find amended language for a November 4th ballot question regarding the operation of KENO games.

C. Public Hearing Regarding Ballot Question #3: "Shall we prohibit the operation of games of chance within the City of Portsmouth?":

Attached please find amended language for a November 4th ballot question regarding the operation of games of chance.

XI. City Manager's Items Which Require Action:

1. Request for Public Hearing and Borrowing Authorization for a New Fire Apparatus:

The replacement of an aging Fire Department aerial ladder is currently in the FY28 Rolling Stock schedule. In normal circumstances, the borrowing resolution would be authorized in the year that the apparatus is needed. However, current production time to order and build the new apparatus is 60 months out due to multiple factors in supply and demand and is a serious problem nationwide. Earlier in September, the United States Senate Homeland Security Subcommittee on Disaster Management, District of Columbia, and Census held hearings on this critical issue, with class action lawsuits in the court system resulting from these delays.

Therefore, given this unique procurement scenario, I am requesting a [borrowing authorization of up to \\$2,500,000](#) in order to sign a contract in an attempt to ensure delivery of the apparatus in 2030 (which would keep the replacement schedule on track). As payment of the apparatus is not due until delivery, borrowing of the funds will not take place until the vehicle arrives, making the first payment of the bond due in the future as scheduled in the current projected debt schedule.

I recommend that the City Council move to schedule a public hearing and authorization of a borrowing authorization of up to \$2,500,000 for the purchase of a new Fire Apparatus at the October 20, 2025 City Council meeting.

2. **Amendment to Extend Term for License with Coast Guard Vessel to Dock at Prescott Park:**

Earlier this year, the United States Coast Guard Auxiliary asked the City for permission to dock a vessel at the Prescott Park Dock because the dock at the Coast Guard Station in New Castle was damaged and unavailable. The City Council voted to approve the request and provide a License at its June 23, 2025 meeting. The term of the License expires on October 1, 2025. That date was selected because the Prescott Park Dock was scheduled for repairs after October 1, 2025. The dock repairs have begun, but the slip currently used by the Coast Guard is available because it will be repaired after October 31, 2025. The Coast Guard has asked that the License term be extended until October 31, 2025. The vessel will be used for marine safety patrols and other activities assigned by the United States Coast Guard and the United State Coast Guard Auxiliary and not for commercial purposes. The United State Coast Guard Auxiliary has asked that the dock fees be waived, except for the cost of electricity.

I recommend that the City Council move that the City Manager be authorized to execute and accept this License Amendment in a form similar to [the attached](#) and waive the dock fees except for electricity for a Coast Guard vessel to berth at the Prescott Park Dock.

XVI. Approval of Grants/Donations:

A. **Route 1 Bypass, Coakley Road and Cottage Street Improvement Project Grant - \$2,379,118.96:**

To address long standing traffic congestion issues on the Route 1 Bypass between Borthwick Avenue and the Traffic Circle, the City is eligible for a Federal Aid Congestion Mitigation and Air Quality (CMAQ) grant, administered by the New Hampshire Department of Transportation (NHDOT). The grant will allow for the engineering study, design and construction of improvements to the intersection of Route 1 Bypass, Coakley Road and Cottage Street, which could include the removal of the traffic signal at the intersection and the construction of a median island to prohibit left turns to and from the Bypass. These intersection improvements will be made possible by the construction of a connector roadway between Coakley Road and Borthwick Avenue, and the reconstruction of the Cate Street bridge over Hodgdon Brook.

These two other projects are in the beginning stages and must be completed prior to the construction of this proposed intersection improvement project.

The attached grant agreement with the NHDOT allows the City to utilize \$2,379,118.96 in State and federal funds to complete this project. The City is responsible for \$594,779.74, representing a 20% cost share which was allocated in the FY26 CIP. The City seeks to take advantage of these available monies, with construction currently estimated to begin in 2031. The City must sign the attached agreement form in order to access the funds and begin the consultant selection process.

I recommend that the City Council move to authorize the City Manager to enter into a grant agreement and any future schedule modifications with the New Hampshire Department of Transportation to take advantage of State and Federal funding opportunities for improvements to the intersection of Route 1 Bypass, Coakley Road and Cottage Street.

B. Acceptance of Violence Against Women Act (VAWA) Grant - \$25,025:

Attached please find the Grant Agreement between the New Hampshire Department of Justice with the City of Portsmouth for the Services Training Officers Prosecutors (STOP) Violence Against Women Act (VAWA) Grant in the amount of \$25,025.

I recommend that the City Council move to approve and accept the grant as presented.

C. Acceptance of Victims of Crime Act (VOCA) Grant - \$12,369:

Attached please find the Grant Agreement between the New Hampshire Department of Justice with the City of Portsmouth Police Department for the Victims of Crimes Act (VOCA) Grant in the amount of \$12,369.

I recommend that the City Council move to approve and accept the grant as presented.

D. Acceptance of Donation from FedPoint for the Portsmouth Police K-9 Unit - \$500:

At the September 16, 2025 Police Commission meeting, the Board of Police Commissioners approved and accepted a donation in the amount of \$500 from FedPoint for the Portsmouth Police K-9 Unit.

I recommend that the City Council move to approve and accept the donation as presented.

E. Acceptance of Donation from Walmart for the Portsmouth Police Explorer Program - \$189:

At the September 16, 2025 Police Commission meeting, the Board of Police Commissioners approved and accepted a donation in the amount of \$189 from Walmart, raised through a fundraiser hosted by the Portsmouth Police Explorer Program.

I recommend that the City Council move to approve and accept the donation as presented.

F. **Acceptance of Donation from Vanessa Smiley for the Portsmouth Police Explorer Program - \$100:**

At the September 16, 2025 Police Commission meeting, the Board of Police Commissioners approved and accepted a donation in the amount of \$100 from Vanessa Smiley of Exeter, NH raised through the same fundraiser hosted by the Police Explorer Program.

I recommend that the City Council move to approve and accept the donation as presented.

XVII. City Manager's Informational Items:

1. **Update on Insurance Review:**

The City has entered into a contract with Borislow Insurance to conduct a comprehensive review of all insurance coverages for both the City and the School. We are currently in the process of gathering information and contacting our existing carriers. Over the next month, Borislow will issue a Request for Proposals (RFP) to more than 10 carriers, specifically targeting ancillary plans such as long-term disability, short-term disability, and life insurance. The goal of this effort is to evaluate rates and determine whether it is more beneficial to combine coverage for the City and the School or to maintain them as separate plans.

In the coming months, Borislow will also conduct an underwriting review of Health/Trust and SchoolCare renewals, including an analysis of medical and prescription claim trends.

2. **Report Back Regarding RSA 79-E:**

At its September 24, 2025 meeting, the City Council directed the Legal Department to prepare an ordinance implementing RSA 79-E in order to support the development of below-market rate housing in Portsmouth. After reviewing the statute, staff has concluded that further Council direction is needed before ordinance language can be drafted. RSA 79-E, the *Community Revitalization Tax Relief Incentive*, was enacted in 2006 to encourage rehabilitation of underutilized or dilapidated downtown properties through temporary property tax relief.

In 2022, the Legislature significantly expanded the statute. RSA 79-E now authorizes municipalities to adopt any of five distinct incentive programs, each of which can be applied in different geographic areas:

- **Community Revitalization Tax Relief Incentive** – revitalization of downtown and village centers.
- **Coastal Resilience Incentive Zone** – investment in structures to improve resilience to flooding and sea level rise.
- **Residential Property Revitalization Zone** – rehabilitation of existing residential structures.
- **Housing Opportunity Zone** – incentives for the development of below-market rate housing.

- **Office Conversion Zone** – conversion of vacant office buildings to alternative uses, including housing.

Further detail on each program is included in the a report prepared by the New Hampshire Housing Authority, available here: <https://www.nhhfa.org/wp-content/uploads/2024/10/RSA-79-E-Final-Report-with-Appendix-1.pdf>

Each of these programs provides different tools and requires the City to decide: (1) which of the five provisions to adopt, if any; and (2) where in Portsmouth the incentives should apply.

These are policy choices that will guide the ordinance language. Once Council identifies its preferred approach, the Legal Department can prepare the necessary implementing ordinance.

To facilitate this decision, staff recommends that the Council either:

- **Schedule a work session** to discuss which zones and programs best align with Council priorities; or
- **Refer the question to the Master Planning process**, as contemplated by RSA 79-E, for integration into the City’s broader land use strategy.

