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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

February 26, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management (HSEM) to enter into a grant agreement with the City of Nashua (VC#177441-B018), in the amount of $26,800.00, for department-wide exercises, from Homeland Security Exercise and Evaluation Program (HSEEP) grant funds. Effective upon Governor and Council approval through August 31, 2025. 100% Federal Funds.

Funds are available in the SFY 2024 operating budget as follows:

	SFY 2024
02-23-23-231010-41920000 - Dept. of Safety - Office of the Commissioner - HLS Exercise	
072-500574 Grants to Local Gov't – Federal	$26,800.00
Activity Code: 23HS22SHEX	
23HS22LPEX	

EXPLANATION

This grant award is part of the Homeland Security Grant Program (HSGP) from the U.S. Department of Homeland Security (DHS/FEMA). Its purpose is to support anti-terrorism-related exercises at the local level. The funding received is required to be used for executing the Homeland Security Exercise and Evaluation (HSEEP) component of the Homeland Security Grant Program. This funding is awarded to local agencies and their eligible first responder entities that conduct anti-terrorism-linked exercises for first responders statewide.

The City of Nashua has been awarded this grant to conduct department-wide exercises with Fire and Police Departments. The purpose of these exercises is to test their active threat procedure and warm zone EMS operations. The exercise series will consist of 12-15 days of drills where all responders will have the opportunity to run through various scenarios together in joint Fire/Police exercises. Nashua will also purchase disposable medical equipment that will be used for these exercises.

Highway Funds or General Funds will not be used to support this program should Federal Funds become unavailable.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

GRANT AGREEMENT

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

1. IDENTIFICATION AND DEFINITIONS

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address Type text here 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name City of Nashua Emergency Management (177441-B018)		1.4. Subrecipient Address 38 Lake St, Nashua NH 03060	
1.5 Subrecipient Tel. # 603-767-9714	1.6. Account Number AU #41920000	1.7. Completion Date 08/31/2025	1.8. Grant Limitation $26,800.00
1.9. Grant Officer for State Agency Matthew Hotchkiss, Administrator II		1.10. State Agency Telephone Number (603) 223-3624	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 [redacted]		1.12. Name & Title of Subrecipient Signor 1 James Donchess, Mayor	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. State Agency Signature(s) By: On: 2 23 24		1.14. Name & Title of State Agency Signor(s) Amy Newbury, Deputy Director of Administration	
1.15. Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Director, On: / /			
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: ~~Assistant~~ Attorney ~~General~~, On: 3/2/24			
1.17. Approval by Governor and Council (if applicable) By: On: / /			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1, ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly

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described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 Failure to perform the Services satisfactorily or on schedule;
8.1.2 Failure to submit any report required hereunder; and/or
8.1.3 Failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 Give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 Give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 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, papers, and documents, all whether finished or unfinished.
10.2 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.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not

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be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 Special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 given in blocks 1.2 and 1.4, herein.

17. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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 with respect to the subject matter hereof.

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EXHIBIT A

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.

2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.

3. Any funds advanced to "the Subrecipient" must be expended within thirty (30) days of receiving the advanced funds.

SPECIAL CONDITIONS - FFY 2022

SUBGRANTEE: City of Nashua GRANT AWARD AMOUNT: $26,800.00

GRANT TITLE: State Homeland Security (HLS) Program GRANT AWARD DATE: Sep-2022

GRANT PROGRAM: HLS Exercise Grants **CFDA#: 97.067**
DHS Grant Award Number: Grant Award: EMW-2022-SS-00036

ALL SPECIAL CONDITIONS MUST BE RESPONDED TO ***WITHIN THIRTY (30) DAYS*** FROM THE AWARD DATE AND PRIOR TO DISBURSEMENT OF FUNDS UNLESS OTHERWISE SPECIFIED. **THESE GRANT FUNDS EXPIRE ON August 31, 2025.** Accordingly, per DHS/FEMA: Office of Financial & Grants Management guide: page 21: The award period is the period of time when Federal funding is available for obligation by the recipient. The recipient may charge to the grant only allowable costs resulting from the obligations incurred during the funding period... Any funds not properly obligated by the recipient within the grant award period will lapse and revert back to DOS or DHS/FEMA...The obligation period is the same as the award period listed on the award document.

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

* *

1. Please note the following special conditions for your grant award:
   a. Indicate which of the following is true regarding the project funded with these Homeland Security dollars by circling the correct selection (circle only one).
      i. Sustaining or maintaining a capability acquired with federal homeland security funding;
      ii. Sustaining or maintaining a capability acquired without federal homeland security funding; or
      iii. Developing or acquiring a new core capability.
   b. Per 2022 Grant Guidance, please provide your UEI number here:

_____

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c. No purchase of this equipment can be made until it is determined if an EHP review is required. If it is, no purchase can be made until an EHP approval is received. As stated in the AEL: "Certain products in this category have been identified as requiring an Environmental and Historic Preservation (EHP) review. EHP documents are located at the following website (scroll to bottom of page under FY 2021 EHP/NEPA Guidance): https://www.nh.gov/safety/divisions/homeland/2021 HomelandSecurityGrantittml and must be completed and submitted electronically to **Pamela.Urban-Morinados.nh.gov.**

d. Per 2 CFR 208 and Subpart D, the organization must submit its most recent audit to be subject to a risk assessment testing for fiscal practices and capabilities. This must be submitted within 15 days of the date of this award and may necessitate the addition of more special conditions to this award accordance with the results of the standard risk assessment review. This grant is not VALID until the risk assessment is completed successfully.

e. Sub-recipients for the FY21 State Homeland Security Program (SHSP) awards are required to complete the 2021 Nationwide Cybersecurity Review (NCSR) and submit a copy of the Completion Certificate to the Grants Management Bureau. More information regarding this requirement can be found at Nationwide Cybersecurity Review (NCSR) (cisecurity.org) — https//www.cisecurity.org/ms-isac/services/ncsr/ Note: This site closes on February 28, 2022.

f. Procurement procedures per 2 CFR 200 must be followed and documentation attached must be submitted to DOS-GMB prior to any purchase as outlined.

g. All grants awarded from the FFY22 Homeland Security Grant Program (and any future grants through the Homeland Security Grant Program) will need to transition to a new process which involves approval by the Governor & Executive Council. This may require your office to submit formal acceptance of grant funds per NH RSA after Governor and Council approval for NH DOJ approval.

h. No work can begin until all special conditions and approval from the Governor and Executive Council are met and you have received an "OK to Proceed" from the Grant Management Bureau.

