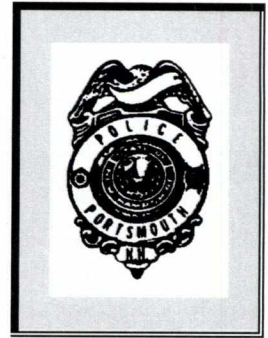


BOARD of POLICE COMMISSIONERS

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.

PUBLIC NOTICE OF POLICE COMMISSION MEETING

DATE: April 23rd, 2018 (Monday)
LOCATION & TIME: 4:30 p.m., Wm. Mortimer Conference Room, Police Dept.
5:30 p.m., Eileen Dondero Foley Council Chambers, City Hall
Please see important note on the start time:

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

March 21st, 2018. (Anticipated Action: A motion will be made to accept the minutes of the March 21st, meeting.)

IV. PUBLIC COMMENT

Individual comment is limited to five minutes.

V. NEW BUSINESS:

A. POLICE COMMISSION:

1. Commissioner Onosko:
 - a. Citizen Police Academy
 - b. Regulations on the Discharge of Firearms in Portsmouth
 - c. PD Budget Documents at the PD Website
2. Commissioner Splaine:
 - a. Police Commission Meeting Notifications – (see attachments)
 - b. Police Commission Community Outreach Events

B. CHIEF OF POLICE:

1. Swearing-In of full-time officer Michael Lyons
2. Accreditation Update
3. Monthly Traffic Data
4. Grants & Donations:
 - a. A Victim of Crime Advocate, or 'VOCA' grant, has been awarded to the Portsmouth Police Department from The New Hampshire Department of Justice in the amount of \$72,043. This grant will provide hands-on Victim Advocate services to support crime victims in our jurisdiction of non-domestic-violence-related crimes. (Anticipated Action: A motion will be made to accept the 'VOCA' grant in the amount of \$72,043, and forward to the city council for their action.)
 - b. A donation in the amount of \$800 in support of the Portsmouth Police Explorer Post, from the Friends of the South End. (Anticipated Action: a motion will be made to accept the donation in the amount of \$800 in support of the Portsmouth Police Explorer Post from the Friends of the South End, and forward to the city council for their action.)

5. **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, May 29th, 2018 at the usual 4:30/5:30 start time. (See note at the beginning of this agenda for a start time explanation.) Please check the meetings calendar on the city's website as the date approaches for cancellations or changes to the time or meeting location.

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

Kathie Leisgue

(Posted on April 19, 2018)

Arthur Hilson, Clerk of the Commission

MINUTES
OF
PREVIOUS
MEETING(S)

PORTSMOUTH POLICE COMMISSION

MINUTES OF THE MARCH 21ST, 2018 POLICE COMMISSION MEETING

4:30 p.m. Public Session – Eileen Dondero Foley Council Chambers

Joseph J. Onosko, Chair
Jim Splaine
Arthur Hilson

- I. **CALL TO ORDER:** The March 21st, 2018 monthly Police Commission meeting was called to order at 3:03 p.m. in the Wm. Mortimer Conference Room of the Portsmouth Police Department.

The following people were present: Commissioners Onosko, Splaine and Hilson, and Chief Merner

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...”, and (c), “Matters which, if discussed in public would likely affect adversely the reputation of any person...”

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

Seconded by Commissioner Splaine.

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

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

The Commission entered non-public session at 3:03 p.m.

The public session resumed at 3:38 p.m. in the Eileen Dondero Foley Council Chambers in city hall. (An archived video of the meeting is available on the city’s website.)

The following people were present: Commissioners Onosko, Splaine and Hilson, Chief Merner, DPW Director Peter Rice, Admin. Manager

Karen Senecal, Exec. Asst. Kathe Levesque, Herald reporter Elizabeth Dinan, members of the public.

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

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

February 27th, 2018, and the Budget Work Session held on March 16th, 2018.

Action: Commissioner Hilson moved to accept the minutes of the February 27th, 2018 Police Commission meeting.

Seconded by Commissioner Splaine.

On a Voice Vote: The motion carried to accept the minutes of the February 27th, 2018 Police Commission meeting.

Action: Commissioner Hilson moved to accept the minutes of the budget work session held on March 16th, 2018.

Seconded by Commissioner Splaine.

On a Voice Vote: The motion passed to accept the minutes of the March 16th, 2018 budget work session.

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 clicking "Channel 22", and then clicking on "Archived 2012, 2013, 2014, 2015, 2016, and 2017 meetings.")

Mr. David Loehwing – 130 Thornton Street: Mr. Loehwing was speaking to the Commission and Chief as a parent who walks his child to school and is concerned about the volume and speed of the traffic around New Franklin School on school mornings. He said there is not a lot of signage that tells drivers coming off the highway exit that they are entering a school zone. Mr. Loehwing said there was a traffic accident on March 9th involving a school employee and two children. Thankfully no one was hurt. He suggested now might be a good time to work together on how we might improve overall safety in this area, both while the construction is underway and going forward.