3. **Further Options to Investigate the Viability of Two-Way Traffic on State Street:**

In an effort to minimize traffic impacts from the planned water and sewer infrastructure work in the Market Square area, City staff recommends that any study of two-way traffic on State Street be first considered as a temporary construction mitigation measure, if it reduces time or costs.

Following that work, and if interest remains in pursuing State Street as a permanent two-way street, a more comprehensive study could be undertaken in a future year. At this time, staff recommends reallocating the current fiscal funding to a future year in the CIP.

**CITY OF PORTSMOUTH
TWO THOUSAND TWENTY-FIVE
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # XX - 2025

A RESOLUTION APPROPRIATING TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) TO PURCHASE ONE FIRE APPARATUS AND AUTHORIZING A BOND ISSUE AND/OR NOTES OF UP TO TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) TO MEET THIS APPROPRIATION.

BE IT RESOLVED:

THAT the sum of up to **Two Million Five Hundred Thousand Dollars (\$2,500,000)** be and is hereby appropriated for the acquisition of one fire apparatus including the payment of costs incidental or related thereto;

THAT in order to meet said appropriation the City Treasurer, with approval of the City Manager, is authorized to borrow, on a competitive or negotiated basis, up to **Two Million Five Hundred Thousand Dollars (\$2,500,000)** through the issue of bonds and/or notes of the City under the Municipal Finance Act;

THAT the discretion of fixing the dates, maturities, rates of interest, forms and other details of such bonds is hereby delegated to the City Treasurer with the approval of the City Manager;

THAT the expected useful life of the fire apparatus is determined to be at least twenty (20) years; and

THAT this resolution shall take effect upon its passage.

APPROVED BY:

DEAGLAN MCEACHERN, MAYOR

ADOPTED BY CITY COUNCIL

**KELLI BARNABY, CMC/CNHMC
CITY CLERK**

LICENSE AGREEMENT

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License Agreement to the United States Coast Guard Auxiliary, District One Northern Region, Flotilla 28, (hereinafter "Licensee") with a local place of business at 25 Wentworth Ave., New Castle, NH 03854-0060 pursuant to the following terms and conditions:

1. **Area of License and Use:** Licensee has permission to berth a 31' Grady White marine vessel at the Prescott Park Dock at the location depicted in the attached Exhibit A. The vessel (known as the United States Coast Guard Auxiliary Operational Facility 311028 (OPFAC 311028)), is an operational response asset of the United States Coast Guard and the United States Coast Guard Auxiliary. The vessel is used, in part, to patrol Seacoast rivers and harbors. Last year's severe winter storms damaged the boathouse at the United States Coast Guard Station at Portsmouth Harbor in New Castle, NH. Licensee is seeking an alternative berth for the vessel at the Prescott Park Dock.
2. **Term:** This License term is from the date of execution through October 1, 2025. The City Council will consider a renewal request by Licensee if a written request is received by November 30, 2025.
3. **License Fees:** The License Fee associated with this berth is waived. However, Licensee will be responsible for the cost of electricity associated with the berth.
4. **Insurance:** The vessel is treated like any other Coast Guard asset when it is used properly within its expected scope and purpose. The Coast Guard has provided evidence of insurance acceptable to New Hampshire Public Risk Management Exchange (Primex), and the City's Legal Department.
5. **Maintenance and Use of License Area:** During the term of this Agreement while Licensee is using the License Area, it shall use the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. Notwithstanding the vessel's live-aboard capabilities, no crew will live aboard the vessel while it is berthed at the Prescott Park Dock. The vessel will be used expressly for marine safety patrols and other activities assigned by the United States Coast Guard and the United States Coast Guard Auxiliary, and not for any commercial purpose while berthed at the Prescott Park Dock.

6. **Assignment:** This License Agreement is not assignable.
7. **Damage:** Licensee agrees to remedy any damage to the License Area caused by Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
8. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations. Failure to abide by any local, state or federal laws or regulations may, at the City's discretion, result in revocation.
9. **Revocation:** The City or the Licensee may terminate this Agreement with 45 days notice or with shorter notice for good cause for conditions relative to public health, safety and welfare.

Dated this 2nd day of July, 2025.

City of Portsmouth

By: 

Karen Conard, City Manager
Pursuant to vote of the City Council
of June 23, 2025.

Dated this 7th day of Aug, 2025.

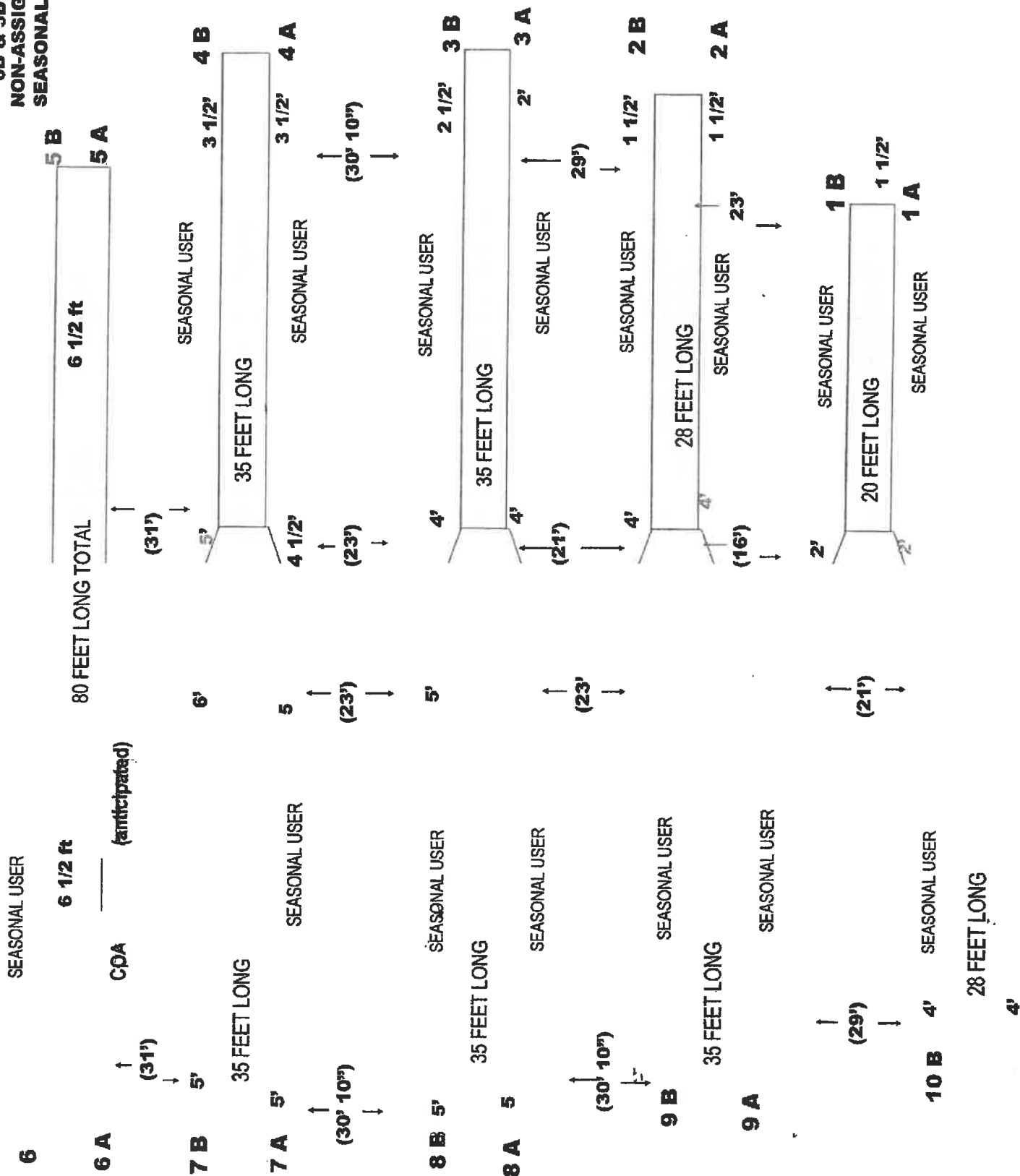
**United States Coast Guard Auxiliary
District One Northern Region Flotilla 28**

By: 

Shane ~~ary~~, Flotilla Commander
United States Coast Guard Auxiliary
District One Northern Region
Flotilla 28

C JT FLOATS - SOUTH DOCK

6B & 5B ARE
NON-ASSIGNABLE
SEASONAL SLIPS.



