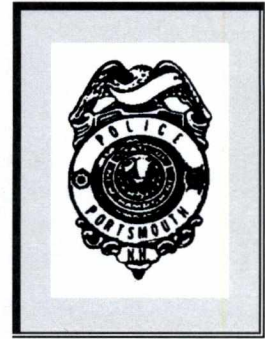


# **BOARD of POLICE COMMISSIONERS**

*of the*

*City of Portsmouth, N.H.*



***Chairman Joseph J. Onosko...Commissioner Jim Splaine...Commissioner Arthur Hilson***

*“Providing Citizen Oversight of Your Police Department”*

**NOTICE:** The Police Commission has a dedicated phone number at the police department. You can call the Commissioners at 603-610-7471 and leave a message regarding your concerns, along with your name and a telephone number. The Commissioners will be advised of your message and someone will return your call in a timely fashion. You can also email the Commissioners directly through the Police Department webpage, by clicking on “Police Commission”, and then clicking on any of the Commissioners’ names.

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

**DATE:** Tuesday, October 23<sup>rd</sup>, 2018 (Tuesday)  
**LOCATION & TIME:** 10:00 a.m., Non-Public, Wm. Mortimer Conference Room, Police Dept.  
5:30 p.m., Public, Eileen Dondero Foley Council Chambers, City Hall

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

**NOTE:** The meeting will start at 10:00 a.m. in the Wm. Mortimer Room. It is anticipated the Commission will go into a non-public session immediately, as provided for under RSA 91-A:3 II (a-e & i) The public session will then resume in Council Chambers whenever the non-public session is finished, which should be at or about 5:30 p.m.

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ACCEPTANCE OF THE MINUTES OF THE MEETING HELD ON:**

September 25<sup>th</sup>, 2018. (Anticipated Action: A motion will be made to accept the minutes of the September 25<sup>th</sup>, 2018 meeting as written.)

**IV. PUBLIC COMMENT**

Individual comment is limited to five minutes.

**V. NEW BUSINESS:**

**A. POLICE COMMISSION:**

1. Commission's Working Group for Review of Body and Car Cameras

**B. CHIEF OF POLICE:**

1. Acceptance of Grants & Donations:

- a. Bulletproof Vest Grant – A grant in the amount of \$5,817.50 has been received from the Bureau of Justice Assistance under the FY 2018 Bulletproof Vest Partnership. Under this partnership, the Bureau of Justice Assistance provides matching grant dollars of 50% of the cost to replace aged bulletproof vests for Portsmouth officers. (Anticipated Action: A motion will be made to accept the grant award in the amount of \$5,817.20 from the Bureau of Justice Assistance under the FY 2018 Bulletproof Vest Partnership, and forward to the City Council for their action.)
- b. FY 2018 Internet Crimes Against Children Task Force Funding Grant – A grant in the amount of \$274,854 has been received from the US Department of Justice. This grant funds the New Hampshire Internet Crimes Against Children (ICAC) Task Force for the 2018 Federal Fiscal Year. The Portsmouth Police Department is the Headquarters for the New Hampshire ICAC Task Force. These grant monies will be distributed by the ICAC Commander to our task forces throughout the state. (Anticipated Action: A motion will be made to accept the grant award in the amount of \$274,854 from the US Department of Justice to fund the New Hampshire Internet Crimes Against Children Task Force for FY 2018, and forward to the City Council for their action.)

- c. **Highway Safety Grants – Multiple Grants from the New Hampshire Department of Safety totaling \$31,930 distributed, as shown below, have been awarded to the Portsmouth Police Department:**

i. STEP Patrols	\$9,286.
ii. Operation Safe Commute	\$2,971.
iii. Join the NH Clique	\$ 440.
iv. Distracted Driving	\$6,380.
v. Pedestrian Bicycle	\$5,115.
vi. DWI Patrols	\$7,738.
Total Amount Awarded:	\$31,930.

(Anticipated Action: A motion will be made to accept the grants totaling \$31,930 from the New Hampshire Department of Safety allocated as shown, and forward to the City Council for their action.)

- d. A donation in the amount of \$4,000 from Lonza Biologics Corporation to help the Portsmouth Police Training Department, given in appreciation for the extensive active-shooter response training provided to nearly a thousand Lonza employees. (Anticipated Action: A motion will be made to accept the \$4,000 donation from Lonza Biologics Corporation to help the Portsmouth Police Training Department and forward to the City Council for their action.)
2. Accreditation Update
  3. Monthly Traffic Stats
  4. Financial Report – Karen Senecal
    - a. Grant Applications Update
    - b. Facilities Report

**C. PATROL DIVISION:**

This report is included in the commission packet.

**VI. COURT OFFICE REPORT**

This report is included in the commission packet.

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

**VIII. NEXT REGULAR MEETING:** The next Commission meeting is scheduled for Tuesday, November 27<sup>th</sup>, 2018. **(See note at the beginning of this agenda for a start time explanation.)** Please check the meetings calendar on the city's website as the date approaches for cancellations or changes to the time or meeting location.

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

*Respectfully submitted,*

*Katho Leisgue*

(Posted on Friday, October 19<sup>th</sup>, 2018)

*Arthur HILSON*, Clerk of the Commission



## PORTSMOUTH POLICE COMMISSION

### MINUTES OF THE SEPTEMBER 25<sup>TH</sup>, 2018 POLICE COMMISSION MEETING

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

Joseph J. Onosko, Chair  
Jim Splaine  
Rev. Dr. Arthur Hilson

- I. **CALL TO ORDER:** The September 25<sup>th</sup>, 2018 monthly Police Commission meeting was called to order at 10:10 a.m. in the Wm. Mortimer Room of the police department for the purpose of going into non-public session.

The Chair called for a motion to go into non-public session under the provisions of RSA 91:A, 3-II (a), “Dismissal, promotion or compensation of any public employee...”, (c), “Matters which, if discussed in public, would likely affect adversely the reputation of any person...”, and (i), “consideration of matters related to the preparation for...emergency functions...”

**Action: Commissioner Splaine moved** to enter non-public session for the purposes delineated above.

**Seconded by Commissioner Onosko.**

**On a Roll Call Vote:** The motion passed as follows:

Commissioner Onosko:	“Aye.”
Commissioner Splaine:	“Aye.”
Commissioner Hilson:	“Aye.”

The motion passed to go into non-public session at 1:10 a.m.

**The public session was called back to order at 5:34 p.m. in the Eileen Dondero Foley Council Chambers.** (An archived video of the meeting is available on the city’s website.)

**The following people were present:** Commissioners Onosko, Splaine, and Hilson, Chief Robert Merner, Admin. Manager Karen Senecal, Exec. Assistant Kathleen Levesque, Ms. Emily Losier.

II. **PLEDGE OF ALLEGIANCE:** Exec. Assistant Kathleen Levesque led the Pledge of Allegiance.

III. **ACCEPTANCE OF THE MINUTES:**  
The Chair asked for a motion to accept the minutes.

**Action:** Commissioner Hilson moved to accept the minutes of the August 21<sup>st</sup>, 2018 as written.

**Seconded by Commissioner Splaine.**

**On a Voice Vote:** The motion passed to accept the minutes of the August 21<sup>st</sup>, 2018 meeting as written.

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

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

V. **UNFINISHED BUSINESS:** None.

VI. **NEW BUSINESS:**

**Action:** Commissioner Splaine moved to suspend the rules, and move to item 1 under, "B. CHIEF OF POLICE".

**Seconded by Commissioner Hilson.**

**On a Voice Vote:** The motion passed to suspend the rules and move to item 1 under, "B. CHIEF OF POLICE".

**B. CHIEF OF POLICE:**

1. **Recognition of Ms. Emily Losier for her work with the officers conducting sobriety checkpoints.**



The Commission returned to the agenda as written.