2. ***Equipment:*** The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Bureau." Additionally, when practicable, any equipment

   a. purchased with funding under this agreement shall bear on it the logos of the NH Department of Safety - Grants Management Bureau and U.S. Department of Homeland Security.

3. ***Publications:*** The recipient agrees that all publications created with funding under this grant shall prominently contain the following: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD, the U.S. Department of Homeland Security or the NH Department of Safety (DOS)".

4. ***Project Implementation:*** The subrecipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. For projects subject to EHP/NEPA, NO work can begin until EHP/NEPA approvals are granted. DOS-GMB will advise sub-recipient of the approval once received. DOS-GMB reserves the right to verify project start date. All projects must be competed at least 30 days prior to end of the grant period as specified on the Grant Special Conditions page. No work may be completed or be eligible for reimbursement if it occurs after the grant period end date.

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5. All sub-grantees must comply with the Grant Terms and Conditions included with this award.

6. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2022 Homeland Security Grant Program Guidelines. Additional information about achieving compliance is available through the training officers at the NH Department of Safety's Fire Academy and EMS Bureau and the Division of Homeland Security and Emergency Management.

7. All sub-grantees must comply and be familiar with Homeland Security Presidential Policy Directive-8, the National Preparedness System* (NPS) and the National Preparedness Goal (NPG). See: http://www.dhs.gov/presidential-policy-directive-8-national-preparedness .

8. It is recommended that all grant recipients modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols. http://www.dhs.gov/xlibrary/assets/NRP_Brochure.pdf

9. All SHSP sub-grantees must, when appropriate, engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines. Grantees are encouraged to integrate with the Citizens' Corp from their local area. Contact VolunteerNH!

10. Recurring costs/fees are not allowable for funding under the 2022 Homeland Security Grant Program. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only and cannot extend beyond the end date of the grant.

Signature of Authorized Official — Date: 1/25/24

Signature of Program Manager/Contact — Date: 1/24/2024

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Fiscal Year 2022: DHS/FEMA Standard Terms and Conditions- Homeland Security Grant Program

Article I - Summary Description of Award

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the OHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $4,602,500, and Operation Stonegarden (OPSG) funding in the amount of $180,000. The following counties shall receive OPSG subawards for the following amounts: Coos, $180,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

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

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

Article V - Universal Identifier and System of Award Management

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

Article VI - Americans with Disabilities Act of 1990

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

Article VII • SAFECOM

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

Article VIII - Rehabilitation Act of 1973

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

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Article IX - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et* seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article X - Acknowledgement of Federal Funding from DHS

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

Article XI - USA PATRIOT Act of 2001

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

Article XII -Age Discrimination Act of 1975

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

Article XIII • Civil Rights Act of 1964 - Title VI

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

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

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

Article XV - Notice of Funding Opportunity Requirements

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

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

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

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b. Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
c. The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of $500,000 or more.

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

    a. Subrecipients agree to follow the terms of 2 CFR 200.317 — 200.326. In part this includes the following long term obligation (paraphrased here for outline purposes only but not meant to be a substitute for understanding and applying the 2 CRF 200.310-200.316): Management requirements. Procedures for managing equipment (including

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Article XVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMNGMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD(fema.dhs.00v if you have any questions.

Article XVIII - Non-Supplanting Requirement

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

Article XIX - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free WorkplaceActof1988(41* U.S.C. sections 8101-8106).

Article XX - Federal Leadership on Reducing Text Messaging while Driving

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

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

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by OHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the OHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must
complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPO) along with all other pertinent project information. The **EHP** review process must be completed before funds are released to carry out the proposed project; otherwise, OHS/FEMA may not be able to fund the project due to noncompliance with **EHP** laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable; and DHS/FEMA.

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Article XXII - OHS Specific Acknowledgements and Assurances

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

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

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

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

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. OHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the OHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/ privacy/privacy_pia_guidancejune2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/ privacy_pia_template 2017.pdf as useful resources respectively.

Article XXIV • Civil Rights Act of 1968

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

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Article XXV • **Debarment and Suspension**

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

Article XXVI • Activities Conducted Abroad

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

Article XXVII - Energy Policy and Conservation Act

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

Article XXVIII - Procurement of Recovered Materials

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

Article XXIX - Homeland Security Grant Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article XXX - Terrorist Financing

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

Article XXXI - Prior Approval for Modification of Approved Budget

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

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Article XXXII - Hotel and Motel Fire Safety Act of 1990

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

Article XXXIII - Duplication of Benefits

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

Article XXXIV - Fly America Act of 1974

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

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

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

Article XXXVI - Lobbying Prohibitions

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

Article XXXVII - False Claims Act and Program Fraud Civil Remedies

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

Article XXXVIII - Federal Debt Status

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

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

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

Article XL - Disposition of Equipment Acquired Under the Federal Award

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

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

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

Article XLII • Copyright

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

Article XLIII - Reporting Subawards and Executive Compensation

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

Article XLIV - Use of DHS Seal, Logo and Flags
Recipients must obtain permission from their OHS FAQ prior to using the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV • Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.0 section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

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

OHS financial assistance recipients must complete either the Office of Management and Budget (0MB) Standard Form 4248 Assurances - Non-Construction Programs, or 0MB Standard Form 4240 Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the OHS financial assistance office (OHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the OHS FAO if you have any questions.