Addressing his concerns, Chief Merner said that prior to the start of the bridge repair work, we made sure we were part of the pre-meetings with

parents and the City's Dept. of Public Works and this location has been on Patrol's radar for some time just for these reasons. Chief Merner has been down there on school mornings, Officer Meyer has been doing speed enforcement at that location multiple times per week during key time blocks, and Captain Warchol has been down there as well monitoring traffic.

The Chief added that we are active at Bartlett & Thornton for the ongoing truck complaints in that neighborhood as well. He thanked Mr. Loehwing for his input and said the police will continue to address this problem and add coverage as needed. He also said we will work with DPW to look at adding signage.

Mr. Joshua Cyr – 990 Maplewood Ave.; Mr. Cyr said he was present to echo Mr. Loehwing's concerns, and to add that traffic speed does seem to be being addressed. His concern is for the actual physical safety at the intersection. He proceeded to describe the physical dynamics and the blind spots because of the two opposing left turn lanes and the straight through lanes where the drivers' vision is blocked by the opposing left-turning vehicles. And that dynamic is further impacted by vehicles pulling out of the school lot into the middle of that same left-turning intersection. He observed that an officer doing speed enforcement isn't going to be able to impact the blind spot dynamics he described. He asked for an officer to specifically address this particular aspect of the traffic dynamic.

Chief Merner said he has been down there himself, and will work this out with Lt. Maloney and get that addressed.

There being no other persons wishing to speak, the Chair closed the public comment session.

V. **UNFINISHED BUSINESS:** None.

VI. **NEW BUSINESS:**

A. **POLICE COMMISSION:**

a. **Commissioner Onosko:**

i. COLA raises/contracts for all three Police Unions –
Commissioner Onosko said the police unions have

requested an extension of the existing working agreements for the period of one year.

Action: Commissioner Hilson moved to extend the three union contracts for one year, until June of 2019.

Seconded by Commissioner Splaine.

On a Voice Vote: The motion passed to extend the three union contracts for one year, until June of 2019.

- ii. Correct the data on Police Department salaries that was published in the Portsmouth Herald.
 - a. Chief Merner explained that private vendors, not taxpayers, are paying for detail work done by officers. So a portion of the officer's annual earnings has been paid for by private vendors, not taxpayers.
 - b. Karen added that 'OT', or overtime, is another area where there is misunderstanding. A lot of our overtime is paid for by grant monies from New Hampshire Highway Safety and the Department of Justice, so an additional portion of officers' annual earnings can also be being paid for by a source other than Portsmouth taxpayers; these factors need to be kept in mind as one looks at the annual earnings of police officers in Portsmouth.

Karen added that she will have a breakout posted on the website as soon as she can get to it, that will clarify what overtime can consist of.

Commissioner Splaine asked Karen to explain how the department charges for detail work. Karen said she will work with City IT to get this added to the website.

- iii. Citizen Police Academy – Commissioner Onosko gave a brief history of the Citizen Police Academy started by the police department a number of years ago, saying he would like to start it up again. He thought we might consider doing a 2-hour session that would be an overview of police operations. If there is further interest, we can run a full curriculum.

Commissioner Splaine talked about doing ride alongs as well. He suggested getting information up on the website.

b. Commissioner Splaine:

- i. Out of City Hall Police Commission Meetings – The Commissioner would like to have meetings outside the city hall building. He has developed a list of locations:
 1. In May, perhaps a resident drop-in on a Saturday at the city's recycling center on the road going in.
 2. At the Community Campus, perhaps in July or August, a discussion forum with seniors and families.
 3. A third location might be at the high school in October or November.

The Commissioner said he will put this on the agenda for the next meeting, and the Chief and other Commissioners can add other locations.

Action: Commissioner Splaine moved that these three intended locations, provided that the logistics can be worked out properly with the city and the school department and those people responsible at Community Campus:

1. May at the recycling center;
2. July or August at the Community Campus;
3. October or November at the high school,

as the Chief and Karen and other officers are available they are invited, and this would be our goal to look at making this happen.

Seconded by Commissioner Hilson.

Commissioner Hilson said that Portsmouth High School has audio and video capability, and there are local houses of worship that have that ability to record and post to YouTube.

The Chair asked for a vote.

On a Voice Vote: The motion passed to look at making meeting forums or listening sessions happen at the following locations:

- May at the recycling center;

- July or August at the Community Campus;
 - October or November at the high school,
- and as the Chief and Karen and other officers are available they are invited.

B. CHIEF OF POLICE:

- a. Congratulated K9 Officer Aaron Stacy and K9 'Axe', for their successful completion of a very intense and stressful six-week Narcotic Detection Class. They are now certified in a number of narcotics. Chief Merner asked K9 Officer Steven Blanding, who was present with K9 'Max', to describe the course for the Commissioners.
- b. DPW Director Peter Rice briefed the Commission on the start of repairs on the building façade.
- c. Accreditation Update
- d. Monthly Traffic Data
- e. Update on the Strategic Plan
- f. Financial Report
- g. Letters of Thanks & Appreciation from Outside the Department.
 1. An email from someone who had an interaction with Officer Bill Werner on a traffic stop. The person had a special needs adult in the vehicle at the time and thanked Officer Werner for his kind, upbeat and professional demeanor in dealing with both the driver and the special needs passenger, saying, "... it was another level of kindness altogether to have the insight...to know how to touch a (special needs) person...you really made his day..."
 2. An email from a parent of an 8th grader who attended the Police Department's Middle School presentation on school safety procedures. The parent said, "I left feeling confident that the Portsmouth Police Department is constantly thinking about next steps and is as prepared as a department can be to handle the unexpected...I feel lucky to have you in charge of our fabulous city."
 3. Another email from a parent who attended the Police Department's Middle School presentation on school safety procedures. The parent said, "...frankly, (I) am blown away and in awe of everything you must witness on a day-to-day basis...Thanks again for doing what you do..."