**NEW BUSINESS:**

**A. POLICE COMMISSION:**

1. Commissioner Splaine:

- a. Body Cameras and Dash Cams – The document is attached to these minutes. The Commissioner expanded on his remarks from last August. He said the two questions that need to be answered are, is it a good fit for Portsmouth, and if not, Why not?

**Action: Commissioner Splaine moved** to accept this proposal for consideration being offered in writing with a review group to consider body cams and dash cams as written.

**Commissioner Splaine withdrew the motion** so discussion might refine the motion.

Commission Hilson said he would accept Commissioner Splaine's document as a working draft. Commissioner Onosko asked to refine the process by which citizens would be selected. The Commission discussed the process. The Commission decided the deadline for submission from interested citizens would be Wednesday, October 17<sup>th</sup>, 2018.

Commission Splaine felt the review group should hold at least two open public sessions. He restated the closing statement contained in his written proposal attached to the meeting packet.

**Action: Commission Splaine moved** to adopt the proposal as written as a working draft for creation of a review group to consider body cams and dash cams.

**Seconded by Commissioner Onosko.**

**On a Voice Vote:** The motion passed to adopt the proposal as written as a working draft for creation of a review group to consider body cams and dash cams.

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

2. Chief Merner read a thank you into the record that he received earlier this week regarding the actions of Sgt. Kaltenborn.
3. Accreditation Report
4. Traffic Stats for August:

- a. 1,017 stops
- b. 122 Summonses
  - i. 24 summonses for speeding
  - ii. 27 for hand-free violations

5. Financial Report:

- a. Grant Report – Chief Merner spoke about the prospectively awarded grant by the Department of Homeland Security for equipment that will be used for FEMA, Homeland Security, and public safety issues.

**Action: Commissioner Hilson moved** to accept the prospectively awarded Homeland Security Grant in the amount of \$69,638 for an unmanned aerial surveillance vehicle (UAS) and forward to the City Council for their action.

**Seconded by Commissioner Splaine.**

**On a Voice Vote:** The motion passed to accept the prospectively awarded Homeland Security Grant in the amount of \$69,638 for an unmanned aerial surveillance vehicle (UAS) and forward to the City Council for their action.

- b. Facility Report -

**C. PATROL DIVISION:**

- a. This report is included in the commission packet.

**VII. COURT OFFICE REPORT:**

- a. This report is included in the commission packet.

**VIII. MISCELLANEOUS/OTHER BUSINESS:**

**IX. NEXT REGULAR MEETING:**

The next commission meeting is scheduled for Tuesday, October 23<sup>rd</sup>, 2018, with the public session beginning at 5:30 p.m. in the Eileen Dondero Foley Council Chambers.

**X. MOTION TO ADJOURN:**

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

**Action: Commissioner Hilson moved** the September 25<sup>th</sup>, 2018 Monthly Police Commission Meeting be adjourned.

**Seconded by Commissioner Splaine.**



Police Commission Meeting  
September 25<sup>th</sup>, 2018

**On a Voice Vote:** The motion passed to adjourn the September 25<sup>th</sup>, 2018  
Monthly Police Commission Meeting at 6:33 p.m.

END OF MEETING

*Katho*

*Respectfully Submitted By Kathleen Levesque, Executive Assistant*

*Reviewed By Commissioner Hilson, Clerk of the Commission*

*Arthur L. Hilson*

**POLICE COMMISSION – NEW BUSINESS**

**OCTOBER 23<sup>RD</sup>, 2018 MEETING**

**V. NEW BUSINESS:**

**A. POLICE COMMISSION:**

1. Commission's Working Group for Review of Body and Car Cameras

## Karen Senecal

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**From:** BVP Email Account <ojp@public.govdelivery.com>  
**Sent:** Wednesday, October 03, 2018 11:59 AM  
**To:** Karen Senecal  
**Subject:** Bulletproof Vest Partnership 2018 Awards

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2018 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2018 BVP awards is available at: <https://ojp.gov/bvpbasi/>. *See Attached.*

The FY 2018 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2018. The deadline to request payments from the FY 2018 award is August 31, 2020, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <https://nij.gov/topics/technology/body-armor/pages/compliant-ballistic-armor.aspx>

Stab Resistant Vests: <https://nij.gov/topics/technology/body-armor/pages/compliant-stab-armor.aspx>

As a reminder, all jurisdictions that applied for FY 2018 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: <https://ojp.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://ojp.gov/bvpbasi/bvpprogramresources.htm>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at [vests@usdoj.gov](mailto:vests@usdoj.gov) or 1-877-758-3787.

Thank you

BVP Program Support Team  
Bureau of Justice Assistance

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This email was sent to [ksenecal@cityofportsmouth.com](mailto:ksenecal@cityofportsmouth.com) using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000



	<b>Totals for NE(30 Jurisdictions):</b>	<b>\$92,996.94</b>
NH	BARRINGTON TOWN	\$1,207.50
NH	BARTLETT TOWN	\$727.50
NH	BEDFORD TOWN	\$2,960.00
NH	BRENTWOOD TOWN	\$1,685.20
NH	CHESHIRE COUNTY	\$2,155.50
NH	CHESTER TOWN	\$800.00
NH	CLAREMONT CITY	\$2,800.00
NH	CONCORD CITY	\$7,000.00
NH	CONWAY TOWN	\$4,878.00
NH	DEERING TOWN	\$895.00
NH	DOVER CITY	\$2,840.32
NH	DUNBARTON TOWN	\$900.00
NH	EPSOM TOWN	\$2,250.00
NH	EXETER TOWN	\$1,721.23
NH	FARMINGTON TOWN	\$3,573.24
NH	GILFORD TOWN	\$2,012.50
NH	GOFFSTOWN TOWN	\$3,550.00
NH	GRAFTON COUNTY	\$1,087.50
NH	HAMPTON FALLS TOWN	\$1,590.00
NH	HANOVER TOWN	\$2,600.00
NH	HENNIKER TOWN	\$1,276.00
NH	HOOKSETT TOWN	\$3,577.50
NH	KEENE CITY	\$3,492.50
NH	LACONIA CITY	\$2,791.24
NH	LEBANON CITY	\$4,200.00
NH	LEE TOWN	\$1,993.50
NH	LONDONDERRY TOWN	\$5,600.00
NH	LYNDEBOROUGH TOWN	\$1,650.00
NH	MASON TOWN	\$1,600.00
NH	MERRIMACK TOWN	\$6,332.50
NH	MILFORD TOWN	\$2,557.50
NH	MONT VERNON TOWN	\$765.00
NH	MOULTONBOROUGH TOWN	\$1,500.00
NH	NASHUA CITY	\$14,332.50
NH	NORTH HAMPTON TOWN	\$4,257.50
NH	PORTSMOUTH CITY	\$5,817.50
NH	RINDGE TOWN	\$1,198.50
NH	ROCHESTER CITY	\$12,214.00
NH	SALEM TOWN	\$4,565.00
NH	SANDOWN TOWN	\$2,125.00
NH	SOMERSWORTH CITY	\$1,020.00
NH	SPRINGFIELD TOWN	\$800.00
NH	SWANZEY TOWN	\$1,570.00
NH	THORNTON TOWN	\$979.50
NH	WAKEFIELD TOWN	\$1,000.00
NH	WINDHAM TOWN	\$3,300.00





# APPLICATION DETAILS

1. Agency Profile

2. Application

3. Payment

4. Status

5. Personal Information

Help

JUR: PORTSMOUTH CITY,  
NH

LOGOUT

OMB #1121-0235  
(Expires: 10/31/2016)

## APPLICATION PROFILE

Participant	PORTSMOUTH CITY
Fiscal Year	2018
Number of Agencies Applied	0
Total Number of Officers for Application	93 <i>*66 FT officer positions budgeted</i> <i>*27 Aux Shots budgeted</i>
Number of Officers on Approved Applications	93*