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

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

Article XLVII • Patents and Intellectual Property Rights

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

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2022 DHS/FEMA Homeland Security Grant Program General State/Federal Grant Terms and Conditions

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

1. ***Allowable Costs:*** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable 2 CFR 200 and the FFY 2021 U.S. Department of Homeland Security, Grant Program Guidance and Application Kit. The applicant assures that it will comply and all its sub-recipients and contractors will comply, with the applicable provisions of the U.S. Department of Homeland Security, FFY 2021 Homeland Security Grant Program Guidance and Application Kit, and all other applicable federal laws, orders, circulars or regulations.
2. ***Freedom of Information Act (FO1A):*** FEMA recognizes that much of the information submitted in the course of applying for funding under this program or provided in the course of its grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5. U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office, and may likely fall within one or more of the available exemptions under the Act. The applicant is encouraged to consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process. The applicant may also consult FEMA regarding concerns or questions about the release of information under State and local laws. The grantee should be familiar with the regulations governing Sensitive Security Information (49 CFR Part 1520), as it may provide additional protection to certain classes of homeland security information.
3. ***Availability of Federal Funds:*** This grant award is contingent upon availability of federal funds approved by Congress.
4. ***Bidding Requirements:*** The subrecipient must comply with proper competitive bidding procedures as 2 CFR 200.310-316 and 2 CFR 200.317-326. On any items, including those bids in the aggregate, whose total cost is less than $5,000, the bids do not have to be submitted to the DOS for review and approval; but adequate documentation must be maintained in the subrecipient's files. On any items, including those bids in the aggregate, whose total cost is $5,000 or more, bids must be submitted to DOS, if requested.
    a. Buy American Act SEE ARTICLE II herein) : In general, grantees are not required to comport with the restrictions of the Buy American Act (41 U.S.C. 10a) However, grants authorized under the Stafford Act, including EMPG program, must follow these standards. The Buy American Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such purchases would not be in the public interest
5. ***Bonding:*** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.
6. ***Closed-Captioning of Public Service Announcements:*** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
7. ***Compliance Agreement:*** The subrecipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by DOS. Failure to comply could result in a "Stop Payment" being placed on the grant.
8. ***Conflict Of Interest:*** Per 2 CFR 200 Recipients and subrecipients must disclose in writing to FEMA or its pass through entity, any potential conflict of interest in the Federal award's lifecycle. Personnel and other officials connected with this grant shall refer to the advice below but insure that a local policy is in place to comply generalized paraphrased policy sample herein and given below:

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

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

(1) Using his or her official position for private gain;
(2) Giving preferential treatment to any person;
(3) Losing complete independence or impartiality;
(4) Making an official decision outside official channels; and/or
(5) Adversely affecting the confidence of the public in the integrity of the government or the program. Recipients and subrecipients must disclose, in a timely manner and in writing to FEMA or the pass-through entity, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

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

14. ***Deobligation of Grant Funds:*** All grants must be deobligated at the end of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by DOS.

15. ***Disclosure of Federal Participation:*** In compliance with Section 623 of Public Law 102-141, the subrecipient agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subrecipient agrees to the following:

a. Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition and

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replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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

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

(1) Title will remain vested in the Federal Government.

(2) Grantees or subrecipients will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.

(3) When the equipment is no longer needed, the grantee or subrecipient will request disposition instructions from the Federal agency.

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

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200.

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

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

(1) The property shall be identified in the grant or otherwise made known to the grantee in writing.

(2) The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow 2 CFR 200

(3) When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

Subrecipient Initials: 1.)_____ 2.)_____ 3.)_____ Date: 1/25/24

24. ***Records:*** The applicant will give the grantor agency or the DHS or the Office of the Inspector General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.
25. ***Recording and Documentation of Receipts and Expenditures:*** Subrecipient's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

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

As a condition of the receipt of these funds:
Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program.

Tracking of Equipment:

Subrecipient Initials: 1.) 2.)_____ 3.)_____ Date: 1/25/24

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

Equipment valued over $5,000:

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

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

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

National Incident Management System (NIMS) Implementation
Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS. The list of objectives used for progress and achievement reporting is on FEMA's website at: www.fema.2.oviemer<uencv-managers/aims/implementation-training;
Please see the: Preparedness Grants Manual for more information on NIMS. Recipients should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is on DHS/FEMA's website.

Subrecipient Initials: 1.)_____ 2.)_____ 3.)_____ Date: 1/25/24

CERTIFICATION BY PROGRAM MANAGER/CONTACT*

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

Name: __Emily Martuscello_____
Agency: _Nashua Office of Emergency Management__
Phone Number: _603-767-9714____
Fax Number:
Signature: Emily Martuscello

Title: _EMD_____
Mailing Address: __38 Lake St._____
_Nashua, NH 03060____
Email Address: martuscelloe@nashua.nh.gov

Subrecipient Initials: 1.) JW 2.)_____ 3.)_____ Date: 1/24/25/24 1/24/25/24 1/24/25/24 1/24/25/24 11/25/24/25/24!

CERTIFICATION BY FINANCIAL OFFICER*

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

Name: John Griffin
Agency: City of Nashua
Phone Number: 603-589-3233
Fax Number:
Signature:

Title: CFO
Mailing Address: 229 Main Street
Nashua, NH 03060
Email Address: griffinj@nashuanh.gov

CERTIFICATION BY AUTHORIZED OFFICIAL*

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

Name: James Donchess
Agency: City of Nashua
Phone Number: 603-589-3260
Fax Number:
Signature:

Title: Mayor
Mailing Address: 229 Main Street
Nashua, NH 03060
Email Address: mayor@nashuanh.gov

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

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

Subrecipient Initials: 1.) 2.)_____ 3.)_____ Date: 1/25/24 1/25/24 1/25/24

OMB Number: 4040-0007
Expiration Date: 06/30/2014

Assurances - Non-Construction Programs

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Jim Donchess	Mayor
APPLICANT ORGANIZATION	**DATE SUBMITTED**
City of Nashua	1/25/24

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

Subrecipient Initials: 1.) JD 2.)_____ 3.)_____ Date: 1/25/24

ACCEPTANCE OF AUDIT REQUIREMENTS
FFY 2022 Homeland Security Grant Program

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

NH Department of Safety
Homeland Security & Emergency Management
33 Hazen Drive
Concord, NH 03305

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

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

   Beginning: July 1, 2023_____ Ending: June 30, 2024
   date date

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

   Date: January, 2025

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

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

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

Signatures: _____ **Dated:** _____

Program Director	Financial Officer	Authorized Official (per RSA 31:95b or RSA 37:6)
Emily Martuscello	John Griffin	Jame Donchess
Print Name	Print Name	Print Name