AMENDMENT TO LICENSE AGREEMENT

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby amends its Revocable License Agreement with the United States Coast Guard Auxiliary, District One Northern Region, Flotilla 28, (hereinafter "Licensee") with a local place of business at 25 Wentworth Ave., New Castle, NH 03854-0060, to extend the term from October 1, 2025 to October 31, 2025 as follows:

Paragraph 2 of the Revocable License Agreement is amended to read as follows:

2. **Term**: This License term is from the date of execution through October 31, 2025. The City Council will consider a renewal request by Licensee if a written request is received by November 30, 2025.

All other provisions of the Revocable License not amended herein remain in full force and effect.

Dated this _____ day of _____, 2025.

City of Portsmouth

By: _____

Karen Conard, City Manager
Pursuant to vote of the City Council
of _____.

Dated this _____ day of _____, 2025.

**United States Coast Guard Auxiliary
District One Northern Region Flotilla 28**

By: _____

Shane Barry, Flotilla Commander
United States Coast Guard Auxiliary
District One Northern Region
Flotilla 28

**PETITION AND POLE LICENSE
PETITION**

Manchester, New Hampshire


September 23, 2025

To the City Council of the City of Portsmouth, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (0) pole(s), approximately 85' of conduit between padmount 23/MH4T5 and padmount 23/MH4T5-1 on VAUGHAN MALL in the City of Portsmouth.

PUBLIC SERVICE OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY

BY: 
Caroline Craig, Licensing Specialist

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This 19th day of September, 2025, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY be granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE No. 63-0761, dated 8/12/2025, attached to and made a part hereof.

Town of Portsmouth, New Hampshire

Town of Portsmouth, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the Town of Portsmouth, New Hampshire, Book _____, Page _____

Date: _____

ATTEST: _____
Town Clerk

ENGINEER:

POLE NUMBERS		POL SZ-CL	EQ BH	INSTALL	REMOVE	REF	100% LTS	JOINT	100% TEL	SPAN	DIST	REMARKS	EQUIP NO.			
LTS	TEL															
23/MH4T5			100										140ft	23/MH4T5	Reference Existing Pad	M
23/MH4T5			100										85ft	23/MH4T5	Reference Existing Pad	M
23/MH4T5			100										90ft	23/MH4T5	New Padmount Transformer 500kVA	M
25/4T			100										90ft	25/4T	Removal Padmount Transformer 500kVA	M

ADDENDUM PER RSA 231:163

- 1) All licensee(s) and any other entity using and/or occupying property of the City pursuant to a license, lease or other agreement shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date.
- 2) All licensee(s) and any other entity using and/or occupying property of the City shall provide for the payment of properly assessed real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the city; and
- 3) Failure of the licensee(s) and any other entity using and/or occupying property of the City to pay duly assessed personal and real taxes when due shall be cause to terminate said agreement by the lessor.

The changes to the licenses, leases and other agreements set forth in the preceding paragraphs shall remain in effect until changed in accordance with the requirements of RSA 231:163.

Approved by City Council:



9/24/2025

Honorable Deaglan McEachern, Mayor
Portsmouth City Council
City Hall
1 Junkins Ave
Portsmouth, NH 03801

Dear Mayor McEachern and City Council Members,

As we all know, the 250th birthday of our great nation is fast approaching. On July 11th, Wilcox proudly pledged to sponsor the fireworks in celebration of this historic milestone.

Given Portsmouth's rich tradition of steadfast support for the U.S. Navy, U.S. Air Force, and U.S. Coast Guard forces that have safeguarded our nation from threats both at home and abroad, the Wilcox management team believes it is especially fitting to use the July 3rd Portsmouth fireworks display as a platform to honor all Veterans living in Portsmouth and the surrounding Seacoast area. This celebration is our way of recognizing their sacrifices and expressing gratitude for their service.

On September 18th, 2025, we met with the Mayor, City Manager and staff to explore meaningful ways to give back to our Veterans. During that meeting, the City Manager requested that we prepare a formal request letter summarizing our discussions for consideration by the Mayor and City Council Members.

The proposed events are scheduled for July 3rd, 2026, with an alternate rain date of July 5th, 2026.

Silent Auction at Strawberry Banke

The gathering is planned for 5:30 p.m. to 8:00 p.m. in the evening prior to the July 3rd events. We will be requesting permission to utilize the same tent set up for the Naturalization Ceremony. This event will honor the sacrifices of our Veterans and will include an auction, along with food, and live music. Alcoholic beverages including beer, wine and liquor will also be served at this event. Proceeds from entry fees and sold auction items will benefit designated Veteran 501(c) organizations.





The Portsmouth Striped Bass Tournament

The gathering will begin at 6:00 a.m. in Prescott Park, with the tournament serviced and launched from the marina. Entry fees will benefit designated Veteran 501(c) organizations.

The Portsmouth Cup Off-Shore V-Haul Boat Race

The gathering will begin at 11:00 a.m. at the designated finish line, where associated activities will also take place. The service and launch marina are still to be determined. The race circuit will run between the Isle of Shoals and Great Bay, with turnarounds at each point, following a course back and forth along the Piscataqua River.

The Seacoast Veterans Appreciation Day

The gathering, scheduled from midmorning to 8:00 p.m. along Parrott Ave (closed off to vehicle traffic) will feature approved food trucks, local restaurant concession stands, and craft vendors. This will enable families gathered in Leary Field the option to purchase food and drinks for their family. A portion of the proceeds from each food truck will benefit designated Veteran 501(c) organizations.

The Portsmouth Pops Fire Works Extravaganza

Live music will be performed on a stage near Leary Field, continuing both before and during the fireworks display.

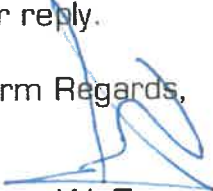
The four highlighted activities outlined here will be offered free of charge to the public, made possible through the generosity of our business community sponsors and the entry fees contributed by event participants.

IMPORTANT NOTES AND TAKEAWAYS

1. Event parking spaces will be directed to the city garages and public parking lots.
2. The committee will work with the Fire, Police, and Health Departments along with the city to ensure compliance with all permitting and public safety assuring accessibility to all events.

Thank you very much for your time, consideration, and support and we look forward to your reply.

Warm Regards,


James W. Teetzel
CEO





30 Daniel St
Portsmouth, NH 03801
603-427-8659

Mayor McEachern, City Council, and all applicable parties, we present for your consideration:

Coureur Halloween Skate Jam

EVENT DESCRIPTION

Each year we have been in business we hold a Halloween skate jam. The day includes costumes, contests, and prizes. It's really just a reason to all get together and skateboard/interact with our community.

Details

November 1st 12-3PM, rain date November 2nd at the Chris Rice Skateboard Park.

Attendance

We expect between 50-75 participants

Food

Bottled water and sports drinks.

Parking

We will utilize the skatepark lot and provide signage directing overflow (if necessary) parking to the auxiliary Park n Ride lot over the bridge or the baseball fields (pending confirmation of availability). We will also make announcements throughout the day to keep off of Route 33.

Equipment

Coureur pop up tent, we will collect and remove trash.

September 24, 2025

City Council
1 Junkins Avenue
Portsmouth New Hampshire 03801

Dear Portsmouth City Council,

Happy Fall! I am reaching out for your approval to put our Scarecrow of the Port friends up in Portsmouth for the 2025 | 17th season.

We also wanted to share some great news. This year many people in the community were very generous with donations which gave us the opportunity to create 26 new scarecrows as after 16 years of wear and tear, we had to say goodbye to some of our beloved scarecrow friends.

Volunteers have been working hard cutting the new parts, painting and putting the new scarecrows together. With that said we are excited and ready to introduce the new scarecrows to the community for their 17th year!

As in the past years, the scarecrows will be placed in designated locations throughout Portsmouth to continue the tradition the community enjoys every year.

We are planning to put up the 26 new scarecrows downtown and the remaining ones still in good shape around Pease.

With your approval, *we would like to put the scarecrows* in Portsmouth, Sunday October 5th and *take them down*, Saturday November 1st. The Scarecrows of the Port volunteers will be responsible for the placement and removal of the Scarecrows.

We recognize with the dates being during the weekend, the DPW will not be able to help us. We appreciate the City of Portsmouth's time and support over the years during the week; however, we have found weekends are easier for us to recruit more volunteers.

The COI insurance will be provided along with a document for Scarecrow of the Port locations.

Thank you for your continued support, we are beyond grateful for all you do to keep our scarecrow friends hanging out in Portsmouth capturing many smiles.