## APPLICATION PROFILE

Fiscal Year	2018
Vest Replacement Cycle ⓘ	5
Number of Officers	93*
Number of Stolen or Damaged	0
Emergency Replacement Needs ⓘ	0
Number of Officer Turnover	0

## APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Full Cost Extended Cost	Tax Shipping and Handling	Total Cost
AXII	13	\$895.00	\$11,635.00	\$0.00	\$11,635.00
<b>Grand Totals</b>	<b>13</b>		<b>\$11,635.00</b>	<b>\$0.00</b>	<b>\$11,635.00</b>

*50% Grant*  
*5817.50*

## AWARD SUMMARY FOR FY2018 REGULAR FUND



# U.S. Department of Justice

## Office of Justice Programs

### Office of Communications

Washington, D.C. 20531

GRANT NOTIFICATION		Grant Number: 2018-MC-FX-K057
Name & Address of Recipient:	City Of Portsmouth 1 Junkins Ave	
City, State & ZIP:	Portsmouth, New Hampshire 03801-4554	
Recipient Project Director/Contact:	Robert Merner Chief Of Police	
Phone:	(603) 610-7432	
Title of Program:	FY 18 Internet Crimes Against Children Task Force Invited Applicants	
Title of Project:	FY 18 Internet Crimes Against Children Task Force Invited Applicants	
Amount of Award:	\$ 274,854	Date of Award: 09/26/2018
Awarding Agency:	Office of Juvenile Justice and Delinquency Prevention Tenzing Lahdon	
Supplement:	No	
Statutory Authority for Program:	FY18(OJJDP - MEC - ICAC Task Force - other than TTA or "Hero" veteran employment) Pub. L. 115-141, 132 Stat. 348, 423	
Impact/Focus:	State	CFDA Number: 16.543
Project Description:	<p>The National Internet Crimes Against Children (ICAC) Task Force Program, consists of state and local law enforcement task forces dedicated to developing effective responses to online enticement of children by sexual predators, child exploitation, and child obscenity and pornography cases. Each State and local task force that is part of the national program shall: 1) consist of State and local investigators, prosecutors, forensic specialists, and education specialists who are dedicated to addressing the goals of the task force; 2) engage in proactive investigations, forensic examinations, and effective prosecutions of Internet crimes against children; 3) provide forensic, preventive, and investigative assistance to parents, educators, prosecutors, law enforcement, and others concerned with Internet crimes against children; 4) develop multijurisdictional, multiagency partnerships and responses to Internet crimes against children offenses through ongoing informational, administrative, and technological support to other State and local law enforcement agencies, as a means for such agencies to acquire the necessary knowledge, personnel, and specialized equipment to investigate and prosecute such offenses; 5) participate in nationally coordinated investigations in any case in which the Attorney General determines such participation to be necessary, as permitted by the available resources of such task force; 6) establish or adopt investigative and prosecution standards consistent with established norms, to which such task force shall comply; 7) investigate, and seek prosecution on tips related to Internet crimes against children, including tips from Operation Fairplay, the National Internet Crimes Against Children Data System, the National Center for Missing and Exploited Children's CyberTipline, ICAC task forces, and other Federal, State, and local agencies, with priority being given to investigate leads that indicate the possibility of identifying or rescuing child victims, including investigative leads that indicate a likelihood of seriousness of offense or dangerousness to the community; 8) develop procedures for handling seized evidence for ICAC task force lead agencies and affiliate agencies; 9) maintain reports required by OJJDP and other reports and records as determined by the Attorney General; and, 10) seek to comply with national standards regarding the investigation and prosecution of Internet crimes</p>	





## U.S. Department of Justice

### Office of Justice Programs

#### Office of Communications

*Washington, D.C. 20531*

against children, as set forth by the Attorney General, to the extent such standards are consistent with the law of the State where the task force is located.

The Portsmouth Police Department (PD) will continue its efforts to provide an effective statewide response to technology-facilitated crimes against children in the State of New Hampshire (NH). This funding will be used to support salaries and benefits of Portsmouth PD employees tasked with duties related to the administration and implementation of the Internet Crimes Against Children (ICAC) Task Force program within the State of New Hampshire. The NH ICAC Task Force Commander position will be funded on a full time basis and is responsible for coordinating and managing NH ICAC activities and oversight of affiliate agencies. In addition, grant funds will partially support a Portsmouth PD detective responsible for ICAC investigations and forensic examinations and also support computer forensic training and certification for the detective. The Portsmouth PD will also provide overtime reimbursement for costs incurred by five + affiliate agencies to conduct ICAC operations, investigations, prosecutions and provide for increased educational/public internet safety presentations. Other investigative costs such as internet access, software licenses and training registration fees will also be supported. CA/CF.

For more information about this grant, contact the Office of Justice Program's Office of Communications at (202) 307-0703.



**U.S. Department of Justice**  
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 26, 2018

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

Dear Chief Merner:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Internet Crimes Against Children Task Force Invited Applicants in the amount of \$274,854 for City of Portsmouth.

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

If you have questions regarding this award, please contact:

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

Congratulations, and we look forward to working with you.

Sincerely,

Matt Dummermuth  
Principal Deputy Assistant Attorney General

Enclosures

RMM  
10-11-18





## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs  
U.S. Department of Justice  
810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690  
TTY: (202) 307-2027  
E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)  
Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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### OCR Letter to All Recipients

September 26, 2018

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

Dear Chief Merner:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

#### Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

#### Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

*RM*  
10-11-18

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

### **Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion**

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### **Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

### **Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

RMM  
10-11-18



### **Meeting the EEOP Requirement**

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at [EEOPforms@usdoj.gov](mailto:EEOPforms@usdoj.gov).

### **Meeting the Requirement to Submit Findings of Discrimination**

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

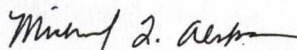
### **Ensuring the Compliance of Subrecipients**

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

RMM  
10-11-18

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



U.S. Department of Justice  
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**Office of Juvenile Justice and  
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**Cooperative Agreement**

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Portsmouth 1 Junkins Ave Portsmouth, NH 03801-4554		4. AWARD NUMBER: 2018-MC-FX-K057	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2019	
		6. AWARD DATE 09/26/2018	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 026000715	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 073976706	9. PREVIOUS AWARD AMOUNT		\$ 0
3. PROJECT TITLE New Hampshire Internet Crimes Against Children (ICAC) Task Force Program		10. AMOUNT OF THIS AWARD	\$ 274,854
		11. TOTAL AWARD	\$ 274,854
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(OJJDP - MEC - ICAC Task Force - other than TTA or "Hero" veteran employment) Pub. L. 115-141, 132 Stat. 348, 423			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.543 - Missing Children's Assistance			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Robert Merner Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10-11-18
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X F MC 70 00 00 274854		21. TMCTGT0188	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)





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*SPECIAL CONDITIONS*

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

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

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

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

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

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

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

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

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

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*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

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

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

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

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

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

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

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

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

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

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

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7. Requirement to report potentially duplicative funding

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

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

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

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

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

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

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

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

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

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

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

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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

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

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

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

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

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

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

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

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

15. OJP Training Guiding Principles

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

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16. Effect of failure to address audit issues

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

17. Potential imposition of additional requirements

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

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

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

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

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

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

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

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

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

*RMM*  
*10-11-18*





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*SPECIAL CONDITIONS*

21. Restrictions on "lobbying"

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

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

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

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

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

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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

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

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

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*SPECIAL CONDITIONS*

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

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

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

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

26. Encouragement of policies to ban text messaging while driving

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

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

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

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

29. ICAC Annual Reports

The recipient agrees to submit annual reports to OJP that set forth the following:  
(A) The number of law enforcement agencies participating in Internet crimes against children program standards established by the task force. (B) Staffing levels of the task force, including the number of investigators, prosecutors, education specialists, and forensic specialists dedicated to investigating and prosecuting Internet crimes against children.