VII. MISCELLANEOUS BUSINESS:

Commissioner Splaine – Meeting notices: The Commissioner has prepared the relevant references of the New Hampshire Right to Know Law. He asked that his memo would be put on the agenda for the next meeting as a memo that he feels will simplify and clarify this process.

Chief Merner advised the Commission the scheduled repair work to the façade of the building is about to commence and will have a significant impact on the working conditions at police headquarters over the next five to six months.

VIII. MOTION TO ADJOURN:

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

Action: Commissioner Splaine moved the March 21st, 2018 Police Commission Monthly Meeting be adjourned.

Seconded by Commissioner Hilson.

On a Voice Vote: The motion passed to adjourn the 2018 Police Commission Monthly Meeting at 5:08 p.m.

END OF MEETING

Kathe

Respectfully Submitted By Kathleen Levesque, Executive Assistant

Reviewed By Commissioner Hilson, Clerk of the Commission

Arthur L. Hilson

POLICE
COMMISSION
BUSINESS

POLICE COMMISSION – NEW BUSINESS

APRIL 23RD, 2018 MEETING

V. NEW BUSINESS:

A. POLICE COMMISSION:

1. Commissioner Onosko:
 - a. Citizen Police Academy
 - b. Regulations on the Discharge of Firearms in Portsmouth
 - c. PD Budget Documents at the PD Website
2. Commissioner Splaine:
 - a. Police Commission Meeting Notifications – (see attachments)
 - b. Police Commission Community Outreach Events



Jim Splaine <jimsplaineportsmouth@gmail.com>

Proposed Process For Police Commission Meeting Notification

Jim Splaine <jimsplaineportsmouth@gmail.com>
To: Jim Splaine <jimsplaineportsmouth@gmail.com>

Wed, Mar 21, 2018 at 10:49 AM

In order to assure early posting of Police Commission meetings for the public in addition to complying with the standard requirements of the N.H. Right-To-Know Law, I propose the following three steps:

1. That as soon as a set time has been agreed to for ANY meeting that should be publicly posted, i.e. Police Commission meetings, Worksessions, non-public sessions, forums, etc., that the location, date and time be posted the next day, not just at the deadline for compliance with the N.H. Right-To-Know Law of 24 hours before the meeting.
2. That if a change in the scheduled meeting occurs, the postings including the City of Portsmouth WEBSITE be immediately updated.
3. That all Police Commission members be notified of the posted meetings by regular E-Mail and/or telephone call, and are obligated to respond to receipt of meeting notice.
4. That Police Commission Agenda be prepared for Police Commission members and all Agenda items and reports received by Police Commissioners be placed on the City of Portsmouth WEBSITE at least three business days before the meeting. Additional material not available by that time may be added to the City of Portsmouth WEBSITE and provided to Police Commissioners at the meeting.

From The N.H. Right-To-Know Law, re: Meeting Notices

Jim Splaine <jimsplaineportsmouth@gmail.com>
To: Jim Splaine <jimsplaineportsmouth@gmail.com>

Wed, Mar 21, 2018 at 10:48 AM

II. Subject to the provisions of RSA 91-A:3, all meetings, whether held in person, by means of telephone or electronic communication, or in any other manner, shall be open to the public. Except for town meetings, school district meetings, and elections, no vote while in open session may be taken by secret ballot. Any person shall be permitted to use recording devices, including, but not limited to, tape recorders, cameras, and videotape equipment, at such meetings. Minutes of all such meetings, including nonpublic sessions, shall include the names of members, persons appearing before the public bodies, and a brief description of the subject matter discussed and final decisions. Subject to the provisions of RSA 91-A:3, minutes shall be promptly recorded and open to public inspection not more than 5 business days after the meeting, except as provided in RSA 91-A:6, and shall be treated as permanent records of any public body, or any subordinate body thereof, without exception. Except in an emergency or when there is a meeting of a legislative committee, a notice of the time and place of each such meeting, including a nonpublic session, shall be posted in 2 appropriate places one of which may be the public body's Internet website, if such exists, or shall be printed in a newspaper of general circulation in the city or town at least 24 hours, excluding Sundays and legal holidays, prior to such meetings. An emergency shall mean a situation where immediate undelayed action is deemed to be imperative by the chairman or presiding officer of the public body, who shall post a notice of the time and place of such meeting as soon as practicable, and shall employ whatever further means are reasonably available to inform the public that a meeting is to be held. The minutes of the meeting shall clearly spell out the need for the emergency meeting. When a meeting of a legislative committee is held, publication made pursuant to the rules of the house of representatives or the senate, whichever rules are appropriate, shall be sufficient notice. If the charter of any city or town or guidelines or rules of order of any public body require a broader public access to official meetings and records than herein described, such charter provisions or guidelines or rules of order shall take precedence over the requirements of this chapter. For the purposes of this paragraph, a business day means the hours of 8 a.m. to 5 p.m. on Monday through Friday, excluding national and state holidays.