With gratitude,



Laurie A. Mantegari
Scarecrows of the Port Volunteer

Scarecrow of the Port Locations 2025 | Season 17

DOWNTOWN LOCATIONS

- 1. Corner of Deer and Market - pole near Welcome Portsmouth sign**
- 2. Pole in front of Oar House / Portsmouth Harbor Cruises**
- 3. Marco Polo Corner of Market and Bow**
- 4. Market Street in front of Custom Framing**
- 5. Market Street in front of Solari**
- 6. 7. 8. 9. and 10 in Market Square**
- 11. Congress Street in front of North Church**
- 12. Congress Street in front of Evie**
- 13. Congress Street Music Hall Lounge**
- 14. Discover Portsmouth near red phone booth**
- 15. Maplewood Avenue bridge street parking lot pole across from Circle Furniture**
- 16. Maplewood Raymond Jones building.**
- 17. Hanover Street - pole in front of 110 Grill**
- 18. Porkwalk place in front of Hampton Inn**
- 19. Islington Street | Consolidated Communications**
- 20. Islington Street | Nautilus Realty**
- 21. Islington Street | park entrance**
- 22. Islington Street | The Getty**
- 23. Islington Street | Gallagher's Place**
- 24. Islington Street | Bank of America**
- 25. Islington Street | M2 building**
- 26. Islington Street | PMAC**

PEASE TRADEPORT

- 27. Greenland Entrance**
- 28. Greenland Entrance**
- 29. Newington Entrance**
- 30. Newington Entrance**



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

September 29, 2025

City of Portsmouth
1 JUNKINS AVE
PORTSMOUTH NH 03801-4561

Account Information:

Policy Holder Details :	Greater Portsmouth Chamber of Commerce DBA The Chamber Collaborative of Greater Portsmouth
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC INSURANCE BROKERAGE INC/PHS 08081604 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:		
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE NAIC#		
INSURED Greater Portsmouth Chamber of Commerce DBA The Chamber Collaborative of Greater Portsmouth 500 MARKET ST UNIT 16A PORTSMOUTH NH 03801-3483	INSURER A :	Sentinel Insurance Company Ltd.	11000
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			08 SBA OK0669	04/06/2025	04/06/2026	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY			08 SBA OK0669	04/06/2025	04/06/2026	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/>	<input type="checkbox"/>						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	08 SBA OK0669	04/06/2025	04/06/2026	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08 SBA OK0669	04/06/2025	04/06/2026	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			08 SBA OK0669	04/06/2025	04/06/2026	Each Claim Limit	\$10,000
							Aggregate Limit	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Portsmouth
1 JUNKINS AVE
PORTSMOUTH NH 03801-4561

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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City Council Emails – September 24, 2025 – October 2, 2025

Submitted on Thu, 10/02/2025 - 09:13

Submitted by: Anonymous

Submitted values are:

First Name

Bruce

Last Name

Kipperman

Email

bkip137@gmail.com

Address

3 Walker St
Portsmouth, New Hampshire. 03801

Message

Council Members,

I am writing to express my concern regarding the potential removal of the property at 109 Denet St from the Historic District. I believe this decision may be based on incomplete or inaccurate information.

We have been Lynn Rayburn's neighbors for the entire time she has lived here, and while most of us take pride in maintaining our homes and street, her property has frequently been neglected—often overgrown, with trash left in front and alongside the house. Years ago, she even chose not to paint the side of her home facing a neighbor, seemingly out of spite. These actions do not reflect the standards expected in the district.

When purchasing a home in the Historic District, one accepts the responsibility of following city guidelines. The process is not always easy, but it is part of preserving the character of the neighborhood. Last summer, for example, we had to appear before the HDC three separate times for approval on a porch replacement and a front door, which required additional time and money. Still, we complied—just as all homeowners should.

Granting exceptions to those who disregard the rules sets a dangerous precedent. If one property can be removed from the district for noncompliance, others will surely request the same. Should this decision move forward, we would also ask to have our home removed from the district, as it would then sit at the edge of the boundary.

Many of our neighbors have invested time, effort, and resources to follow city requirements. Undermining those efforts by making exceptions for a single homeowner is unfair to the broader community.

Thank you for your service and for considering our perspective. We would be happy to discuss this matter further at your convenience.

Respectfully,

Bruce and Alice Kipperman

3 Walker St

Please indicate if you would like your comment to be part of the public record for the upcoming City Council meeting.

Yes

To: Principal Simons, Superintendent McLaughlin, Mayor McEachern, Assistant Mayor Kelley, City Manager Conard, Recreation Director Henley, Building/Maintenance Director Linchey, School Board Chair Clayburgh, and all members of the School Board

Last night we had a committee of NFS parents meet to brainstorm solutions for the tennis/basketball court. We have some time sensitive questions to which we really need responses quickly in order for there to be any possibility of either repairing the court by the end of this fall or completely replacing it and creating a whole new court space.

1. Can we get a clear answer on whose budget this would fall under in the event a party (ie: the school, the City, etc.) did want to either repair or replace the court? It seems to fall in a gray area of responsibility.
2. Who is allowed to do work on this area? Parents were told to paint the courts themselves, but parents do not feel equipped to do this work properly. Are we allowed to contract this work out to anyone if the PTO pays for it? This seems like it could cause issues with liability as it is on City property.
3. To what extent is the PTO allowed to make changes to the space? For instance, could we take the fence down?
4. Does the current NFS expansion/renovation plan impact this area? If green space and pavement is shifted, could this impact the space where the court sits? This is particularly important because we do not feel right fundraising for a space that could be eliminated within a year or two (or potentially used for staging).
5. Is there money in the City budget to do this work now? It is time sensitive as the paint for the court has to be above 50 degrees for multiple days in order to cure properly. (This would be if we were looking to do repairs and repainting as opposed to replacement.)
6. Is it the City Council's and School Board's intention/wish that projects like these be funded by parent organizations at respective schools? We were under the impression that the Council and Board did not want this to be the practice moving forward with playground facilities/spaces due to resulting issues in equity.
7. Who would be responsible for upkeep/maintenance of these courts if a parent organization chose to fund them?

Please reply all to this email so we can all be on the same page.

Thank you for your prompt reply.

The New Franklin School PTO









Herb Lloyd
5 Ruth Street
Portsmouth, NH 03801
435-640-3786



9/25/2025

Dear Mayor McEachern and City Council Members,

Please accept my resignation from the Portsmouth Energy Advisory Committee, effective 9/25/2025. After careful consideration, I have decided to step down from my role as a committee member giving others within the City an opportunity to serve.

It has been an honor and privilege to serve on the Portsmouth Energy Advisory Committee, working alongside individuals who share a passion for energy solutions and environmental stewardship. I am grateful for the opportunity to contribute to the committee's initiatives and efforts to promote solutions within our community.

Sincerely,

Herb Lloyd

A handwritten signature in black ink, appearing to read "Herb Lloyd", written over a horizontal line.



City of Portsmouth, NH Boards, Committees, and Commissions

REAPPOINTMENT APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Reappointment Application

Committee: TREES AND PUBLIC GREENERY

Name: PATRICIA BAGLEY

Telephone: 607-680-7136

If you do not receive the appointment you are requesting, would you be interested in serving on another board, committee or commission?

Yes ☐ No ☒ NOT PRESENTLY

Have you contacted the Chair of the Board, Commission, or Committee to determine the time commitment involved? ☒ YES/NO

Can you be contacted at work? YES/NO If so, telephone number: —

Street address: 213 PLEASANT ST

Mailing address (if different): —

Email address (for communication from the Office of the City Clerk, and distribution of training materials):

Patbagley@aol.com

How long have you been a resident of Portsmouth? 17 years

Occupational background:

RETIRED EDUCATOR (WESTON MIDDLE SCHOOL LIBRARY)

MARKETING FINANCE (PHARMA)

—

—



City of Portsmouth, NH

Boards, Committees, and Commissions

REAPPOINTMENT APPLICATION

The application may be printed and hand-delivered, or electronically submitted to the Office of the City Clerk.

Please list experience you have in respect to this Board, Committee, or Commission:

HAVE SERVED TWO TERMS (6 YEARS) AND HAVE GAINED AN EDUCATION REGARDING URBAN FORESTRY, CLIMATE, UTILITIES AND INFRASTRUCTURE WHICH DOVETAILS AND ENHANCES PREVIOUS COURSES AND PERSONAL HOMEOWNER LANDSCAPE EXPERIENCE.