Subrecipient Initials: 1.) _____ 2.)_____ 3.)_____ Date: 1/25/24

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

SUB-RECIPIENT INFORMATION REPORTING FORM

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

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

SECTION I. AGENCY/INSTITUTION NAME & ADDRESS

Name: City of Nashua		
Address: 299 Main Street		
City: Nashua	State: NH	Zip Code: 03060 - 2707 (9 digits required)
Sub-Recipient UEI Number: JB&ADH3EEH42		
Sub-Recipient MPIN Number (CCR Registration Number): Completed: _____ Yes _____ No		

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

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

Sub-Recipients Annual Gross Revenues Exceeded 80 percent or more in Federal Awards	Yes	No
Sub-Recipients Annual Gross Revenues Equal or Exceed $25,000,000.00. in Federal Awards	Yes	No
Sub-Recipient's 5 Most Highly Compensated Officers	Officer Names	Officer Compensation
	1.	
	2.	
	3.	
	4.	
	5.	
Comments		

PREPARED BY:		DATE:
Name: Emily Martuscello		1/24/24
Title: EMD		
Telephone:	Email: martuscelloe@nashuanh.gov	

HS-21 (1/11)REV NHDOS 9/21

INSTRUCTIONS ON NEXT PAGE

Subrecipient Initials: 1.) [signature] 2.)_____ 3.)_____ Date: 1/25/24

Instructions for Completing Sub-Recipient Information Reporting Form

Agency/Institution Name & Address

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

Sub-Recipient DUNS Number

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

Sub-Recipient MPIN/CCR Number (not required)

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

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

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

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

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

Sub-Recipient Highly Compensated Officers

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

Comments

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

Subrecipient Initials: 1.) 2.)_____ 3.)_____ Date: 1/25/24

EXHIBIT B

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the City of Nashua (hereinafter referred to as "the Subrecipient") $26,800.00 to conduct department-wide exercises with Fire and Police testing their active threat procedure and warm zone EMS operations. The exercise series will consist of 12-15 days of drills where all responders will be given the opportunity to run through various scenarios together in joint Fire/Police exercises. Nashua will be purchasing disposable medical equipment that will be used for this exercise.

2. "The Subrecipient" agrees that the project grant period ends August 31, 2025, and that a final performance and expenditure report will be sent to "the State" by September 29, 2025.

3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date.

Subrecipient Initials: 1.) 2.)_____ 3.)_____ Date: 1/25/24

EXHIBIT C

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	N/A	$26,800.00	$26,800.00
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: State Agency Homeland Security Grant Award (SHSP) EMW-2022-SS-00036			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.067 (SHSP)			
Applicant's Unique Entity ID (UEI):			

2. PAYMENT SCHEDULE

a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to $26,800.00.

b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

c. "The State" shall reimburse up to $26,800.00 to "the Subrecipient" upon "the State" receiving a reimbursement request with match documentation and appropriate backup documentation (i.e., copies of invoices, copies of canceled checks, and/or copies of accounting statements).

Subrecipient Initials: 1.) 2.)_____ 3.)_____ Date: 1/25/24

A regular meeting of the Board of Aldermen was held Wednesday, January 24, 2024, at 7:30 p.m. in the aldermanic chamber.

President Lori Wilshire presided; City Clerk Dan Healey recorded.

Prayer was offered by City Clerk Dan Healey; Alderman-at-Large Ben Clemons led in the Pledge to the Flag.

Let's start the meeting by taking a roll call attendance.

The roll call was taken with 13 members of the Board of Aldermen present: Alderman Moran, Alderman Thibodeau, Alderman Gouveia, Alderman Lopez, Alderman Sullivan, Alderman Clemons, Alderman Sennott, Alderman Jette, Alderman Thibeault, Alderman Klee, Alderman Dowd, Alderwoman Kelly, Alderman Wilshire.

Alderman O'Brien and Alderwoman Timmons were recorded absent.

Mayor James W. Donchess, Corporation Counsel Steve Bolton were also in attendance.

REMARKS BY THE MAYOR

Mayor Donchess

Well first I wanted to thank City Clerk Dan Healey and his staff for running our NH Primary Election yesterday and did a very smooth, and ran things very smoothly, and did a very good job despite some obstacles. There were COVID related absences in various Wards which City Clerk Healey had to cover, find people for, and cover himself. So, again, they did a great job. I'd also like to thank all the poll workers who we know in each of our nine Wards they get up very, very early in the morning, work until late at night, count absentee ballots, and run the operation smoothly, fairly, cleanly as we always have here in Nashua. So I want to thank all the people involved.

Second, I wanted to mention the passing of Al Savage. I'm sure other people here knew him very well. Everything they say about him in the newspaper, all the good things are really true. I mean I knew Al for a lot of years and he died at age 95 but when he was a little younger and I was Mayor also, he ran a lot of youth sports leagues out of the Elk's organization. At that time, the Elk's always down on Daniel Webster Highway and he would hold around six banquets every year at which he would invite each of the young athletes along with their families. These would be held, I think, on a Wednesday night and just as a thank you for all of them becoming involved. I mean he just loved those kids and he gave everything he could to them and he really deserves all of the accolades that he has received since his passing. It's sad that ultimately, he did pass away but he was proceeded by his wife Marion, also very involved and a very dedicated public servant. They jointly received Citizen of the Year Award from the Chamber of Commerce some decades ago but it was a joint award both Al and Marion Savage. So I wanted to speak to his passing.

I also wanted to update you on the entire Board on the action taken by the Finance Committee tonight. The Finance Committee authorized a contract to enable a warming shelter beyond that is being provided by the Nashua Soup Kitchen and Shelter. A warming station is something that operates from the evening around 9 o'clock to 6:00 in the morning for anyone who is unhoused and wishes to get warm and have a place to go. The UU Church on Canal Street agreed to offer their space for this really as a donation. We have agreed to pay them around $3,000 in their anticipated expenses relating to heat, light, and coffee, and other things that they will provide at that site. The contract that was authorized is with East Coast Evolution which is a service provider that is performing a similar service for warming shelters in Manchester and other communities across New Hampshire.