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

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

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SHEET**  
**Cooperative Agreement**

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PROJECT NUMBER 2018-MC-FX-K057

AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

32. Justification of consultant rate

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

33. Copyright; Data rights

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

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

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

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

34. FFATA reporting: Subawards and executive compensation

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

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

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

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PROJECT NUMBER 2018-MC-FX-K057

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*SPECIAL CONDITIONS*

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

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

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

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*10-11-18*



U.S. Department of Justice  
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AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

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

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

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

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

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

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

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U.S. Department of Justice  
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**AWARD CONTINUATION  
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PROJECT NUMBER 2018-MC-FX-K057

AWARD DATE 09/26/2018

*SPECIAL CONDITIONS*

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

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

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

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

44. The recipient agrees to designate one of the regional task forces as its representative to the ICAC Task Force Advisory Board. This designation must be in writing and forwarded to OJJDP for approval within ninety days of award.

45. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

46. The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # ( ) awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

47. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

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*10-11-18*





**U.S. Department of Justice**

Office of Justice Programs

*Office of Juvenile Justice and Delinquency Prevention*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Lou Ann Holland, OJJDP NEPA Coordinator  
**Subject:** Categorical Exclusion for City of Portsmouth

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

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U.S. Department of Justice  
Office of Justice Programs  
Office of Juvenile Justice and  
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**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**  
**Cooperative Agreement**

PROJECT NUMBER  
2018-MC-FX-K057

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This project is supported under FY18(OJJDP - MEC - ICAC Task Force - other than TTA or "Hero" veteran employment) Pub. L. 115-141, 132 Stat. 348, 423

1. STAFF CONTACT (Name & telephone number)

Tenzing Lahdon  
(202) 598-6500

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

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

3a. TITLE OF THE PROGRAM

OJJDP FY 18 Internet Crimes Against Children Task Force Invited Applicants

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

New Hampshire Internet Crimes Against Children (ICAC) Task Force Program

5. NAME & ADDRESS OF GRANTEE

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

6. NAME & ADDRESS OF SUBGRANTEE

*(NO Subgrantee's)*

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 274,854

10. DATE OF AWARD

09/26/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

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

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

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

The Portsmouth Police Department (PD) will continue its efforts to provide an effective statewide response to technology-facilitated crimes against children in the State of New Hampshire (NH). This funding will be used to support salaries and benefits of Portsmouth PD employees tasked with duties related to the administration and implementation of the Internet Crimes Against Children (ICAC) Task Force program within the State of New Hampshire. The NH ICAC Task Force Commander position will be funded on a full time basis and is responsible for coordinating and managing NH ICAC activities and oversight of affiliate agencies. In addition, grant funds will partially support a Portsmouth PD detective responsible for ICAC investigations and forensic examinations and also support computer forensic training and certification for the detective. The Portsmouth PD will also provide overtime reimbursement for costs incurred by five affiliate agencies to conduct ICAC operations, investigations, prosecutions and provide for increased educational/public internet safety presentations. Other investigative costs such as internet access, software licenses and training registration fees will also be supported. CA/CF.

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**OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT**

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

**Grant Agreement Title: Portsmouth Highway Safety Grant**

**Grant Agreement #: 19-155**

**Identification and Definitions.**

<b>1.1. State Agency Name</b> New Hampshire Department of Safety Office of Highway Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, 2 <sup>nd</sup> Floor Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Portsmouth Police Department		<b>1.4. Subrecipient Address</b> 3 Junkins Avenue Portsmouth, NH 03801	
Chief's Email Address: dmara@cityofportsmouth.com		Grant Contact Email: ksenecal@cityofportsmouth.com	
<b>1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) City</b>		<b>1.4.2 DUNS</b> 073976706	
<b>1.5. Subrecipient Phone #</b> 610-7457	<b>1.6. Effective Date</b> 10/01/18	<b>1.7. Completion Date</b> 09/30/19	<b>1.8. Grant Limitation</b> \$31,930.00
<b>1.9. Grant Officer for State Agency</b> Jeffrey Landi		<b>1.10. State Agency Telephone Number</b> 271-6709	
"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."			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Robert [redacted] Chief of Police	
Subrecipient Signature 2		Subrecipient Signor 2	
Subrecipient Signature 3		Subrecipient Signor 3	
<b>1.13. Acknowledgment: State Agency officer, personally appeared person(s) whose name is signed indicated in block 1.12.</b>			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b>		<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>	
<b>1.14. State Agency Signature(s)</b>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: _____		Assistant Attorney General, On: / /	
<b>1.17. Approval by Governor and Council (if applicable)</b>			
By: _____		On: / /	

**Signatures completed  
after accepted by PC & CC**

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of services attached hereto as EXHIBIT A (the scope of services being hereinafter referred to as "the Project").



3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.6 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
  - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
  - 11.1.2 Failure to submit any report required hereunder; or
  - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
  - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
  - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
  - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
  - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
  - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or



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



Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Match Requirement
<b>STEP PATROLS</b>	\$9,286.00	\$9,286.00	N/A	N/A	\$2,321.50
<b>OPERATION SAFE COMMUTE</b>	\$2,971.00	\$2,971.00	N/A	N/A	\$742.75
<b>JOIN THE NH CLIQUE</b>	\$440.00	\$440.00	N/A	N/A	\$110.00
<b>DISTRACTED DRIVING</b>	\$6,380.00	\$6,380.00	N/A	N/A	\$1,595.00
<b>PEDESTRIAN BICYCLE</b>	\$5,115.00	\$5,115.00	N/A	N/A	\$1,278.75
<b>DWI PATROLS &amp; MOBILIZATIONS</b>	\$7,738.00	\$7,738.00	N/A	N/A	\$1,934.50
<b>E-Crash (MDT's)</b>	N/A	N/A	N/A	N/A	N/A
<b>E-Crash (Printers, Scanners, Receivers)</b>	N/A	N/A	N/A	N/A	N/A
<b>Speed Enforcement Data Collection Equipment</b>	N/A	N/A	N/A	N/A	N/A
<b>Total Approved Costs (Include Non-Federal Share)</b>	\$31,930.00	\$31,930.00	N/A	N/A	\$7,982.50

**EXHIBIT A**

**Scope of Services for Highway Safety Grants**

**NH Office of Highway Safety Grant-Funded Patrol Mission Statement**

***It is the mission of the Office of Highway Safety, under the direction of the Governor and the Commissioner of Safety, in partnership with New Hampshire law enforcement to save lives and reduce injuries on New Hampshire roads.***

**As part of the effort to achieve this mission, officers assigned to grant-funded overtime patrols are expected to be highly visible, engaged, and vigilant in addressing all observed motor vehicle infractions and hazards during their shifts.**

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



# Exhibit A.1

## Join NH the Clique Enforcement Patrols

This Statewide enforcement campaign involves the participation of New Hampshire law enforcement agencies that will be conducting patrols during the same days to encourage and inform all motor vehicle operators and their occupants the importance of wearing a seatbelt. Occupants of a motor vehicle involved in a crash are 50% more likely to survive a crash if they are wearing a seat belt. **In 2017, 57.5% motor vehicle occupants that were victims of the fatal crash were not wearing seatbelts.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce seat belt unrestrained crashes in their community by 10%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce unrestrained seat belt crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- Join the NH Clique patrols must be conducted during daylight hours and it's recommended they be at locations such as elementary schools, high schools, shopping centers, and any other locations where drivers and passengers up to the age of 18 are known to frequent.
- This seatbelt enforcement initiative shall be conducted:

Monday, May 13 through Sunday, June 2, 2019- **\*\*At least 4 hours of seatbelt enforcement must be conducted during this time-frame.**

*Note: Please e-mail Captain William Haynes and your Field Representative in advance if a patrol will not be conducted.*