Would you be able to commit to attending all meetings? ☒ YES/NO

Have you reviewed the Board, Commission, and Committee Handbook for Volunteers? ☒ YES/NO

Reasons for wishing to serve: TO CONTINUE AS BEST ABLE TO IMPROVE & RETAIN PORTSMOUTH'S URBAN LANDSCAPE

Please list any organizations, groups, or other committees you are involved in:

PORTSMOUTH ATHEAUM, PORTSMOUTH WOMEN'S CITY CLUB

MEMBERSHIP - ARNOLD ARBORETUM, AMERICAN CONIFER SOCIETY, AND VARIOUS HISTORICAL SOCIETIES

Please list two character references not related to you or City staff members (Portsmouth references preferred):

1. BARBARA BOWLUS 170 DENNET ST #2 PORTSMOUTH 603 557-4620
Name, address, telephone number

2. JAN McCRACKEN 212 PLEASANT ST PORTSMOUTH
Name, address, telephone number

By submitting this application you understand that:

1. This application is for consideration and does not mean you will necessarily be appointed to this Board/Commission/Committee; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Your application will be kept on file for one year from date of receipt.
6. IF APPOINTED, YOU WILL BE REQUIRED TO REVIEW AND ACKNOWLEDGE THE BOARD, COMMISSION AND COMMITTEE HANDBOOK FOR VOLUNTEERS AND TO PARTICIPATE IN ALL TRAININGS.
7. Sign the Oath of Office book preserved with the Office of the City Clerk

Signature: Patricia P Bagley

Date: 28 September 2025

City of Portsmouth


Department of Public Works



Request for inclusion on a City Council Agenda

TO: Karen Conard, City Manager

FROM: Eric Eby, City Engineer – Parking, Transportation and Planning

CC: Peter H. Rice, Director of Public Works 

DATE: September 30, 2025

AGENDA ITEM: Grant Approval: Route 1 Bypass, Coakley Road and Cottage Street Improvement Project

REQUESTED MEETING DATE: October 06, 2025

RECOMMENDED BY: Peter H. Rice, Director of Public Works

DEADLINE FOR ACTION: December 25, 2025

STAFF RECOMMENDATION: To address long standing traffic congestion issues on the Route 1 Bypass between Borthwick Avenue and the Traffic Circle, the City is eligible for a Federal Aid Congestion Mitigation and Air Quality (CMAQ) grant, administered by the New Hampshire Department of Transportation (NHDOT). The grant will allow for the engineering study, design and construction of improvements to the intersection of Route 1 Bypass, Coakley Road and Cottage Street. These improvements could include the removal of the traffic signal at the intersection and the construction of a median island to prohibit left turns to and from the Bypass. These intersection improvements will be made possible by the construction of a connector roadway between Coakley Road and Borthwick Avenue, and the reconstruction of the Cate Street bridge over Hodgdon Brook. These two other projects are in the beginning stages and must be completed prior to the construction of this proposed intersection improvement project.

The attached grant agreement with the NHDOT allows the City to utilize \$2,379,118.96 in State and Federal funds to complete this project. The City is responsible for \$594,779.74, a 20% cost-share that has been allocated in FY26 CIP. The City seeks to take advantage of these available monies, with construction currently estimated to begin in 2031. The City must sign the attached agreement form to have access to the funds and to begin the consultant selection process.

SUGGESTED ACTION: *Authorize the City Manager to enter into a grant agreement and any future schedule modifications with the New Hampshire Department of Transportation to take advantage of State and Federal funding opportunities for improvements to the intersection of Route 1 Bypass, Coakley Road and Cottage Street.*

**CONGESTION MITIGATION & AIR QUALITY
PROJECT AGREEMENT
FOR**

CITY OF PORTSMOUTH

STATE PROJECT #: 44358
FEDERAL PROJECT #: X-A005(440)
STATE VENDOR #: 177463
UNIQUE ENTITY IDENTIFIER #: 7208

THIS AGREEMENT, is made and entered into this {___} day of {_____}, 2025, between the State of New Hampshire, acting through its Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Portsmouth, hereinafter called the "PROJECT SPONSOR".

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to improve traffic flow and reduce congestion on the US Route 1 Bypass where it intersects Coakley Road and Cottage Street in the City of Portsmouth is an eligible project for funding under the Federal Aid Congestion Mitigation & Air Quality (CMAQ) Program created under the Federal Bipartisan Infrastructure Law (BIL); and

WHEREAS, the DEPARTMENT has established Project #44358 (the "Project") for the aforesaid project, with the project funding and target ad year as represented in the table below; and

Programmed Year of Advertisement	Participating Federal Share 80%	Participating Local Share 20%	Additional Non- Participating Funds	*Total Budget
2031	\$2,379,118.96	\$594,779.74	\$0.00	*\$2,973,898.70

*The Total Budget shown is the latest approved estimated cost year of FY2023, inflated at 4.4% per year for 7 years

Additional Administrative Documentation Information: If this information is not available at the time of the Agreement signing, documentation will be sent to the PROJECT SPONSOR by the DEPARTMENT as soon as the information is available:

FEDERAL FAIN #: {Not yet available}

CFDA #20.205 and DESCRIPTION Highway Planning and Construction

SUBAWARD Period of performance start date: {Not yet available}

SUBAWARD Period of performance end date: {Not yet available}

NHDOT Managed: Yes____ No x

{If Yes, include description of funding with percentage federal funds and source of funds here}

NHDOT Indirect Cost Rate: N/A x 10%____

Is award Research & Development: Yes____ No x

WHEREAS, the PROJECT SPONSOR has submitted an Application {22-25CMAQ} to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby incorporated and made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Unless agreed otherwise at Project completion, the DEPARTMENT's maintenance responsibility shall be no greater than that which exists within the proposed Project limits on state maintained US Route 1 Bypass prior to the start of construction. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs. Any and all of these project and financial records must be made available to the DEPARTMENT and Federal Highway Administration at their request.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT

SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.

G. Non-Discrimination:

1. The PROJECT SPONSOR agrees, for itself, its assignees and successors in interest, that it will comply with Title VI of the Civil Rights Act of 1964, (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. The ACT and the REGULATIONS are herein incorporated by reference and made a part of this AGREEMENT. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.
2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
 - a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
 - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in consideration for an award.*
 - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*

- d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*
3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>
- H. The PROJECT SPONSOR certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of New Hampshire. The term "principal" for purposes of this Agreement means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the PROJECT SPONSOR. The PROJECT SPONSOR also certifies that it will verify the state and federal suspension and debarment status for all parties (consultant/vendor/contractor, etc.) receiving funds under this Agreement as a sub-Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred party. The PROJECT SPONSOR shall immediately notify the Department if any sub-Agreement party is debarred or suspended, and shall, at the DEPARTMENT'S request, take all steps required by the State to terminate its sub-Agreement relationship with the party for work to be performed under this Agreement.
- I. If the PROJECT SPONSOR defaults or fails to fulfill any part of this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

D.

III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in the Table on page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the PROJECT within 6 months of AGREEMENT execution date noted in the first paragraph of page 1. The PROJECT SPONSOR agrees to complete the Preliminary Engineering (PE) Phase of the PROJECT on or BEFORE December 31st of the Programmed Year of Advertisement date noted in the table on page 1, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension to either the START or END date. Such application for extension must be made in writing, providing an explanation of the reasons for the delay, and proposing a revised schedule. Failure to meet any deadline without good cause or failure to submit an extension request may cause the DEPARTMENT to cancel its participation in this Project at its sole discretion, in which case any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.
- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. This AGREEMENT may be amended to incorporate changes in project scope, schedule, and/or budget that may arise through the development and design stages of the project, pursuant to approval by the Governor and the Executive Council as Item No. 47 on March 23, 2022. Such amendments will be effective upon execution of an instrument in writing signed by both parties hereto. Otherwise, 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 of discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule, or policy.
- G. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this

AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

- H. Pursuant to authorization by the Governor and Executive Council, as Item No. 47 on March 23, 2022, this AGREEMENT is effective upon the date shown on page one of this AGREEMENT. The DEPARTMENT will include this AGREEMENT in its annual report to the Governor and the Executive Council on the status of all active Federal Local Public Agency (LPA) projects.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

CITY OF PORTSMOUTH

By: _____
William J. Cass, PE
Commissioner
State of New Hampshire
Department of Transportation

Signature: _____
Name (typed): _____
Title: _____



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

August 1, 2025

Eric Eby
City Engineer
City of Portsmouth
Public Works Department
680 Peverly Hills Road
Portsmouth, NH 03801

RE: Portsmouth, #X-A005(440), #44358
US Route 1 Bypass, Coakley Rd and Cottage St. Intersection Improvements
Congestion Mitigation & Air Quality Program
FIRST PROJECT AGREEMENT

Dear Mr. Eby:

Thank you for attending the scoping meeting on June 6, 2025 to discuss the scope, schedule, and budget for the above noted project. Attached for your signature is the proposed **Project Agreement** between NHDOT and the City of Portsmouth. This is a standard agreement that is required for all LPA projects funded through NHDOT. **Please leave the date blank on the first page of this agreement.** Once the agreement has been signed and emailed back to us, I will obtain the required signature here at the Department, date the agreement, and forward an executed original agreement back to you. The language in the agreement has already been reviewed and approved by the Attorney General's office.