The funds are coming from the Opioid Abatement Trust Fund which Director Bagley testified before the Finance Committee totals right now about $326,000. The amount that it will cost that it will cost to provide this service will be $97,000 of that amount. I think it's important to note that we have this money or at lease most of it because some years ago the Board of Aldermen at the suggestion of our Legal Department authorized the city to enter as a plaintiff in many of these opioid related lawsuits that have come across the country. As a result of being one of the main plaintiffs in that litigation, we receive a greater share of the opioid, the National Opioid Settlements, than we otherwise would if we were simply a receiver community. That money, and there were questions at the Finance Committee related to well what happens when the money runs out, that is possible but these settlements require that the various defendants in these cases, which include the manufacturers of the opioids - Perdue and other pharmaceutical companies - and in many cases distributors - those being the pharmacies and others. The settlements require that those defendants pay into this fund over a period of decades so there will be a continuing stream of funds. Now it may not be as much as we have now but there will be more money coming on a periodic basis as a result of those settlements. So I wanted to make that clear.

Thank our Legal Department for getting us involved in those lawsuits because it has yielded benefits for our community in the form of financial support for anti-opioid and anti-opioid efforts. With that Madam President, I will conclude.

RESPONSE TO REMARKS OF THE MAYOR

Alderman Lopez

With regard to the warming stations, do you know when those will be online?

Mayor Donchess

As soon as possible. I mean we did it on an emergency basis tonight so we can really start it right away.

Alderman Lopez

Are you aware whether those stations are participating in the point in time count?

Mayor Donchess

Director Bagley is nodding her head yes so the answer is yes.

Alderman Lopez

The point in time count is the annual count that we try to determine exactly how many people are unsheltered, or homeless, or whatever category in the city and that information is collaboratively collected across many, many organizations. It's a great night to make that announcement.

Mayor Donchess

I'd like to thank Director Bagley who was very involved, Megan Caron, Matt Sullivan, all of them were involved in sort of putting this together quickly. The point was made that maybe we should have done this earlier which is probably correct but now it has been done and I want to thank them for their efforts.

President Wilshire

I just want to echo what the Mayor said about Al Savage. He was a great guy. I went to a many a roast beef dinner at the Elk's Club with my kids when they were in sports. He was a wonderful guy. He'll be missed.

RECOGNITION PERIOD - None

READING MINUTES OF PREVIOUS MEETINGS

There being no objection, President Wilshire declared the minutes of the organizational and regular Board of Aldermen meetings of January 9, 2024 be accepted, placed on file, and the readings suspended.

COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS

From: Police Chief Kevin Rourke
Re: R-22-056 ARPA Funding

There being no objection, President Wilshire accepted the communication and placed it on file.

PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING – None

COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Mayor Jim Donchess
Re: Multi-Year Contract Award – Logic Monitor

MOTION BY ALDERMAN KLEE TO ACCEPT, PLACE ON FILE, AND APPROVE A MULTI-YEAR RENEWAL CONTRACT FOR THE CONTINUED LOGICMONITOR MONITORING AND SUPPORT SERVICES WITH LOGIC

MONITOR IN THE AMOUNT OF $15,933. FUNDING WILL BE THROUGH DEPARTMENT: 120 TECHNOLOGY MAINTENANCE; FUND: 54407 SOFTWARE MAINTENANCE
MOTION CARRIED

From: Mayor Jim Donchess
Re: Multi-Year Contract Award – Hyland Software, Inc.

MOTION BY ALDERMAN GOUVEIA TO ACCEPT, PLACE ON FILE, AND APPROVE THE AMENDMENT TO THE HYLAND UNDERLYING LICENSE AGREEMENT BY REPLACING FTINDEXING & REPORT SERVICES MODULES WITH A FULL-TEXT SEARCH AND REPORTING DASHBOARD SUBSCRIPTION LICENSE WITH HYLAND SOFTWARE, INC., IN THE AMOUNT OF $10,976.31. FUNDING WILL BE THROUGH DEPARTMENT: 120 TECHNOLOGY MAINTENANCE; FUND: 54407 SOFTWARE MAINTENANCE
MOTION CARRIED

PETITIONS - None

NOMINATIONS, APPOINTMENTS AND ELECTIONS

Joint Convention with the Woodlawn/Pinewood Cemeteries

There being no objection, President Lori Wilshire declared that the Board of Aldermen meet in joint convention with the Woodlawn/Pinewood Cemeteries for the purpose of electing a trustee and called for a nomination.

Trustee Niles Jensen nominated Marc W. Plamondon for a five-year term to expire on March 31, 2029.

There being no objection, President Wilshire closed the nomination.

A viva voce roll call was taken on the appointment of Marc W. Plamondon which resulted as follows:

Yea: Alderman Moran, Alderman Thibodeau, Alderman Gouveia, Alderman Lopez, Alderman Sullivan, Alderman Clemons, Alderman Sennott, Alderman Jette, Alderman Thibeault, Alderman Klee, Alderman Dowd, Alderwoman Kelly, Alderman Wilshire

Trustee Niles Jensen, Mayor Donchess 15

Nay: 0

MOTION CARRIED

President Wilshire declared Marc W. Plamondon duly appointed to the Woodlawn/Pinewood Cemeteries for a term to expire March 31, 2029.

Oath of office administered by Corporation Counsel.

There being no objection, President Wilshire declared that the Joint Convention now arise.

Business and Industrial Development Authority

John Stabile (re-appointment) Term to Expire: September 22, 2025
48 Lutheran Drive
Nashua, NH 03063

Conservation Commission

Carol Sarno (re-appointment) Term to Expire: December 31, 2026
15 Rocky Hill Drive
Nashua, NH 03062

Zoning Board of Adjustment

Joshua Nehiley (alternate to member) Term to Expire: September 11, 2024
10 Roderick Circle
Nashua, NH 03062

Alderman Moran

Point of Order.

President Wilshire

Alderman Moran.

Alderman Moran

Thank you. I just wanted to follow up from last term regarding the reappointments and resumes. I didn't see any in the packet. I'm not sure if that's going to happen at Personnel and will the full Board eventually get those or just the Personnel Committee?

Donna Graham, Legislative Affairs Manager

They go to Personnel members. They are on-line but if you want me to I can send them to the entire Board as well.

Alderman Moran

I would personally like them but I don't want to speak on behalf of the President if something needs to be communicated to the full Board.

President Wilshire

Are you on the Personnel Committee?

Alderman Moran

No, I'm not but I will attend and watch the video like I have in the past but I just wanted to see them.

Donna Graham, Legislative Affairs Manager

I can forward them to you.

Alderman Moran

Thank you.

Donna Graham, Legislative Affairs Manager

You're welcome.