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

## Exhibit A.2

### Sustained Traffic Enforcement Patrols (STEP)

This law enforcement effort focuses on addressing highway safety issues within your community that is supported by local data (i.e. speeding, red light running, etc.), that indicates contributing causes of roadway crashes, severity of injuries, and fatalities. **In 2017, speed played a role in 26.5% percent of New Hampshire's 98 fatal crashes in which 102 people were killed.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- STEP patrols shall be conducted during commuting hours and be 3-4 hours in length.
- OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



## Operation Safe Commute Enforcement

This statewide enforcement campaign involves the participation of New Hampshire law enforcement agencies that will be conducting patrols on the same days and times to encourage all motor vehicle operators to focus on operating their vehicles safely. **In 2017, New Hampshire had 98 fatal crashes in which 102 people were killed.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- During the Operation Safe Commute Campaign, it is **required** that at least one officer conduct 3-4 hour patrols during the following highlighted dates and times:

Friday October 5, 2018	1500-1900
Wednesday, November 21, 2018	1500-1900
Friday, December 21, 2018	0600-1000
Friday, January 18, 2019	0600-1000
Friday, February 15, 2019	1500-1900
Friday, March 29, 2019	1500-1900
Tuesday, April 16, 2019	0600-1000
Friday, May 24, 2019	1500-1900
Friday, June 14, 2019	1500-1900
Wednesday, July 3, 2019	1500-1900
Friday, August 2, 2019	0600-1000
Friday, August 30, 2019	1500-1900
Wednesday, September 11, 2019	0600-1000

***Note: Please e-mail Captain William Haynes and your Field Representative in advance if a patrol will not be conducted.***

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

## Exhibit A.3

### Distracted Driving Enforcement

This is an enforcement effort designed to encourage all motor vehicle operators to focus their attention on the task of driving and operating their vehicles safely without being distracted. In New Hampshire many crashes have been caused by distraction and inattention with hand held mobile electronic devices contributing to many of these crashes. **In 2017, there were 7 Distracted/Inattention fatalities and 9,997 crashes with distraction listed as a contributing factor in New Hampshire.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- These distracted driving patrols shall be conducted in a 3-4 hour timeframe.
- OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact to enforce unsafe driving behavior.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



**“U Drive. U Text. U Pay”**  
**National Enforcement Mobilization**

Law enforcement awarded Distracted Driving enforcement projects are required to participate in the National Highway Traffic Safety Administration (NHTSA) “U Drive. U Text. U Pay.” Mobilization.

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- This mobilization will focus on the apprehension of the distracted driver and adherence to all traffic laws. This mobilization is **required** to be conducted during the following time-frame:

*Monday, April 8, 2019 through Monday, April 15, 2019\*\*At least one 4 hour Distracted Driving enforcement effort must be conducted during this time-period\*\**

**Note: Please e-mail Captain William Haynes and your Field Representative in advance if mobilization effort will not be conducted.**

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

## Exhibit A.4

### Pedestrian Bicycle Enforcement

Law enforcement agencies conducting PEDESTRIAN/BICYCLE enforcement patrols shall conduct these overtime patrols aimed at enforcing the state's pedestrian/bicycle laws; however, adherence to all traffic laws shall be enforced. **In 2017, there were 12 pedestrian fatalities and 2 bicycle fatalities of the 102 victims.**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce pedestrian bicycle serious bodily injury crashes in their community by 20%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- It is encouraged that Pedestrian Bicycle enforcement patrols be conducted in a 3-4 hour timeframe.
- To have the greatest impact, law enforcement agencies shall conduct these patrols at locations and during those times (i.e. summer months, evenings, downtown locations, commuting times, etc.) that their local crash data indicates there is an increased risk for this unsafe behavior.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



# Exhibit A.5

## Impaired Driving Enforcement (DUI)

Primary emphasis will be placed on apprehending the impaired driver; however, adherence to all traffic laws shall be enforced. **In 2017, there were 49 alcohol and/or drug related fatal crashes which claimed 52 victims (51% of the 102 fatalities).**

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- Law Enforcement awarded DUI enforcement grants are **required** to conduct the National Traffic Safety Administration (NHTSA) “*Buzzed Driving is Drunk Driving*” and “*Drive Sober or Get Pulled Over (DSGPO)*” Mobilizations (see “*Buzzed Driving is Drink Drunk Driving*” and “*Drive Sober or Get Pulled Over*” National Mobilizations below for details).
- OHS strongly encourages departments to review their local crash data to determine locations and times where grant-funded DUI Enforcement efforts would have the greatest impact.
- Grant funded DUI enforcement efforts should be conducted within the timeframe 1800-0300.

**Note: DUI Enforcement patrols including DUI Saturation patrols must be no more than 4 hours in duration.**

**Note: If approved by the NHOHS to conduct DUI Sobriety Checkpoints then duration must be 6 hours.**

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**“Drive Sober or Get Pulled Over”**  
**National Mobilizations**

Law Enforcement awarded DUI enforcement grants are required to conduct these efforts during the National Traffic Safety Administration (NHTSA) “*Drive Sober or Get Pulled Over* (DSGPO)” Mobilizations.

Performance measure for project:

*All law enforcement agencies shall provide, at the completion of this enforcement initiative, results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roadways in FFY2019.*

**Law Enforcement Agencies shall comply with the following requirements when conducting enforcement efforts:**

- These mobilizations will focus on the apprehension of the impaired driver and adherence to all traffic laws and are required to be conducted during the following time-frames:

***“Drive Sober or Get Pulled Over” - Thursday, December 13, 2018 through Monday, December 31, 2018\*\*At least one 4 hour DUI enforcement effort must be conducted during this time-period\*\****

***“Drive Sober or Get Pulled Over” - Wednesday, August 14, 2019 through Monday, September 2, 2019 \*\*At least one 4 hour DUI enforcement effort must be conducted during this time-period\*\****

***Note: If approved by the NHOHS to conduct DUI Sobriety Checkpoints then these mobilizations shall be 6 hours in duration.***

***Note: Please e-mail Captain William Haynes and your Field Representative in advance if mobilization effort will not be conducted.***

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



## Exhibit A.6

### e-Crash Equipment

This project provides funding to law enforcement agencies to purchase eCrash equipment. *Law Enforcement agencies participating in this project must have the correct vendor and the necessary IPSECC VPN connectivity to send and receive J-One messages to allow for the electronic submission of eCrash and agree to submit electronically to the Division of Motor Vehicles, the latest version of New Hampshire's crash report.*

Currently there are over 200 law enforcement agencies that have the necessary IPSECC VPN connectivity to send and receive J-One messages to allow for the electronic submission of eCrash. It is the goal of the Office of Highway Safety to have all New Hampshire's law enforcement agencies submitting electronically to the Division of Motor Vehicles. This will allow for important crash data to identify where and why highway safety issues are occurring to quickly deploy resources to address these highway safety concerns ultimately saving more lives.

Performance measure for project:

***All law enforcement agencies shall provide, at the completion of this project their results and if the Highway Safety Performance Measure has been achieved and that 25% of crashes are being submitted electronically to the Department of Safety Division of Motor Vehicles. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roads in FFY2019.***

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

**Under this project law enforcement agencies may purchase the following e-Crash equipment:**

**Printer, Bar Code Scanner, GPS Receiver Equipment**

**Law Enforcement Agencies are required to comply by the following requirements before purchasing e-Crash (Printers, Scanners, Receivers) equipment:**

- NHOHS Final approval to purchase equipment
- Must have an approved vendor
- Must have the necessary IPSECC VPN connectivity
- E-Crash equipment cannot exceed the amount of \$1,000.00 per unit to include shipping.
- Only cruisers that are **primarily (used 50% of the time for enforcement efforts)** used for citation, crash enforcement and have connectivity to the state system will be considered eligible for this E-Crash equipment grant.