Along with the signed agreement, four (4) other items are required to execute this agreement:

- 1) Unique Entity Identifier (UEI) number as described below,
- 2) Certificate of Authority as described below,
- 3) The City's proposed schedule identifying project milestones with dates. Please use the attached fillable PDF schedule and return to NHDOT along with your signed agreement, there are instructions on the fillable schedule to guide you in filling out appropriate milestone dates along with a graphic flowchart example, and
- 4) The City's proposed "Person in Responsible Charge" including their LPA certificate number.

The UEI number is the non-proprietary identifier that has replaced the Dun and Bradstreet Data Universal Numbering System (DUNS) number as of April 4th, 2022. The UEI number can be requested in, and assigned by, the System for Award Management (SAM.gov) if your City does not have one already.

The "Certificate of Authority" shows that the person signing the agreement has the right and authority to sign the agreement on behalf of the City.

Examples includes:

- Meeting minutes that identify that the City Council has authorized the City Engineer or designee to sign contracts and agreements
- The City charter or other City guiding documents, or

- If other options are not possible, then we request a notarized statement on a standardized form

Execution of the agreement does NOT mean that you can begin to spend funds that you expect to have reimbursed as part of the project (there are no exceptions to this). However, there may be steps that are worthwhile to take to advance your project once the agreement is executed. One example is to begin the selection process for a design consultant that will ultimately be working on your project. Please ask me for more details and information once you are ready to begin. We will follow up with you periodically, but it is ultimately up to the Person in Responsible Charge of the project to advance the project.

As your project progresses, you will be required to execute an amended project agreement for any significant changes in your project's scope, schedule, or budget. The Department typically amends a project agreement as least once when bids are received for construction.

The reference document titled "New Hampshire Department of Transportation Local Public Agency (LPA) Manual for the Development of Projects" can be downloaded from our website at the link at:

[Local Public Agency \(LPA\) | Department of Transportation \(nh.gov\)](#)

Please become familiar with the LPA manual as well as the LPA training material as you advance your project. We have attached a checklist for your use in tracking the progress of your project.

Thank you for your attention to these matters and I look forward to helping you begin this project. Please do not hesitate to contact me if you have any questions.

Sincerely,



Leah M. Savage, PE
Project Manager
Bureau of Planning and Community Assistance
Telephone: (603) 271-2707

LMS/lbw
Attachments

cc via email: C.R. Willeke, NHDOT



Susan G. Morrell
City Attorney

CITY OF PORTSMOUTH

Legal Department
Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
sgmorrell@portsmouthnh.gov
(603) 610-8891

Date: September 18, 2025

To: Karen S. Conard, City Manager

From: Susan G. Morrell, City Attorney

Re: Agenda Item – Grant Agreement for City of Portsmouth
Services Training Officers Prosecutors (STOP) Violence Against Women Act (VAWA)
CY26 (period 01-01-26 to 12-31-26)

Attached please find the Grant Agreement between the New Hampshire Department of Justice with the City of Portsmouth for the Services Training Officers Prosecutors (STOP) Violence Against Women Act (VAWA) Grant in the amount of \$25,025.00. Please include this Grant Agreement as an agenda item for the City Council meeting on October 6, 2025.

Proposed Motion: Move to approve and accept the Grant as presented.

Attachments

cc: Kelli L. Barnaby, City Clerk
Nathan D. Lunney, Deputy City Manager Finance Administration
Jessica S. Griffin, Assistant to the City Manager

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 1 Granite Place, South Concord, NH 03301	
1.3. Grantee Name City of Portsmouth		1.4. Grantee Address 1 Junkins Avenue Portsmouth, NH 03801	
1.5 Grantee Phone # (603) 610-7204	1.6. Account Number 02-20-20-201510-5587- 072-500574	1.7. Completion Date 12/31/2026	1.8. Grant Limitation \$25,025
1.9. Grant Officer for State Agency Thomas Kaempfer		1.10. State Agency Telephone Number (603) 271-0993	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

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City of Portsmouth as the Grantee (hereinafter referred to as “Subrecipient”) shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
2. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
3. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community

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Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.
5. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
6. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
7. **Requirements of the award; remedies for non-compliance or for materially false statements**

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

Failure to comply with any one or more of these award requirements, whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period may result in the Office on Violence Against Women ("OVW") or the NH Dept. of Justice ("NHDOJ") taking appropriate action

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with respect to the subrecipient and the award. Among other things, OVW or NHDOJ may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OVW and NHDOJ, also may take other legal action as appropriate.

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

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

8. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

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

The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

9. Requirement to report potentially duplicative funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal

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awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award.

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

10. Requirements related to System for Award Management and unique entity identifiers

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

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

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

11. Employment eligibility verification for hiring under the award

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

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

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

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

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

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

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

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

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate,

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or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ.

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

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

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

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

15. Determinations of suitability to interact with participating minors

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

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

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the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

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

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

17. OVW Training Guiding Principles

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

18. Effect of failure to address audit issues

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

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19. Potential imposition of additional requirements

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

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

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

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

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR

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Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/Written_Note_of_Beneficiary_Protections.pdf.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements.

For more information on the requirements referenced in this condition, see <https://www.ojp.gov/program/civil-rightsoffice/partnerships-faith-based-and-other-neighborhood-organizations>.

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

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

23. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement,

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subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the NHDOJ Grants Management Unit for guidance and may not proceed without the express prior written approval of NHDOJ.

25. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil 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/grant-complaint> (select "Submit Report Online"); (2) mail

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directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

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

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

1. In accepting this award, the subrecipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written

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notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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

a. it represents that--

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

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

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

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

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a

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gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

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

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

28. Encouragement of policies to ban text messaging while driving

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

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

If the recipient is designated high risk by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to OVW by email to OVW.GFMD@usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient.

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

EXHIBIT A

– SPECIAL CONDITIONS –

30. Availability of general terms and conditions on OVW website

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

31. Compliance with statutory and regulatory requirements

The subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and the OVWs implementing regulations at 28 C.F.R. Part 90.

32. Compliance with notice of funding opportunity requirements

The subrecipient agrees that it must be in compliance with requirements outlined in the notice of funding opportunity (NOFO) under which the approved application was submitted, the applicable Application Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-andfaqs-grantees>). The program NOFO, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

33. VAWA 2013 nondiscrimination condition

The subrecipient agrees to comply with 34 U.S.C. 12291(b)(13) in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The subrecipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

EXHIBIT A

– SPECIAL CONDITIONS –

34. Misuse of award funds

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

35. Limitation on use of funds to approved activities

The subrecipient agrees that grant funds will be used only for the purposes described in the subrecipient's application, unless the NHDOJ Grants Management Unit determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the NHDOJ.

36. Non-supplantation

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

37. Confidentiality and information sharing

The subrecipient agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information.

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

EXHIBIT A

– SPECIAL CONDITIONS –

38. Activities that compromise victim safety and recovery or undermine offender accountability

The subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the notice of funding opportunity or companion guide under which the application was submitted.

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

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

40. Termination or suspension for cause

The Director of OVW or the NHDOJ, upon a finding that there has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until satisfied that

EXHIBIT A

– SPECIAL CONDITIONS –

there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 CFR 200.340.

41. Performance progress reports and final report submission

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

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

42. Subrecipient program income

Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs.

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

EXHIBIT A

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during the project period, the subrecipient must provide approval by the end of the project period.

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

43. Subrecipient product monitoring

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

44. Publications disclaimer for STOP Formula subrecipients

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

"This project was supported by Subgrant No. __15JOVW-25-GG-00045-STOP__ awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

45. Copyrighted works

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

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

EXHIBIT A

– SPECIAL CONDITIONS –

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

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

46. Consultant compensation rates

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

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

47. Ongoing compliance with statutory certifications

The subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-center prosecution), and 34 U.S.C. 10446(d)(6)(regarding award conditions).