There being no objection, President Wilshire accepted the Appointments by the Mayor as read and referred them to the Personnel/Administrative Affairs Committee.

REPORTS OF COMMITTEE

Finance Committee 01/03/2024, 01/17/2024

There being no objection, President Wilshire declared the reports of the January 3 and 17, 2024 Finance Committee be accepted and placed on file.

CONFIRMATION OF MAYOR'S APPOINTMENTS - None

UNFINISHED BUSINESS – RESOLUTIONS

R-24-001

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderwoman-at-Large Gloria Timmons
Alderman-at-Large Melbourne Moran, Jr.
Alderman Tyler Gouveia
Alderman Thomas Lopez
Alderman John Sullivan
Alderman Tim Sennott
Alderman Patricia Klee
Alderman Richard A. Dowd
Alderwoman-at-Large Shoshanna Kelly
Alderman-at-Large Lori Wilshire

(RELATIVE TO THE ACCEPTANCE OF $26,800 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY INTO POLICE GRANT ACTIVITY "2022 HOMELAND SECURITY GRANT PROGRAM – ACTIVE THREAT TRAINING")

(MOTION BY ALDERMAN LOPEZ FOR FINAL PASSAGE OF R-24-001)
(MOTION CARRIED)

(Resolution R-24-001 declared duly adopted.)

UNFINISHED BUSINESS – ORDINANCES - None

NEW BUSINESS – RESOLUTIONS

R-24-004

Endorsers: Mayor Jim Donchess
Alderman-at-Large Melbourne Moran, Jr.
Alderman Thomas Lopez
Alderman John Sullivan
Alderman-at-Large Ben Clemons
Alderman Tim Sennott
Alderman Derek Thibeault
Alderman Patricia Klee
Alderman Richard A. Dowd
Alderwoman-at-Large Shoshanna Kelly
Alderman-at-Large Lori Wilshire

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF $51,843.88 OF FY2024 UNANTICIPATED REVENUE INTO FUND #7024 "OPIOID ABATEMENT EXPENDABLE TRUST FUND"

Given its first reading; Assigned to the BUDGET REVIEW COMMITTEE and SCHEDULE A SPECIAL BOARD OF ALDERMEN PUBLIC HEARING ON THURSDAY, FEBRUARY 8, 2024 AT 7:00 P.M., by President Wilshire

R-24-005

Endorsers: Alderman Richard A. Dowd
Alderman-at-Large Melbourne Moran, Jr.
Alderman-at-Large Lori Wilshire

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000) TO FUND ADDITIONAL COSTS FOR THE BUILDING RENOVATIONS AT THE BIRCH HILL AND MAIN DUNSTABLE ELEMENTARY SCHOOLS

Given its first reading; Assigned to the BUDGET REVIEW COMMITTEE, BOARD OF EDUCATION, and SCHEDULE A SPECIAL BOARD OF ALDERMEN PUBLIC HEARING ON THURSDAY, FEBRUARY 8, 2024 AT 7:00 P.M., by President Wilshire

R-24-006

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Tyler Gouveia

Alderman Tim Sennott
Alderman Patricia Klee
Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE OF THE 2022-2023 DOWNTOWN NASHUA CIRCULATION STUDY FOR USE AS GUIDANCE IN PLANNING AND FUTURE DECISION MAKING

Given its first reading; Assigned to the COMMITTEE ON INFRASTRUCTURE, by President Wilshire

R-24-007

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Tyler Gouveia
Alderman John Sullivan
Alderman Tim Sennott
Alderman Patricia Klee
Alderman-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE OF THE 2022-2023 DOWNTOWN NASHUA PARKING STUDY FOR USE AS GUIDANCE IN PLANNING AND FUTURE DECISION MAKING

Given its first reading; Assigned to the COMMITTEE ON INFRASTRUCTURE, by President Wilshire

R-24-008

Endorsers: Mayor Jim Donchess
Alderman-at-Large Ben Clemons
Alderman-at-Large Lori Wilshire

AUTHORIZING THE MAYOR TO ENTER INTO A FOURTH AMENDMENT TO CONCESSION AGREEMENT WITH GRANITE DIAMOND, LLC

Given its first reading; Assigned to the FINANCE COMMITTEE, by President Wilshire

R-24-009

Endorser: Mayor Jim Donchess

AUTHORIZING RELEASE OF CERTAIN STORMWATER EASEMENTS AND RESTRICTIONS

Given its first reading; Assigned to the COMMITTEE ON INFRASTRUCTURE, by President Wilshire

NEW BUSINESS – ORDINANCES - None

PERIOD FOR GENERAL PUBLIC COMMENT - None

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Alderman Moran

Thank you, Madam President. First and foremost, thank you to Clerk Healey and the poll workers for putting on a great election. I'm sure you've got plenty of sleep by now. I was obviously in Ward 9 and I'm sure my colleague from Ward 9 can attest it was very busy, very well handled. Me, my wife, and my daughter had the day off from school because of voting. We were in and out and we stopped by the PTO stand but it was definitely heavy foot traffic for sure. So good job. Were extra ballots requested for any of the Wards?

Dan Healey, City Clerk

We came close in a few Wards but we didn't need any extra. So in State elections, they come from the Secretary of State. They decide the number. We were very close in Ward 5 and we ended up having enough so it was good.

Alderman Moran

Definitely a good turnout.

Second, I just want to publicly I guess congratulate my wife for a couple of things. I'm not sure if anyone has noticed. I know Director Sullivan noticed but he's not around today but she was on CNN last week asking mental health questions to Ron DeSantis. She was invited on by CNN and it was great to see her asking the policy questions of the candidate. I think she might have drove him out of New Hampshire.

Second too staying on complimenting my life partner, she was recently nominated and voted onto the Board of Alumni for Rivier. Tonight was supposed to be her first meeting but we had an emergency Finance Committee meeting and I had to be here to vote for an emergency shelter and she had to skip her first meeting but I'm sure she looks forward to the future ones.

More congratulations though but down to my colleague down to the right from Ward 4. Congratulations - licensed clinical mental health counselor Tom Lopez formerly from Board of Mental Health. I understand he had a superb, someone called the person an expert clinical supervisor but now he no longer requires supervision but congratulations to Alderman Lopez.

President Wilshire

Congratulations Alderman Lopez.