A **unit** includes the following e-crash equipment (cannot exceed the amount of \$1,000.00 per unit including shipping):

**Compatible Printer w/Mobile Adapter Kit  
Compatible Bar Code Scanner  
Compatible USB GPS Receiver**

**NOTE:** Additional paper or additional equipment purchased outside the scope of a “unit” will not be reimbursed.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



## **Mobile Data Terminal Equipment**

*Law Enforcement agencies participating in this project must have an approved vendor and necessary IPSECC VPN connectivity to send and receive J-One messages to allow for the electronic submission of eCrash and agree to submit electronically to the Division of Motor Vehicles, the latest version of New Hampshire's crash report.*

**Law Enforcement Agencies are required to comply by the following requirements before purchasing e crash (MDT) equipment:**

- NHOHS Final approval to purchase equipment
- Must have an approved vendor
- Must have the necessary IPSECC VPN connectivity
- Only cruisers that are **primarily (used 50% of the time for enforcement efforts)** used for citation, crash enforcement and have connectivity to the state system will be considered eligible for this E-Crash equipment grant.
- *Law enforcement agencies purchasing e Crash (MDT) equipment cannot exceed the dollar amount for each type of equipment (see below):*

### **Laptop**

**OHS will reimburse 50% up to \$1,500 for a laptop.**

### **DockingStation/Mounting Hardware/Stand**

**OHS will reimburse 50% up to \$500 for docking station/mounting hardware/stand**

**NOTE:** Does not include the purchase of equipment outside the scope of the above mentioned equipment.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

## **Exhibit A.7**

### **Speed Enforcement Data Collection Equipment**

This project provides funding for law enforcement agencies to purchase speed enforcement equipment that has data collection capabilities to include radar trailers, display signs, and other data collection equipment.

*The NHOHS will reimburse law enforcement agencies 50% of the purchase price of speed enforcement equipment that has data collection capabilities.*

This equipment will help law enforcement agencies to identify problem areas and provide information to the motoring public of posted speed limits on roads traversing through New Hampshire communities to minimize the potential of speed related crashes and the resulting injuries, and fatalities.

**In 2017, speed played a role in 26.5% percent of New Hampshire's 98 fatal crashes in which 102 people were killed.**

Performance measure for project:

*All law enforcement agencies shall provide at the completion of this project their results and if the Highway Safety Performance Measure has been achieved to reduce crashes in their community by 3%. This specific performance measure was chosen by the Office of Highway Safety, in partnership with participating enforcement agencies, to reduce crashes statewide as part of the overall mission to save lives and reduce injuries on New Hampshire roads in FFY2019.*

**Law Enforcement Agencies are required to comply by the following requirements before purchasing speed enforcement data collection equipment:**

- Receive final approval from the NHOHS.
- Have an approved NHOHS Enforcement Grant.
- Provide documentation to the NHOHS that equipment to be purchased is Buy American Compliant.
- Provide documentation (i.e. a quote from the vendor, etc.) to the NHOHS that speed enforcement data collection equipment has the necessary software to collect data (i.e. speeds, time of day, day of week, number of vehicles, etc.) used in identifying roads where speeding is a problem.
- All data retrieved from the purchased speed enforcement data collection equipment must be submitted to the NHOHS quarterly.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



**Additional Grant Requirements/Recommendations**

**\*\* If an agency is unable to participate in one of the mandatory enforcement efforts listed above, we kindly request that an e-mail be sent to your NH Office of Highway Safety Field Representative and cc Commander, Captain William Haynes ([william.haynes@dos.nh.gov](mailto:william.haynes@dos.nh.gov)) to advise of the scheduling conflict and the agency shall be absolved of the need to participate in that particular initiative and will remain compliant with the terms of the grant agreement.**

- Officers funded during these enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An officer who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e. crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.
- Departments will be reimbursed for actual hours worked.
- Enforcement Grants are for overtime enforcement only. Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the mobilizations. Part-time officers will be reimbursed at their normal hourly rate of pay.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to “exempt employees”. This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.
- Departments must keep on file copies of summonses, documented stops/contacts, officers’ time schedules written under this grant program, and all other pertinent information. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a review or monitoring site visit.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Patrols must be one officer per cruiser; however, multiple cruisers may be out at one time.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_



**Exhibit A (Continued)**

1. The Office of Highway Safety (hereinafter referred to as The State) is awarding the **Portsmouth Police Department** (hereinafter referred to as the Subrecipient) a Highway Safety Grant in the amount of **\$31,930.00**, as further described in the Subrecipient's applications, which is hereby incorporated by reference and made a part of this Grant Agreement. **In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement #19-155, including Exhibits B, C, and the provisions of Exhibit A (A.1 – A.7) excluding the Application, the provisions of the Grant Agreement shall govern.**

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Match Requirement
<b>STEP PATROLS</b>	<b>\$9,286.00</b>	<b>\$9,286.00</b>	N/A	N/A	<b>\$2,321.50</b>
<b>OPERATION SAFE COMMUTE</b>	<b>\$2,971.00</b>	<b>\$2,971.00</b>	N/A	N/A	<b>\$742.75</b>
<b>JOIN THE NH CLIQUE</b>	<b>\$440.00</b>	<b>\$440.00</b>	N/A	N/A	<b>\$110.00</b>
<b>DISTRACTED DRIVING</b>	<b>\$6,380.00</b>	<b>\$6,380.00</b>	N/A	N/A	<b>\$1,595.00</b>
<b>PEDESTRIAN BICYCLE</b>	<b>\$5,115.00</b>	<b>\$5,115.00</b>	N/A	N/A	<b>\$1,278.75</b>
<b>DWI PATROLS &amp; MOBILIZATIONS</b>	<b>\$7,738.00</b>	<b>\$7,738.00</b>	N/A	N/A	<b>\$1,934.50</b>
<b>E-Crash (MDT's)</b>	N/A	N/A	N/A	N/A	N/A
<b>E-Crash (Printers, Scanners, Receivers)</b>	N/A	N/A	N/A	N/A	N/A
<b>Speed Enforcement Data Collection Equipment</b>	N/A	N/A	N/A	N/A	N/A
<b>Total Approved Costs (Include Non-Federal Share)</b>	<b>\$31,930.00</b>	<b>\$31,930.00</b>	N/A	N/A	<b>\$7,982.50</b>

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_

2. It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within **20 days** of the project termination date.
  
3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



**EXHIBIT B**

Grant Amount and Method of Payment

**1. GRANT AMOUNT**

<b>FEDERAL BUDGET AND PERSONNEL DATA</b>		
	PSP & Task	
<p><b>STEP PATROLS</b> (see Scope of Services Exhibit A.2 for requirements)</p> <p>FAST Act 402 FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0</p> <p>CFDA:20.600</p>	<p><b>19-02-04</b></p>	<p><b>\$9,286.00</b></p>
<p><b>OPERATION SAFE COMMUTE</b> (see Scope of Services Exhibit A.2 for requirements)</p> <p>FAST Act 402 FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0 CFDA: 20.600</p>	<p><b>19-02-04</b></p>	<p><b>\$2,971.00</b></p>
<p><b>JOIN THE NH CLIQUE</b> (see Scope of Services Exhibit A.1 for requirements)</p> <p>FAST Act 402 FAIN Number (Subaward) : 69A37518300004020NH0, 69A37519300004020NH0 CFDA: 20.600</p>	<p><b>19-01-04</b></p>	<p><b>\$440.00</b></p>
<p><b>DISTRACTED DRIVING</b> (see Scope of Services Exhibit A.3 for requirements)</p> <p>FAST Act 402 FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0 CFDA: 20.600</p>	<p><b>19-04-04</b></p>	<p><b>\$6,380.00</b></p>
<p><b>PEDESTRIAN BICYCLE</b> (see Scope of Services Exhibit A.4 for requirements)</p> <p>FAST Act 405h FAIN Number (Subaward): 69A3751830000405hNH0 CFDA: 20.616</p>	<p><b>19-06-04</b></p>	<p><b>\$5,115.00</b></p>