II-a. If a member of the public body believes that any discussion in a meeting of the body, including in a nonpublic session, violates this chapter, the member may object to the discussion. If the public body continues the discussion despite the objection, the objecting member may request that his or her objection be recorded in the minutes and may then continue to participate in the discussion without being subject to the penalties of RSA 91-A:8, IV or V. Upon such a request, the public body shall record the member's objection in its minutes of the meeting. If the objection is to a discussion in nonpublic session, the objection shall also be recorded in the public minutes, but the notation in the public minutes shall include only the member's name, a statement that he or she objected to the discussion in nonpublic session, and a reference to the provision of RSA

91-A:3, II, that was the basis for the discussion.

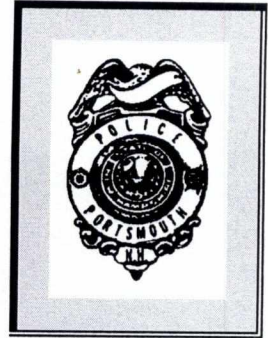
II-b. (a) If a public body maintains an Internet website or contracts with a third party to maintain an Internet website on its behalf, it shall either post its approved minutes in a consistent and reasonably accessible location on the website or post and maintain a notice on the website stating where the minutes may be reviewed and copies requested.

(b) If a public body chooses to post meeting notices on the body's Internet website, it shall do so in a consistent and reasonably accessible location on the website. If it does not post notices on the website, it shall post and maintain a notice on the website stating where meeting notices are posted.

CHIEF'S REPORT

BOARD of POLICE COMMISSIONERS

*of the
City of Portsmouth, N.H.
March 21, 2018*



Swearing-in of Officer Michael Lyons

Karen Senecal

From: Pitman, Tanya
Sent: Thursday, March 22, 2018 1:56 PM
To: Robert Merner; 'ccummings', Karen Senecal
Subject: VOCA Grant Agreement
Attachments: Grant Agreement Fill In Form - Portsmouth Police Department.pdf; EXHIBIT A B C - Portsmouth Police Department.pdf; Special Provisions VOCA 17.pdf; VOCA SAR INFO (updated).docx; Non-supplanting_Certification.doc; EEO Reporting certification.pdf; Contract Checklist.pdf

Importance: High

Good Afternoon,

Congratulations again on Portsmouth Police Department's VOCA grant award. Attached is the Grant Agreement, exhibits and special provisions. Please have the signing authority sign or initial each page.

Additionally we will need the following:

- **SAR Completed (See attached)**
- **Certificate of Authority**
- **Certificate of Insurance**
- **Certificate of Workers Compensation Insurance**
- **Go to: https://ojp.gov/about/ocr/faq_eeop.htm to complete the EEO Reporting Tool certification form.**
- **Please have the primary person responsible for meeting the terms and conditions of this grant complete the EEO training at <https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>.**
- **Non-supplanting Certification**

Please return the grant agreement and attachments by **April 6, 2018**.

Thank you,

Tanya Pitman

Criminal Justice Program Specialist
Grants Management Unit
Attorney General's Office
33 Capitol Street
Concord NH 03301

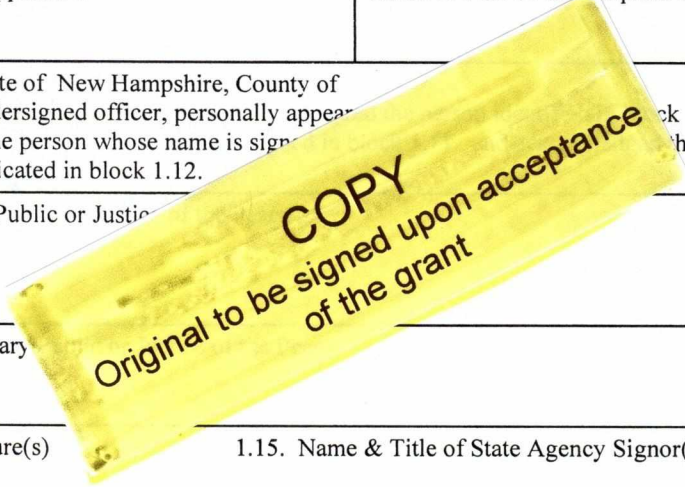
GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

Form with fields for State Agency Name, Subrecipient Name, Account Number, Completion Date, Grant Limitation, and Signatures.



2.SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the 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 work attached hereto as EXHIBIT A (the scope of work 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.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

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

- 14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
- 16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 17. INSURANCE AND BOND.
 - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
- 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
- 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
- 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
- 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Special Provisions to the State of New Hampshire Grant Agreement

VOCA Funding

1. Compliance by Subrecipient with Laws and Regulations, expressly including the following:

a. Adherence to the following requirements of:

i. Victims of Crime Act (VOCA) 34 U.S. Code Sections 20104, 20105, 20106, 20107, 20108, 20109, 20110, and 20111) and the Program Rule implemented in the Federal Register Vol. 81, No.131, July 8, 2016 28 CFR Part 94.