Alderman Gouveia

Thank you, Madam President. I think there's a lot of people around the horseshoe. I've noticed Ward 1 has been in the news on Saturday night which is super, super unfortunate but I do just want to thank the Nashua PD for their speedy response in ensuring the neighborhoods were kept safe during all this. I'd like to stress the importance of the training and the amount of money we spend on training our Police Department. Although it might have seemed costly upfront in situations like what we saw Saturday night, Sunday morning. It's worth every penny and you can't really put a price tag on it.

On a more positive note, I would like to thank the New Hampshire Senate, the Health & Human Services Committee, for their positive recommendation of SB70 - I have the wrong Bill number, sorry, but it provides yearly optional cancer screening for firefighters all across the State so that's a big start. That will go to the Senate floor and then we'll hopefully make it through Senate Finance, and the House, and be signed by the Governor and our firefighters will be able to receive optional cancer screening. So that would be a very big step in the right direction for that industry.

Alderman Lopez

Some community events - on February 17th, there' will be a Noche Fuego event over at Soel Sisters. Anybody looking for a couple of Valentine's Day plans. It's a chance for a Spanish dinner, music, and dancing. So that should be something to look forward to on February 17th.

I wanted to thank all of our poll workers who worked long hours, especially considering the extra impact of the write-in campaign that was taking place. I want to thank everybody who put their time and effort into supporting their candidates. I met a couple of people who came up from New York to support theirs. I met a lot of neighbors and residents in Ward 4 who were passionate about their choices. Overall, I think we had a great turnout and I'd love to see that continue. I want to thank City Clerk Healey for organizing everybody and leading them in such a successful and very much closely watched endeavor because I don't think we've ever been quite this closely scrutinized given all of the tension between the Democratic National Convention and our local NH deserved its primary democrats. So I think there's a lot of scrutiny and a lot of attention to it and I think it was very well handled and very smoothly. So I'm very grateful to our staff.

I also want to recognize Fred Davis and Arthur Craffy who oversaw our event locally at Ledge Street School. Thank you very much.

Alderman Sullivan

Thank you. Kudos to City Clerk Healey for a very smooth primary day yesterday. As was mentioned earlier, Ward 9 went really well. It's great because I wasn't really quite sure what to expect on a primary day and I went mid-day and the traffic was steady. So that's good especially for folks that are there all day. As long as there is people coming in, it kind of moves the day along. So thank you to all the people that helped out not just in Ward 9 but across the city.

It's always great to go and vote and an impromptu Ward meeting breaks out. I should wear a hat and sunglasses next time but it's good to connect with voters and the public.

I also want to from what I know, you can fact check me on this, but I think there is about 13 promotions coming up on Sunday for Nashua Fire & Rescue over at I think it's at Nashua High North that's happening on Sunday. Congratulations to all of the folks from Nashua Fire & Rescue that are getting a nice promotion on Sunday. That's it.

Alderman Sennott

Thank you, Madam President. I certainly want to reiterate the comments and kudos to City Clerk Healey and to all our poll workers throughout Nashua and give special recognition to the folks over in Ward 7. Yesterday was the first election in about 6 years where I wasn't onsite from start to finish and so it was a little weird to just get up and leave the house at 6:15 and then go to work and then show up, vote, say a couple hellos, and leave. We got a new moderator in there and so I kind of went in apprehensively. That's sort of become my baby if you will but we went in during the evening rush. People were smiling, people were happy, things were moving smoothly so I certainly want to offer kudos to moderator Evelyn Lewis, our long-time clerk Judy Blachek, and our three Selectmen Lynn Laughton, Elizabeth Forney, and Dee Hogan. That's all I have.

Alderman Thibeault

Thank you, Madam Chair. I wasn't going to speak but since everybody's speaking about the election yesterday. Thank you to Dan, and everybody, all the poll workers at all the different polls. I went to Ward 8. I was probably there about a half hour. Overall, it was smooth but while I was there, like I said I wasn't there that long, I went out and spoke to one of the women holding a sign. She is a (inaudible) American and someone drove by and gave her the finger while I was there. So you know there was some of that going on yesterday. I also got an email today or instant message from a woman. I believe she was probably working in Ward 2 because that's where she's from. She's a 76-year old woman and someone went right up to her and started screaming at her. So those are the things that I just have problems with in the city. I don't care who you vote for. You can vote for whoever you want but I don't know why people can't be civil. If you don't like the sign, don't wave back. It's pretty simple, right? She was only trying to be nice and wave to people coming in. So I thought that part was awful and it's nothing that we can do here in the city. It's human behavior. I was a little disappointed in my time there but as far as the polls, they went smooth and I didn't hear of any complaints anywhere else in the city. Dan in the last few elections you've done a great job coming here in the last couple of years and hitting every note. So thank you for that and thank you to everybody that was involved to make sure it ran smoothly whether here or at the polls.

Alderman Klee

Thank you, Madam President. I, too, want to echo the thank yous to City Clerk Healey, as well as his staff, and all those who worked at the polls, as well as the voters that came out. I mean obviously the reason why we're here is for them to come out and vote and it is so important. You know I always want people to vote for the same person that I vote for but getting out to vote is the most important thing and this is just the beginning of the season. We'll have the primary I think it's in September and then in November we'll have the general election. So do some homework and be nice when you go out to the polls as Alderman Thibeault said. I, too, have experienced some nastiness and so on. This was the very first time I was not at the polls. I, for personal reasons, couldn't be at the polls this time around.

I also want to the passing of Mr. Savage, Al Savage. I received from probably one of his biggest fans, Mr. Grady contacted me and let me know that he had passed away. For those that do want to pay their respects on Friday between 4:00 and 7:00 at the Rochette Funeral Home there will be services and then the funeral mass will be at 9:30 am at St. Joseph's Worker Church on Saturday. The internment will follow at Woodlawn. So I just wanted to give that information but you go to the Rochette Funeral Home and you can see the obituary and so on.

We did a proclamation to both Al and Marion soon after she passed to pay our respects. It was equally to both of them. I have friends that have worked with Biddy Basketball and so on and he is responsible for our Biddy Basketball who just talked about how she would clean all the uniforms, and do all these things, and they'd have to go and pick them up, and so on but the kindest people that you can imagine. So he will be missed by our city. He truly is an ikon and I know we have a number of Mr. Nashua's but he is Mr. Sports Nashua, I guess you would want to call him.