EXHIBIT A

– SPECIAL CONDITIONS –

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

48. Requirements for subrecipients providing legal assistance

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

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

(A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or

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

(2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;

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

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

EXHIBIT A

– SPECIAL CONDITIONS –

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

50. Limitation on use of funds for activities addressing missing or murdered indigenous persons (MMIP)

The subrecipient agrees that grant funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

51. Limitation on use of funds for activities addressing human trafficking

The subrecipient agrees that grant funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

52. Federal civil rights and nondiscrimination laws (certification)

The subrecipient agrees that its compliance with all applicable federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable federal civil rights or nondiscrimination laws.

53. Terms and conditions subject to court ordered stay

Award condition 50 (“Federal civil rights and nondiscrimination laws (certification)”) and any certification submitted by the subrecipient regarding certain out-of-scope activities are subject to a preliminary stay in Rhode Island Coalition Against Domestic Violence, et al., v. Pamela Bondi, et al., and are not enforceable as to any OVW FY 2025 awards unless and until the preliminary stay is lifted. If the preliminary stay is lifted, OVW will process a modification identifying the award condition or out-of-scope activity that is no longer subject

EXHIBIT A

– SPECIAL CONDITIONS –

to the preliminary stay and has become enforceable and the date on which it becomes enforceable.

EXHIBIT B

– SCOPE OF SERVICES –

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) as the State Agency for expenses incurred and services provided for victims of sexual assault, domestic violence, dating violence, and stalking.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:

Kathryn Fisher
NH Department of Justice
Grants Management Unit
1 Granite Place South
Concord, NH 03301
(603) 271-1261
Kathryn.E.Fisher@doj.nh.gov

EXHIBIT C

– PAYMENT TERMS –

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT B.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form G-1 section 1.8.
 - 3a. The Subrecipient shall be awarded an amount not to exceed \$25,025 of the total Grant Limitation from Governor and Council approval or 1/1/2026, whichever is later, to 12/31/2026, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - 3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. No extension is granted until approval is received by DOJ in writing.
4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 12/31/2026, unless a grant extension is approved in writing by DOJ.

EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES –

I, _____ [*responsible official*], certify that the Office of the City of Portsmouth [Subrecipient] has completed the EEO reporting tool certification within the last two years at: https://ojp.gov/about/ocr/faq_eeop.htm on _____ [date]

It is understood that subrecipients which are exempt from filing the EEOP Utilization Report including non-profits and subrecipients with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements for Subrecipients

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

_____ [date]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that the Office of the Portsmouth Police Department [Subrecipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination-based complaints from employees and program beneficiaries and that policy/procedure must be made publicly available to program beneficiaries or prospective beneficiaries.

EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES –

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.
- (2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—
 - a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
 - a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d);

EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES –

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES –

- (7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
- (8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—
- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
 - b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.
- (9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—
- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

EXHIBIT D

– EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES –

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law-- including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

EXHIBIT E

– NON-SUPPLANTING CERTIFICATION –

Supplanting defined

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

Supplanting and job retention

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

The City of Portsmouth (Subrecipient) certifies that any funds awarded through grant number **2026VAW03** 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 City of Portsmouth (Subrecipient) understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title of Authorized Signor: _____

Signature: _____ Date: _____

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Subrecipient's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required

EXHIBIT F

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

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

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

- (c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or
- (d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

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

EXHIBIT F

OVW.GFMD@usdoj.gov; or for COPS Subrecipients, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

- (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).

EXHIBIT F

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

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

Name and Address of Agency

EXHIBIT G

– CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE –

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282

EXHIBIT G

– CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE –

and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

EXHIBIT G

– CERTIFICATION –

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity ID (SAM) number for your entity is: XTL2C874AZN7
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO

_____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO

_____ YES

If the answer to #3 above is NO, stop here

If the answer to #3 above is YES, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

EXHIBIT G

– CERTIFICATION –

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

EXHIBIT H

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



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

Under section 40002(b)(2) of the Violence Against Women Act, as amended (34 U.S.C. 12291(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

EXHIBIT H

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.

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.

EXHIBIT H

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.

H. Death of the party whose privacy had been protected

In the event of the death of any victim whose confidentiality and privacy is required to be protected under this subsection, grantees and subgrantees may share personally identifying information or individual information that is collected about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:

- (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability.
- (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team.
- (iii) The grantee or subgrantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting.
- (iv) The information released is limited to that which is necessary for the purposes of the fatality review.

EXHIBIT H

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice 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.

Name of Authorized Representative

Title

Telephone Number

Signature

Date

Agency Name

EXHIBIT I

– PROSECUTOR ELIGIBILITY CERTIFICATION PURSUANT TO 34 U.S.C. § 10454 –

I, _____, the _____ of _____
[NAME OF RESPONSIBLE OFFICIAL] [OFFICIAL'S TITLE] [NAME OF PROSECUTING ENTITY]

hereby certify that the _____, as a prosecuting entity of the
[NAME OF PROSECUTING ENTITY]

New Hampshire Department of Justice's STOP Violence Against Women Funding (VAWA)

Grant Program, that this office will, during the 1-year period after the start of this subaward, as

approved by Governor and Executive Council of the State of New Hampshire, will engage in

planning, developing, and implementing the following:

1. Training developed by experts in the field regarding victim-centered approaches in domestic violence, sexual assault, dating violence, and stalking cases;
2. Policies that support a victim-centered approach, informed by such training; and
3. Protocol outlining alternatives practices and procedures for material witness petitions and bench warrants, consistent with best practices, that shall be exhausted before employing material witness petitions and bench warrants to obtain victim-witness testimony in the investigation prosecution, and trial of a crime related to domestic violence, sexual assault, dating violence, and stalking of the victim in order to prevent victimization and trauma to the victim.

Name of Responsible Official

Title

Signature

Date



Susan G. Morrell
City Attorney

CITY OF PORTSMOUTH

Legal Department
Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire 03801
sgmorrell@portsmouthnh.gov
(603) 610-8891

Date: September 29, 2025

To: Karen S. Conard, City Manager

From: Susan G. Morrell, City Attorney *SGM*

Re: Agenda Item – Grant Agreement for Portsmouth Police Department
Victims of Crime Act (VOCA) SFY26 (period 01-01-26 to 6-30-26)

Attached please find the Grant Agreement between the New Hampshire Department of Justice with the City of Portsmouth Police Department for the Victims of Crimes Act (VOCA) Grant in the amount of \$12,369.00. Please include this Grant Agreement as an agenda item for the City Council meeting on October 6, 2025.

Proposed Motion: Move to approve and accept the Grant as presented.

Attachments

cc: Kelli L. Barnaby, City Clerk
Nathan D. Lunney, Deputy City Manager Finance Administration
Jessica S. Griffin, Assistant to the City Manager

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 1 Granite Place South, Concord, NH 03301	
1.3. Grantee Name Portsmouth Police Department		1.4. Grantee Address 3 Junkins Avenue, Portsmouth, NH 03801	
1.5 Grantee Phone # (603)610-7416	1.6. Account Number 02-20-20-201510- 5021-072-500574	1.7. Completion Date 06/30/2026	1.8. Grant Limitation \$12,369
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

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-SPECIAL PROVISIONS-

Portsmouth Police Department as the Grantee (hereinafter referred to as "Subrecipient") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

- 1 The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- 2 The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- 3 The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
- 4 Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.
- 5 The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice, that employee or their relative shall not perform work on or be billed

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to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the DOJ for the life of the subgrant without the express approval of the DOJ.

- 6 The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the 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.

8 **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 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 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 subaward.

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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 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 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.

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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 subrecipient agrees to comply with the DOJ Grants Financial Guide.

10 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 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.

11 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(1), 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.

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

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 subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the New Hampshire Department of Justice, Grants Management Unit by the end of the business day in which the breach becomes known.

13 All subawards ("subgrants") must have specific federal authorization

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").

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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.

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

The 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 <http://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.

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

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 "Post-award Requirements" in the "DOJ Grants Financial Guide").

16 Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of activities 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.

17 OJP Training Guiding Principles

Any training or training materials that any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipient, available at

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<https://ojp.gov/funding/Implement/Training-Guiding-Principles-Grantees-and-Subgrantees>.

18

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

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.

19

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

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."

20

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

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 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 I, Part 38, under e-CFR "current" data.

21

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the 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 funds awarded by OJP from being used by 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 federal grant or cooperative agreement, subgrant, contract, subcontract, or loan with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law, including exception that

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applies to Indian tribes and tribal organizations.

Should any questions arise to whether a particular use of funds by a 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.