<https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>

ii. Nondiscrimination requirements Title VI of the Civil Rights Act of 1964, as amended;

iii. Section 504 of the Rehabilitation Act of 1973, as amended;

iv. Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990);

v. Title IX of the Education Amendments of 1972;

vi. The Age Discrimination Act of 1975;

vii. Department of Justice Non-Discrimination Regulations (28 CFR Part 42, Subparts C, D, E, and G; 28 CFR Parts 35, 38, 39 and 54);

specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016. 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 subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations. The recipient, and any subrecipient 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."

viii. 2 CFR Part 200.300(a) Adherence to the financial and administrative requirements as set forth in the effective edition of the Office of Justice Programs "Financial Guide". A copy of these guidelines is available at http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf

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- b. Pursuant to Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving" 74 Fed. Reg. 51225, the Subrecipient agrees to enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- c. The Hatch Act restricts the political activity of individuals principally employed by state or local executive agencies that work in connection with programs financed in whole or part by federal loans or grants. The Hatch Act prohibits a grant-funded person from becoming a candidate for public office in a partisan election. For further information please refer to U.S.C. Title 5 Sections 1501-1508 and Title 5 of the Code of Federal Regulations part 151.

2. Reports and Certifications Required:

- a. Subrecipient will be required to file **quarterly performance reports** on the performance metrics identified by OVC, and in the manner required by OVC.
- b. Subrecipient will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.
- c. NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all Subrecipients.

3. The Subrecipient agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form is to be used by the Subrecipient to verify that persons employed by the Subrecipient are eligible to work in the United States.

4. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient 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.)

The Subrecipient assures that no federal VOCA funds or match funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation,

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renewal, amendment, or modification of any Federal grant or cooperative agreement. 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 grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

5. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
6. The Subrecipient assures that information will be collected and maintained, where such information is voluntarily furnished by claimants on crime victim applications, by race, national origin, sex, age, and disability. This information will be submitted to the New Hampshire Department of Justice, Grants Management Unit.
7. All materials publicizing or resulting from award activities shall contain an acknowledgment of the awarding agency assistance. An acknowledgment of support shall be made through use of the following or comparable footnote: "This project was supported by Award No. 2017-VA-GX-0044 awarded by the Office for Victims of Crime, Office of Justice Programs and administered through the New Hampshire Department of Justice."
8. Any publications (written, visual or sound), whether published through Federal grant funds or matching funds, shall contain the following statements: "This project was supported by (2017-VA-GX-0044) awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
9. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
10. Any renovations to a building over 50 years old must be approved by the State Historical Preservation Officer and by the federal VOCA Office before any work commences. These approvals must be coordinated by the NH Department of Justice, Grants Unit.
11. The Subrecipient must utilize volunteers to assist in providing VOCA allowable victim

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services unless extenuating circumstances justify the exclusion of volunteers, and a volunteer waiver is obtained from the NH Department of Justice.

12. The Subrecipient agrees that all services will be provided at no charge to victims unless a program income waiver is obtained from the NH Department of Justice. If permission to generate program income is granted, the Subrecipient agrees that there must be a sliding scale that starts at zero, and that all program income will be totally expended on grant allowable activities by the end of the funding cycle.
13. The Subrecipient agrees to assist victims in applying for Victims Compensation benefits. Such assistance includes: identifying eligible victims; making reasonable efforts to notify eligible victims of the availability of compensation; making reasonable efforts to explain the program to victims; offering to assist victims with the application process when it is reasonable to do so.
14. The Subrecipient understands that VOCA *non-allowable* personnel activities include: general administration, prevention, active investigation and prosecution of criminal activities, research and studies, lobbying, capital expenses, compensation for victims of crime and fundraising.
15. The Subrecipient agency must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, Subrecipient, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –
Mail:

Office of the Inspector General
U.S. Department of Justice Investigations Division
950 Pennsylvania Avenue, N.W. Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov or hotline fax: (202) 616-9881
additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

16. Restrictions and certifications regarding non-disclosure agreements and related matters no Subrecipient under this award, or entity that receives a procurement contract or subcontract

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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.

- a. In accepting this award, the recipient—
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
 - i. it represents that— it has determined that no other entity that the 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
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this

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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.