Also prior to coming to the Finance meeting, I went to the Ward 4/Ward 3 I guess it Crime Watch at the Amherst Street School. Part of the conversation they talked a little bit at the beginning about some traffic issues and so on. One of the things that kind of stuck me that when I've talked to our public works about traffic is that when people are going through stop signs or you feel there is a need for a stop sign, etc. one of the things our Public Works can't just put up stop signs. They have to have a warrant. One of the reasons for doing that is that there have been accidents there or so on so our PD is very, very important when it comes that that and that was one of the questions that I asked them. Do you get a lot of reports and people tend to complain on Facebook and don't do those reports? So even if someone isn't coming out there, do those reports, get that information, contact the PD number if you feel that there's a particular intersection that's very hazardous. I just want to kind of get that out. It was just – it kind of hit me when we were talking of people complaining and say we need stop signs here. We, this body, does legislation for it but not until we get Public Works approval and so on. Thank you, Madam President.

Alderman Dowd

Just a shout out. My condolences to the Savage family.

Also, I'd like to give a shout out to Alderwoman Timmons who sat at the polls checking people in all day. It's probably why she's not able to be here this evening. When I went to vote, City Clerk Healey was at Ward 2 so I guess he was giving his oversight to a good Ward. So shout out to him as well. Thank you.

Alderwoman Kelly

It's funny I was about to give the same story. I'm really proud of the turn out in Ward 5. Clerk Healey was there when I was there so I got to hear a little bit of how his day was going and I appreciate all the work that you were doing keeping everything going so smoothly and the poll workers as well. It was a good turn out and I was glad to see it for sure.

I also wanted to thank the Finance Committee for coming in and doing the emergency funding. I know that the Soup Kitchen and Shelter and others in the community have been concerned about how we were going to get that warming station up. So it sounds like a community effort between Director Bagley, the Soup Kitchen, and everyone coming together. Thank you for doing all that.

Alderman Wilshire

I, too, would like to thank the City Clerk, his staff, and all the poll workers for their work yesterday. It's a long day and with all the write-ins, I'm sure it was an even longer day for you. So thank you for that.

Committee announcements:

Alderman Dowd

Yes, tomorrow evening Joint Special School Building Committee at Nashua High School North, Board Room, at 7:00 p.m.

ADJOURNMENT

MOTION BY ALDERMAN MORAN THAT THE JANUARY 24, 2024, MEETING OF THE BOARD OF ALDERMEN BE ADJOURNED
MOTION CARRIED

The meeting was declared adjourned at 8:08 p.m.

Attest: Dan Healey, City Clerk

City of Nashua
229 Main Street
Nashua, NH 03061-2019
(603) 589-3010, Option #5
CityClerkDept@NashuaNH.Gov

Office of the City Clerk

Daniel Healey
City Clerk
Roger Ordway Jr.
Deputy City Clerk

CERTIFICATION OF MUNICIPALITY

I, Daniel Healey, City Clerk of the City of Nashua, County of Hillsborough, State of New Hampshire, do hereby certify that:

1. I am the duly appointed City Clerk for the City of Nashua, NH;
2. I maintain and have custody of and am familiar with the seal and minute books of the municipality;
3. I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
4. That James W. Donchess was elected Mayor, by the voters of the City of Nashua, at the Municipal Election held on November 7, 2023;
5. The attached is a true copy of City Charter Section 45 which identifies the Mayor as the chief administrative officer and head of the administrative branch of city government. As such, the mayor supervises the administrative affairs of the city, carries out the policies enacted by the Board of Aldermen, and performs those duties prescribed by resolution or ordinance of the Board of Aldermen.
6. The foregoing charter provision, approved by the voters of Nashua, is in full force and effect, unamended, as of the date hereof; and
7. The following persons lawfully occupy the office(s) indicated below:
   James W. Donchess, Mayor
   Steven Bolton, Corporation Counsel
   John Griffin, Chief Financial Officer/Tax Collector/Treasurer
   Daniel Healey, City Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the Municipality this 25th day of January, 2024.

Attest:

Daniel Healey, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 25th day of January 2024, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me, to be the City Clerk of the municipality identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I have hereunto set my hand and official seal:

Notary Public/Justice of the Peace

ROGER C. ORDWAY JR.
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
November 6, 2024

§ 45. [Mayor, general duties; administrative assistant, compensation]

The mayor shall be the chief administrative officer and the head of the administrative branch of the city government. He shall supervise the administrative affairs of the city and shall carry out the policies enacted by the board of aldermen. He shall enforce the ordinances of the city, this charter, and all general laws applicable to the city. He shall keep the board of aldermen informed of the condition and needs of the city and shall make such reports and recommendations as he may deem advisable, and perform such other duties as may be prescribed by this charter or required of him by ordinance or resolution of the board of aldermen, not inconsistent with this charter. He shall have and perform such other powers and duties not inconsistent with the provisions of this charter as now are or hereafter may be conferred or imposed upon him by municipal ordinance or upon mayors of cities by general law. The mayor shall nominate and the aldermen confirm an administrative assistant to the mayor who shall serve for an indefinite term and perform such duties and functions as the mayor shall designate. Said administrative assistant shall be chosen for his executive and administrative qualifications and need not be a resident of this state. He shall receive such compensation as may be set by ordinance.

Client#: 1664199 CITYNASH3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/05/2024

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
12 Gill Street Suite 5500
Woburn, MA 01801
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CONTACT NAME: Maria Nixon
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035
E-MAIL ADDRESS: Maria.Nixon@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Alternative Insurance Corp	19720
INSURER B : Safety National Casualty Corp	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Nashua
Risk Management Department
229 Main Street;
Nashua, NH 03061

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/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			N1A2RL000000517	07/01/2023	07/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						RETENTION	$300,000
A	AUTOMOBILE LIABILITY			N1A2RL000000517	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							RETENTION	$300,000
A	X UMBRELLA LIAB X OCCUR			NA2UM000000517	07/01/2023	07/01/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4065115	07/01/2023	07/01/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: State Homeland Security (HLS) Program Grant

CERTIFICATE HOLDER

New Hampshire Department of Safety
Division of Homeland;
Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

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

Todd

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