22 Compliance with general appropriations-law restrictions on the use of federal funds for this award

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 that may be set out in applicable appropriations acts are indicated at [https://ojp.gov/funding/Explore/FY22 AppropriationsRestrictions.htm](https://ojp.gov/funding/Explore/FY22_AppropriationsRestrictions.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.

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

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

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

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

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

No 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,

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to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient—
 - i. 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
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the subrecipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - iii. 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.

25

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

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

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

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this

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award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26 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 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.

27 Access to records

The subrecipient (subgrantees) at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), the New Hampshire Department of Justice and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

28 VOCA Requirements

Subrecipients assure they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

Specifically, the subrecipient certifies that funds under this award will: (a) be awarded to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); c) and be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

29 The subrecipient agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC.

This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

30 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 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).

B. Notify all persons associated with any subrecipient who are or will be involved in

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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).

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 1-9 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 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 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 purpose of satisfying the requirement of this condition regarding verification of employment eligibility, any subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the 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 subrecipient at any tier, or 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 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).

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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. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

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

SCOPE. A. 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 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). The subrecipient (at any tier), agent, 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 subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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 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

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designed to ensure compliance with this condition.

4. Rules of construction

C. 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

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

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 subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of any subrecipient.

The details of the subrecipient'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 subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

33 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 a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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.

34 Publications

Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (enter the federal grant # here) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

35 Requirement on use of volunteers

EXHIBIT A

The Subrecipient must utilize volunteers to assist the program unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the DOJ. This requirement can not be waived without a written request from the subrecipient to DOJ and a written volunteer waiver approval from DOJ.

36 The Subrecipient agrees to assist victims in applying for Victims Compensation benefits.

Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.

37 The Subrecipient understands that VOCA non-allowable personnel activities include:

general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.

38 The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the DOJ.

If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.

39 Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory.

The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location.

40 The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the DOJ, Grants Management Unit.

The Single Audit report must be submitted to the Grants Management Unit within 9 months after the subrecipient's year-end or one month after the issuance of the audit, whichever is sooner.

41 The Subrecipient, if a non-profit organization, agrees to make its financial statements available online (either on the subrecipient's website, or the DOJ's, or another publicly available website).

Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

EXHIBIT B

-SCOPE OF SERVICES-

1. The Subrecipient shall receive a subgrant from the New Hampshire Department of Justice as the State Agency (DOJ) for expenses incurred and services provided for direct victim services provided by the Victim/Witness Program to include expenses for personnel.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in EXHIBIT C. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation shall be maintained for at least seven (7) years after the close of the Federal Grant.
4. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
1 Granite Place South
Concord, NH 03301
603-271-8473 or sarah.e.sciuto@doj.nh.gov

EXHIBIT C

- PAYMENT TERMS-

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

3a. The Subrecipient shall be awarded an amount not to exceed \$12,369 of the total Grant Limitation from Governor and Council approval or 01/01/2025, whichever is later, to 06/30/2025, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

3b. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to three months, to 06/30/2026. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

EXHIBIT D

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, _____ [responsible official], certify that

Portsmouth Police Department [Subrecipient] has either completed the EEOP reporting tool certification at https://ojp.gov/about/ocr/faq_eeop.htm within the last two years or completed an exemption form on:

_____ [date]

It is understood that subrecipients who are exempt from filing the EEOP Utilization Report, including non-profits and subrecipients with less than 50 employees, must file a declaration claiming exemption. If applicable, this Declaration Claiming Exemption form is to be emailed at least once every two years to the New Hampshire Department of Justice Grants Management Unit and is no longer inputted into the Federal System.

EEOP Training Requirements for Subrecipients

_____ [official that completed training] has completed

the EEOP training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm> on:

_____ [date].

The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: [Civil Rights | Grants Management Unit | NH Department of Justice](#)

Subrecipient Discrimination Complaint Process

I further certify that: The Subrecipient will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publicly available to program beneficiaries or prospective beneficiaries.

EXHIBIT D

Certified Standard Assurances

On behalf of the Subrecipient, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Subrecipient. I understand that these representations will be relied upon as material in any Department decision to make an award to the Subrecipient based on its application.

(2) I certify that the Subrecipient has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

- a. the Subrecipient will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Subrecipient will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Subrecipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Subrecipient understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

EXHIBIT D

- c. the Subrecipient understands that it must require any pass-through subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Subrecipient, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Subrecipient also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Subrecipient will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Subrecipient will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Subrecipient will require that, throughout the period of performance—

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Subrecipient is a governmental entity, with respect to the award (if any) made by the Department based on the application—

EXHIBIT D

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Subrecipient applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Subrecipient applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Subrecipient to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

EXHIBIT E

-NON-SUPPLANTING CERTIFICATION -

Supplanting defined

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

<http://www.ojp.usdoj.gov/financialguide/part2/part2chap3.htm>.

Supplanting and job retention

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

Portsmouth Police Department (Subrecipient) certifies that any funds awarded through this federal award 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.

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

Printed Name and Title of Authorized Signor: _____

Signature: _____

EXHIBIT F

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

EXHIBIT F

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

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

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

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

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

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

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

3. FEDERAL TAXES

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

EXHIBIT F

(2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

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

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

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

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

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

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

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

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

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

Portsmouth Police Department
3 Junkins Avenue, Portsmouth, NH 03801

Name and Address of Agency

EXHIBIT G

Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires Subrecipients of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), DOJ must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (SAM #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Subrecipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Subrecipient's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to DOJ and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

EXHIBIT G
Certification

Name of Authorized Signor

Title of Authorized Signor

Signature

Date

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The Unique Entity ID (SAM) number for your entity is: **XTL2C874AZN7**

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

____NO

____YES

**If the answer to #2 above is NO, stop
here**

**If the answer to #2 above is YES, please answer the
following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

____NO

____YES

If the answer to #3 above is YES, stop

**If the answer to #3 above is NO, please answer the
following:**

5. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

EXHIBIT G
Certification

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

PORTSMOUTH POLICE COMMISSION

MEMORANDUM

DATE: SEPTEMBER 26, 2025
TO: KAREN CONARD, CITY MANAGER
FROM: KATE COYLE, PORTSMOUTH POLICE COMMISSION CHAIR
MARK D. NEWPORT, CHIEF OF POLICE
RE: THREE DONATIONS

On behalf of Chair Kate Coyle~

At the September 16th, 2025, Police Commission meeting, the Board of Police Commissioners approved and accepted the following donations:

- a. A \$500 check from FedPoint for the Portsmouth Police K-9 Unit.
- b. A \$189 check from Walmart, raised through a fundraiser hosted by the Portsmouth Police Explorer Program, with funds designated for the program's support.
- c. A \$100 check from Vanessa Smiley of Exeter, NH, raised through the same fundraiser hosted by the Police Explorer Program, with funds designated for the program's support.

We submit the information to you pursuant to City Policy Memorandum #94-36, for the City Council's consideration and approval at their October 6, 2025 meeting. We respectfully request this item be placed on the City Council meeting agenda for the regular City Council meeting.

Respectfully submitted,



Jacqueline D. Burnett
Office of the Chief

copies: PPD Business Office

Gift and Donation Submission Form

Donations received by the City of Portsmouth must be accepted by the City Council. Please complete this form and submit it to the City Manager for inclusion on an upcoming agenda.

Date:	9/26/25
Department/ Contact Person:	Police Department: Chief Newport/Jackie Burnett
Donation Amount:	\$500; \$189; \$100

Are Funds to be directed to a particular department, program or fund? – If yes, please provide detail below:

Donation #1: PPD K-9 Unit
Donation #2 & #3: PPD Police Explorers Program

Is there a particular purpose intended with this donation:

All donations will be used to support the general needs of the program or unit outlined above. There is no specific intended purpose.

Other Information/Special Conditions:

The Portsmouth Police Explorer donations were raised through a fundraiser hosted by the Explorer Program at Texas Roadhouse.

Donation #1 - \$500 Check for K-9 Unit

First & Last Name:	Jon Seder, Senior Consultant, Executive Dept.
Business Name:	FedPoint
Address*:	
Phone*:	
Email*:	

Gift and Donation Submission Form

Donation #2 - \$189 check for Explorers Program

First & Last Name:	NA
Business Name:	Walmart
Address*:	
Phone*:	
Email*:	

Donation #3 - \$100 check for Explorers Program

First & Last Name:	Vanessa Smiley
Business Name:	
Address*:	
Phone*:	
Email*:	

Please note that gifts/donations to individual employees with a value of \$100 or more are not permitted. Information with an asterisk () indicates it will not be publicly distributed.*