17. The Subrecipient agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the NH Department of Justice and the Office of Justice Programs.
18. The Subrecipient assures that federal funds received for this grant program will not be used to supplant existing funds otherwise available for this victim assistance program.
19. Equipment purchased with VOCA funds shall be listed by the Subrecipient on the agency inventory. The inventory must include the item description, serial number, cost, percentage of federal VOCA funds, and location. The Subrecipient agrees that the title to any equipment purchased with VOCA funds will revert back to the New Hampshire Department of Justice, Grants Management Unit, when it is no longer being used for the VOCA program purposes for which it was acquired.
20. The Subrecipient agrees that if a financial audit of the agency is performed, whether it be an audit under 2 CFR or not, the Subrecipient agrees to provide a copy of the audit and any associated management letters to the New Hampshire Department of Justice, Grants Management Unit.
21. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded

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funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

22. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
23. The subgrantee, if a non-profit organization, agrees to make its financial statements available online (either on the subgrantee's website, or the NH Department of Justice's, or another publicly available website). Organizations that have Federal 501 (c) 3 tax status are considered in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
24. The subgrantee, if a non-profit organization, must certify their non-profit status by submitting a statement to NH Department of Justice: 1) affirmatively asserting that the recipient is a non-profit organization and 2) indicating that the subgrantee has on file and available upon audit one of the following:
- A copy of the organization's 501 (c) 3 designation letter, or:
 - A letter from the State of NH stating that the subgrantee is a non-profit organization operating within the state, or:
 - A copy of the sub-grantee's state certificate of incorporation that substantiates its non-profit status
- Subgrantees that are local non-profit affiliates of state or national non-profits should also have a statement by the parent organization that the subgrantee is a local non-profit affiliate.
25. 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

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<http://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.

26. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The 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 "2015 DOJ Grants Financial Guide").
27. Requirement for data on performance and effectiveness under the award
the recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
28. OJP Training Guiding Principles
Any training or training materials that the 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 <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.
29. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016) The 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, 2016, are set out at: <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.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 their grant manager for guidance, and may not proceed without the express prior written approval of the grant manager and OJP.

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30. Subgrantees will authorize representatives of the Office for Victims of Crime and/or the Office of the Chief Financial Officer access to and the right to examine all records, books, paper or documents related to the VOCA grant.
31. 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 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 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 2017 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>.

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.

32. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. **The subrecipient also must inform its employees, in writing** (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

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33. The subrecipient authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

34. Demographic Data - Subrecipients assure they will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

35. 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 relates 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 these special provisions, 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 42 U.S.C. 3795a), 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.

36. Certification regarding debarment, suspension ineligibility, and voluntary exclusion

A person may be debarred or suspended for any of the causes listed in 28 CFR §67.305 and §67.405. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one Federal agency shall have government wide effect. For purposes of this certification, "prospective lower tier participant" shall refer to the subgrantee.

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Instructions for Certification:

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification as set out.
- b) 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 and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom 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.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- e) 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- h) 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.
- i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a

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covered transaction knowingly enters into a lower tier covered transaction with a person who is 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 and/or debarment.

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DEPARTMENT OF
JUSTICE STATE OF NEW
HAMPSHIRE



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION
LOWER TIER COVERED
TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR §67.510, Participants' responsibilities. The intent of this Order was to ensure that no subgrantee of federal funds had been restricted from conducting business with the federal government due to any of the causes listed in 28 CFR §67.305 and 28 CFR §67.405.

By signing this document, you are certifying that neither your agency, nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.

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

Name and Title of Head of Agency

Signature

Date

Name and Address of Agency

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37. Certification Regarding EEOP Required:

If required, within 30 days from the date of the award, the Subrecipient will submit for approval, an acceptable Equal Employment Opportunity Plan (EEOP) as required by 28 CFR 42.301 et seq. or a Certification Form to both the NH DOJ and the Office of Civil Rights, Office of Justice Programs, US DOJ at 810 7th Street, NW, Washington, DC 20531. Failure to submit an approved EEOP or Certification is a violation of the Program Guidelines and Conditions and may result in suspension or termination of funding, until such time as the Subrecipient is in compliance. Additional information on EEOP requirements may be found here: http://ojp.gov/about/ocr/faq_eeop.htm

The form and instructions can be found at: <http://ojp.gov/about/ocr/pdfs/cert.pdf>

38. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000. The Subrecipient 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 <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

I have read and understand all 38 special provisions contained in this document:

Name and Title of Authorized Representative

Signature

Date

Name and Address of Agency

Name and Address of Agency

Subrecipient Initials _____

Date _____

Non-supplanting Certification

Supplanting defined

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

Supplanting and job retention

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

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

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

Printed Name and Title: _____

Signature: _____

Date: _____

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL



Subgrantee Contract Checklist

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

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

a. URL: _____

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL

ANN M. RICE
DEPUTY ATTORNEY GENERAL



-
- 10. Signed copy of the special conditions including:
 - a. certification form regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and;
 - b. certification form of Equal Employment Opportunity Plan.

 - 11. Signed non-supplanting certification

EXHIBIT A

-SCOPE OF SERVICES-

1. Portsmouth Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to victims of crime in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's application under state solicitation 2018VOCA1.

2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*

3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.

4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.

5. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-1261 or Tanya.Pitman@doj.nh.gov.

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

3a. The Subrecipient shall be awarded an amount not to exceed \$72,043 of the total Grant Limitation from 7/1/2018 through 6/30/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

EXHIBIT C

-SPECIAL PROVISIONS-

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

Agency Name:

Grant Period: 7/1/18-6/30/19

PURPOSE OF THE VOCA SUBAWARD : (CHECK ALL):

- A. Continue a VOCA-funded victim project funded in a previous year
- B. Expand or enhance an existing project not funded by VOCA in the previous year
- C. Start up a new victim services project

PRIORITY AND UNDERSERVED REQUIREMENTS:

INSTRUCTIONS: This is determined by the state for each SAR. Indicate the amount of VOCA funds that are allocated to each category of priority and underserved victims of crime.