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

<p><b>DWI Enforcement &amp; Mobilizations</b> (see Scope of Services Exhibit A.5 for requirements)</p> <p>MAP 21 405d, FAST Act 405d, FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0, 18X920405dNH16, 18X920405dNH17, 69A3751830000405dNHL, 69A3751930000405dNHL</p> <p>CFDA: 20.616</p>	<p><b>19-07-04</b></p>	<p><b>\$7,738.00</b></p>
<p><b>E-Crash Equipment (MDT)</b> (5 MDT's x \$2,000.00 each) (see Scope of Services Exhibit A.6 for requirements)</p> <p>MAP 21 405c, FAST Act 405c FAIN Number (Subaward) r: 18X920405cNH16, 18X920405cNH17, 69A3751830000405cNH0, 69A3751930000405cNH0</p> <p>CFDA: 20.616</p>	<p><b>19-03-06</b></p>	<p>N/A</p>
<p><b>E-Crash Equipment (Printers/Scanners/Receivers)</b> (5 Printers, Scanners, Receivers/\$1,000.00 each unit) (see Scope of Services Exhibit A.6 for requirements)</p> <p>MAP 21 405c, FAST Act 405c FAIN Number (Subaward): 18X920405cNH16, 18X920405cNH17, 69A3751830000405cNH0, 69A3751930000405cNH0</p> <p>CFDA: 20.616</p>	<p><b>19-03-06</b></p>	<p>N/A</p>
<p><b>Speed Enforcement Data Collection Equipment</b> (see Scope of Services Exhibit A.7 for requirements)</p> <p>FAST Act 402 FAIN Number (Subaward): 69A37518300004020NH0, 69A37519300004020NH0</p> <p>CFDA:20.600</p>	<p><b>19-02-04</b></p>	<p>N/A</p>
<p><b>Total</b></p> <p>(Project Cost is 80% Federal Funds, 20% Applicant Share)</p>		<p><b>\$31,930.00</b></p>

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>Is This a Research and Development Project (Yes or No):</b> NO

**2. PAYMENT SCHEDULE**

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to **\$31,930.00**.
- b. At least quarterly, the Subrecipient shall submit the Overtime Payroll Reimbursement Form (HS-20) and Patrol Activity Reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 25% federal match for the total amount of the project (*25% of the federal award amount*).
- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:
  - January 15<sup>th</sup>** for October-December (Quarter 1)
  - April 15<sup>th</sup>** for January-March (Quarter 2)
  - July 15<sup>th</sup>** for April-June (Quarter 3)
  - October 15<sup>th</sup>** for July-September (Quarter 4)
- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review, a copy of the completed audit(s) to the State.
- g. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient 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. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_

**EXHIBIT C**

Special Provisions

**U.S. Department of Transportation/NHTSA Grant Conditions:**

**As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:**

- Subrecipients agree to comply with all applicable elements of NHTSA’s Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

**The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:**

- **Federal Funding Accountability & Transparency Act (FFATA)**. *Data Universal Numbering System (DUNS) Numbers Requirement*. As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (<https://fedgov.dnb.com/webform>)

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Date \_\_\_\_\_



**Appendix A to Part 1300— Certifications and Assurances for Highway Safety Grants (23 U.S.C.)**  
**NONDISCRIMINATION**  
**(applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non- Discrimination Authorities and this Assurance;
- Agrees to Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_



- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**  
**Instructions for Primary Tier Participant Certification (States)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_



3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgement*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_



**Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or Voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgement*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originates.

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6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transactions that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**BUY AMERICA ACT**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Grantee Initials \_\_\_\_\_  
 Date \_\_\_\_\_



**PROHIBITION ON USING GRANT FUNDS  
TO CHECK FOR HELMET USAGE**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Policy on Seat Belt Use**

In accordance with the Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employees, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**Policy on Banning Text Messaging While Driving**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- **Cash Management:** Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305. Failure to adhere to these provisions may result in the termination of draw-down privileges.

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Date \_\_\_\_\_

**Office of Management and Budget Grant Conditions:**

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds** : 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
  
- **Cost Principles for Federal Grants to *State and Local Governments***
  - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
    - The cost of alcoholic beverages is unallowable.
    - Costs incurred by advisory councils are allowable.
    - Audit costs are allowable.
    - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
    - Entertainment costs are unallowable.
    - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
    - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
  
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education*** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
  - 2 CFR 200 subpart E

**II. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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Date \_\_\_\_\_



(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: \_\_\_\_\_

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

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_



OCT 1 - 2018

Chief Robert Merner  
Portsmouth Police Department  
3 Junkins Ave.  
Portsmouth, NH 03801

Lonza Biologics Inc.  
101 International Drive  
USA-Portsmouth, NH 03801  
USA  
+ 1 603 610 4500  
eric.snyder@lonza.com

Portsmouth NH, 28 September 2018

## Portsmouth Police Training

Dear Chief Merner,

We are writing to express our sincere appreciation to the Portsmouth Police Department for their presentation of Active Shooter training to the employees of the Lonza Portsmouth site.

The Portsmouth Police Force did an outstanding job of presenting this important, but difficult topic in 20 training sessions during July and August of 2018. Sessions were delivered with a high level of skill and professionalism to over 1,000 employees, customers, and contractors. We want to especially note the excellent presentation skills and enthusiasm of the officers involved:

Detective Rochelle Navelski  
Training Officer Eric Benson  
Officer Bill Werner  
Officer Kevin McCarthy  
Detective Rob Munson  
Lieutenant Eric Kinsman

The Lonza Portsmouth site thanks the Portsmouth Police Department for this valuable training. We are pleased to present a donation of \$4,000 to the Portsmouth Police Department to continue their community outreach programs or to support the charity of their choice.

Sincerely

Lonza Biologics Inc.



Herve Berdou  
Site Head

Cc: John Bohenko, City Manager

Enclosure

Crime Comparison Report For the period ending 08/31/2018

**Group A Crimes Against Persons**

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Kidnaping/ Abduction	2018				1			1						2
	2017				1	2		1	1					5
	Pct				0%	n/a		0%	n/a					-60%
Forcible Rape	2018	3	1	1			1	1	2					9
	2017		1			1		3						5
	Pct	n/a	0%	n/a		n/a	n/a	-67%	n/a					+80%
Forcible Sodomy	2018													
	2017						1							1
	Pct						n/a							n/a
Sexual Assault with an Object	2018								1					1
	2017													
	Pct								n/a					n/a
Forcible Fondling	2018			2	1	3	1		1					8
	2017		1			1	1	1						4
	Pct		n/a	n/a	n/a	+200%	0%	n/a	n/a					+100%
Aggravated Assault	2018	2		4		6	1	4	1					18
	2017	1	1		2	1	1		4					10
	Pct	+100%	n/a	n/a	n/a	+500%	0%	n/a	-75%					+80%
Simple Assault	2018	14	11	20	4	19	20	13	11					112
	2017	13	12	14	8	29	20	19	17					132
	Pct	+8%	-8%	+43%	-50%	-34%	0%	-32%	-35%					-15%
Intimidation	2018	11	9	7	8	8	8	12	11					74
	2017	10	14	12	4	14	6	14	13					87
	Pct	+10%	-36%	-42%	+100%	-43%	+33%	-14%	-15%					-15%
Incest	2018													
	2017				1									1
	Pct				n/a									n/a
Statutory Rape	2018					1								1
	2017				1	1		1						3
	Pct				n/a	0%		n/a						-67%
Total Crimes Against Persons	2018	30	21	34	14	37	31	31	27					225
	2017	24	29	26	17	49	29	39	35					248
	Pct	+25%	-28%	+31%	-18%	-24%	+7%	-21%	-23%					-9%