Indicate the amount of VOCA funds ONLY (federal award share, not matching funds).

A. Child abuse (equals A1+A2): \$

- A1. Child physical abuse/neglect:
- A2. Child sexual abuse:

B. Domestic and Family Violence: \$

C. Sexual assault: \$

D. Underserved(equals D1-D10): \$

- D1. Underserved (DUI/DWI crashes) \$
- D2. Underserved (assault): \$
- D3. Underserved (adults molested as children): \$
- D4. Underserved (elder abuse): \$
- D5. Underserved (robbery):
- D6. Underserved (survivors of homicide victims): \$
- D7. Other Underserved (other violent crimes): \$
- D8. Please briefly describe "Other Underserved (other violent crimes)" :

- D9. Other Underserved (non-violent crimes): \$
- D10. Please briefly describe Other Underserved (non-violent crimes):

8. Subgrant match (financial support from other sources) INSTRUCTIONS: : All VOCA awards must be matched (20 %) either with in-kind or cash match

- A. Value of in-kind match: \$**
- B. Cash match: \$**
- C. Total match: \$**

USE OF VOCA AND MATCH FUNDS:

INSTRUCTION: For this subaward, check the category of service and subcategory that best identifies the types of services or activities that will be provided by the VOCA-funded project, as described below. Note: Report only those services actually provided by the VOCA-funded project. Do not report services offered by another agency. Check all that apply.

A. INFORMATION & REFERRAL (please check all that apply)

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications, etc.
- Referral to other victim service programs
- Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

B. PERSONAL ADVOCACY/ACCOMPANIMENT

- Victim advocacy/accompaniment to emergency medical care
- Victim advocacy/accompaniment to medical forensic exam
- Law enforcement interview advocacy/accompaniment
- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)
- Performance of medical forensic exam or interview, or medical evidence collection
- Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- Intervention with employer, creditor, landlord, or academic institution
- Child and/or dependent care assistance (includes coordination of services)
- Transportation assistance (includes coordination of services)
- Interpreter services

C. EMOTIONAL SUPPORT OR SAFETY SERVICES

- Crisis intervention (in-person, includes safety planning, etc.)
- Hotline/crisis line counseling
- On-scene crisis response (e.g., community crisis response)
- Individual counseling
- Support groups (facilitated or peer)
- Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)

Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic meds, durable/medical equipment, etc.)

D.SHELTER/HOUSING SERVICES

- Emergency shelter or safe house
- Transitional housing
- Relocation assistance (includes assistance with obtaining housing)

E.CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE

- Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)
- Victim impact statement assistance
- Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)
- Civil legal assistance in obtaining protection or restraining order
- Civil legal assistance with family law issues (e.g., custody, visitation, or support)
- Other emergency justice related assistance
- Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)
- Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- Law enforcement interview advocacy/accompaniment
- Criminal advocacy/accompaniment
- Other legal advice and/or counsel

F. ASSISTANCE IN FILING COMPENSATION CLAIMS

- Assists potential recipients in seeking crime victim compensation benefits

TYPES OF VICTIMIZATIONS

INSTRUCTION: Check the types of victimization that best describe the victims the VOCA-funded project will serve. "Other" refers to a type that is not associated with any of the types provided in this list. Please review the Appendix for definitions. Provide an explanation for any victimization type listed as "other."

Types of Victimizations

- ┌ Adult Physical Assault (includes Aggravated and Simple Assault)
 - ┌ Adult Sexual Assault
 - ┌ Adults Sexually Abused/Assaulted as Children
 - ┌ Arson
 - ┌ Bullying (Verbal, Cyber, or Physical)
 - ┌ Burglary
 - ┌ Child Physical Abuse or Neglect
 - ┌ Child Pornography
 - ┌ Child Sexual Abuse/Assault
 - ┌ Domestic and/or Family Violence
 - ┌ DUI/DWI Incidents
 - ┌ Elder Abuse or Neglect
 - ┌ Hate Crime: Racial/Religious/Gender/Sexual Orientation/Other
 - ┌ Human Trafficking: Labor
 - ┌ Human Trafficking: Sex
 - ┌ Identity Theft/Fraud/Financial Crime
 - ┌ Kidnapping (noncustodial)
 - ┌ Kidnapping (custodial)
 - ┌ Mass Violence (Domestic/International)
 - ┌ Other Vehicular Victimization (e.g., Hit and Run)
 - ┌ Robbery
 - ┌ Stalking/Harassment
 - ┌ Survivors of Homicide Victims
 - ┌ Teen Dating Victimization
 - ┌ Terrorism (Domestic/International)
 - ┌ Other
- If other, please explain:

11. BUDGET AND STAFFING:

Total budget for all victimization programs/services for this agency:

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year for which you have applied: (Identify by source the amount of funds allocated to the victimization programs/services budget of the subgrantee agency. Do not count funds in more than one category. C4 OTHER FEDERAL includes all federal funding except the subaward amount reported in C1.