**Filters/Options Applied**

Date Used	Report Date used
Time Period	



Crime Comparison Report For the period ending 08/31/2018

Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Robbery	2018						2		3					5
	2017	2					2							4
	Pct	n/a					0%		n/a					+25%
Arson	2018							1						1
	2017			1	1									2
	Pct			n/a	n/a			n/a						-50%
Burglary/ Breaking and Entering	2018		2		2	3	1	4	3					15
	2017	1		3	1	2	2	4	2					15
	Pct	n/a	n/a	n/a	+100%	+50%	-50%	0%	+50%					0%
Extortion/ Blackmail	2018								1					1
	2017													
	Pct								n/a					n/a
Larceny (pick-pocket)	2018						1							1
	2017													
	Pct						n/a							n/a
Larceny (shoplifting)	2018	12	9	9	4	4	6	12	2					58
	2017	5	1	3	2	4	4	1	2					22
	Pct	+140%	+800%	+200%	+100%	0%	+50%	+1100	0%					+164%
Larceny (from building)	2018	9	7	6	7	3	4	1	3					40
	2017	8	3	6	1	3	8	6	3					38
	Pct	+13%	+133%	0%	+600%	0%	-50%	-83%	0%					+5%
Larceny (from motor vehicles)	2018	3	3	1	4	11	10	7	3					42
	2017	1	5	1	5	6	4	7	4					33
	Pct	+200%	-40%	0%	-20%	+83%	+150%	0%	-25%					+27%
Larceny (of motor vehicle parts)	2018		2					2	1					5
	2017	1						1						2
	Pct	n/a	n/a					+100%	n/a					+150%
Larceny (all other)	2018	6	11	9	9	10	10	14	9					78
	2017	5	3	6	4	2	17	10	11					58
	Pct	+20%	+267%	+50%	+125%	+400%	-41%	+40%	-18%					+34%
Motor Vehicle Theft	2018		5	2		2	6	2	1					18
	2017		1	2	3	2		3	2					13
	Pct		+400%	0%	n/a	0%	n/a	-33%	-50%					+38%
Counterfeit/ Forgery	2018	4	1	2	5	4	2	3	1					22
	2017	2	2	1	1	2	4	3						15
	Pct	+100%	-50%	+100%	+400%	+100%	-50%	0%	n/a					+47%

Filters/Options Applied

Date Used	Report Date used
Time Period	

Crime Comparison Report For the period ending 08/31/2018

Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Fraud (false pretense;swindle)	2018	7	4	11	5	5	6	3	5					46
	2017	3	6	2	8	5	3	4	3					34
	Pct	+133%	-33%	+450%	-38%	0%	+100%	-25%	+67%					+35%
Fraud (credit/debit card;ATM)	2018	2	3	4	5	2	6	3	3					28
	2017	3	1	4	5	3	1	2	1					20
	Pct	-33%	+200%	0%	0%	-33%	+500%	+50%	+200%					+40%
Fraud (impersonation)	2018	5	3	5	2	5	5	5	2					32
	2017	2	1	3	7	2	3	3	2					23
	Pct	+150%	+200%	+67%	-71%	+150%	+67%	+67%	0%					+39%
Fraud (wire)	2018			2		1								3
	2017				1	1		1						3
	Pct			n/a	n/a	0%		n/a						0%
Embezzlement	2018		1	1										2
	2017				1			2						3
	Pct		n/a	n/a	n/a			n/a						-33%
Stolen Property	2018	2	1	2			2	1	1					9
	2017			1	2	4		2	2					11
	Pct	n/a	n/a	+100%	n/a	n/a	n/a	-50%	-50%					-18%
Destruction of Property/Vandalism	2018	10	9	14	12	14	17	18	12					106
	2017	13	16	16	21	19	17	24	16					142
	Pct	-23%	-44%	-13%	-43%	-26%	0%	-25%	-25%					-25%
Total Crimes Against Property	2018	60	61	68	55	64	78	76	50					512
	2017	46	39	49	63	55	65	73	48					438
	Pct	+30%	+56%	+39%	-13%	+16%	+20%	+4%	+4%					+17%

Filters/Options Applied

Date Used	Report Date used
Time Period	



Crime Comparison Report For the period ending 08/31/2018

**Group A Crimes Against Society**

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Drug/ Narcotic Violations	2018	23	15	8	12	15	16	13	9					111
	2017	20	21	16	16	18	17	10	25					143
	Pct	+15%	-29%	-50%	-25%	-17%	-6%	+30%	-64%					-22%
Pornography/Obscene Material	2018		1	1		1	1							4
	2017	1	1			2	1	1	1					7
	Pct	n/a	0%	n/a		-50%	0%	n/a	n/a					-43%
Prostitution	2018	1				1		1	1					4
	2017		1											1
	Pct	n/a	n/a			n/a		n/a	n/a					+300%
Weapon Law Violations	2018		1				1	1						3
	2017				1			1						2
	Pct		n/a		n/a		n/a	0%						+50%
Total Crimes Against Society	2018	24	17	9	12	17	18	15	10					122
	2017	21	23	16	17	20	18	12	26					153
	Pct	+14%	-26%	-44%	-29%	-15%	0%	+25%	-62%					-20%

**Filters/Options Applied**

<b>Date Used</b>	Report Date used
<b>Time Period</b>	

Crime Comparison Report For the period ending 08/31/2018

Group B Crimes

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bad Checks	2018		2		2		1	3						8
	2017	1	4	1	2	2	1	1	1					13
	Pct	n/a	-50%	n/a	0%	n/a	0%	+200%	n/a					-38%
Curfew/Loitering/Vagrancy	2018													
	2017						1							1
	Pct						n/a							n/a
Disorderly Conduct	2018	1	6	6		4	2	8	4					31
	2017	3	3	1	5	4	8	10	4					38
	Pct	-67%	+100%	+500%	n/a	0%	-75%	-20%	0%					-18%
Driving under Influence	2018	5	4	6	5	7	3	7	8					45
	2017	6	5	7	4	3	3	10	9					47
	Pct	-17%	-20%	-14%	+25%	+133%	0%	-30%	-11%					-4%
Drunkenness	2018	10	11	5	8	12	11	11	15					83
	2017	12	10	14	18	19	20	10	14					117
	Pct	-17%	+10%	-64%	-56%	-37%	-45%	+10%	+7%					-29%
Family Non Violent Offenses	2018	1		1	1	4	2	2	1					12
	2017			1	2	2	2	1	1					9
	Pct	n/a		0%	-50%	+100%	0%	+100%	0%					+33%
Liquor Law Violations	2018	3	2	1		2		9	2					19
	2017	2	3			2	1	4	2					14
	Pct	+50%	-33%	n/a		0%	n/a	+125%	0%					+36%
Runaways (under 18yr old)	2018		1	1	1	2			1					6
	2017	2				1	2	1	3					9
	Pct	n/a	n/a	n/a	n/a	+100%	n/a	n/a	-67%					-33%
Trespass of Real Property	2018	6	1	5	5	5	1	12	4					39
	2017	2	3	3	10	3	10	9	5					45
	Pct	+200%	-67%	+67%	-50%	+67%	-90%	+33%	-20%					-13%
All Other Offenses	2018	30	23	30	16	25	19	35	16					194
	2017	29	17	16	38	30	21	43	28					222
	Pct	+3%	+35%	+88%	-58%	-17%	-10%	-19%	-43%					-13%
Total Group B Crimes	2018	56	50	55	38	61	39	87	51					437
	2017	57	45	43	79	66	69	89	67					515
	Pct	-2%	+11%	+28%	-52%	-8%	-43%	-2%	-24%					-15%

Filters/Options Applied

Date Used	Report Date used
Time Period	