C1. Subaward Amount:	\$0.00
C2. STATE/TERRITORY:	\$ 0.00
C3. Local:	\$ 0.00
C4. Other Federal:	\$ 0.00
C5. Other non-federal:	\$ 0.00

Total number of paid staff for all subgrantee victimization program and/or services(Count each staff member once. Both full and part time staff should be counted as one staff member. Do not prorate based on FTE.):

Number of staff hours funded through this VOCA award (plus match) for subgrantee's victimization programs and/or services (Total count of hours to be worked by all staff members supporting the work of this VOCA subaward plus match.):

Number of volunteer staff supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services (Count each volunteer once. Do not prorate based on FTE.)

Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services (Total count of hours to be worked by all volunteers supporting the work of this VOCA subaward plus match.)

EEOP Reporting

I, _____ [responsible official], certify that
_____ [recipient] has completed the EEO reporting tool certification
form at: https://ojp.gov/about/ocr/faq_eeop.htm on _____ [Date]

I further certify that:

_____ [recipient] will
comply with applicable federal civil rights laws that prohibit discrimination in employment and in the
delivery of services.

Signature: _____

Date: _____

Financial Reports
FY18 YEAR TO DATE SUMMARY
March 31, 2018

Appropriated Budget	YTD Expenses and Encumbrances	Available Balance	% of Budget Used
10,925,161	8,487,746	2,437,415	77.69%

Minus Annualized Expenditures

(155,203)	(155,203)	Leave at Termination
(1,643,982)	(1,643,982)	Health Insurance
(193,944)	(193,944)	Workers Compensation

ACTUALS

8,932,032	6,494,617	2,437,415	72.71%
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% Through FY	76.92%
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Administrative Services Division

Financial Reports

By Division - FY18 YEAR TO DATE SUMMARY

March 31, 2018

DEPARTMENT	% Through FY			Misc Recon	YEAR TO DATE EXPENSES	AVAILABLE BALANCE	% OF BUDGET USED	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
	MARCH EXPENSES (3 Pay Periods)	Encumbered EXPENSES	External Funding Recon & Journal Entries (Mar)						
Administration	1,111,503	143,228	(4,186)		826,426	285,077	74.35%	\$ 826,426	74.35%
Detectives-Gen/Narcotics	1,502,049	175,485	(18,747)		1,148,929	353,120	76.49%	\$ 1,148,929	76.49%
Detectives-Family Related	-	-	-		-	-	#DIV/0!	\$ -	#DIV/0!
Patrol	4,110,558	460,333	(1,055)		2,983,105	1,127,453	72.57%	\$ 2,983,105	72.57%
Personnel & Training	467,769	44,141	16		330,178	137,591	70.59%	\$ 330,178	70.59%
Communications Center	1,039,961	95,958	6,562		743,758	296,203	71.52%	\$ 743,758	71.52%
Information Sys.	203,142	17,602	7,279		121,400	81,742	59.76%	\$ 121,400	59.76%
Community Relations	3,927	2,296	-		11,026	(7,099)	280.78%	\$ 11,026	280.78%
Records	76,284	8,109	-		54,587	21,697	71.56%	\$ 54,587	71.56%
Crossing Guards	-	-	-		-	-	0.00%	\$ -	0.00%
Animal Control	22,124	2,467	-		17,261	4,863	78.02%	\$ 17,261	78.02%
Auxiliary	42,338	3,615	-		44,355	(2,017)	104.76%	\$ 44,355	104.76%
Canine	38,308	3,684	-		23,340	14,968	60.93%	\$ 23,340	60.93%
Emergency Response Team	36,013	10,589	-		24,051	11,962	66.78%	\$ 24,051	66.78%
Accident Team	-	-	-		-	-	0.00%	\$ -	0.00%
Field Training Officer	24,472	-	-		6,900	17,572	28.20%	\$ 6,900	28.20%
Explorer	1,309	-	-		-	1,309	0.00%	\$ -	0.00%
Fleet Maintenance	140,993	8,848	-		73,190	67,803	51.91%	\$ 73,190	51.91%
Major Benefits	2,104,411	10,324	(487)		2,079,239	25,172	98.80%	\$ (1,993,129)	4.09%
Anticipated Exp/Extrnl Fndng	-	-	-		-	-	#DIV/0!	\$ -	#DIV/0!
TOTALS	10,925,161	986,680	(24,475)		8,487,746	2,437,415	77.69%	\$ (1,993,129)	72.71%

Annualized Exp.

Leave at Term (155,203)
 Health Insurance (1,643,982)
 Workers Compensation (193,944)
 (1,993,129)

Adjusted Budget Totals w/o Annualized Exp. 8,932,032

6,494,617 2,437,415 72.71%



Administrative Services Division

Financial Reports

By Line Item -FY18 YEAR TO DATE SUMMARY

March 31, 2018

Account	Title	% Through FY		MARCH 76.92%	Encumbered	Misc Recon	Year to Date		Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		Budget	EXPENSES (3 pay periods)				EXPENSES	External Funding Recon & Journal Entries (Mar)					
011001	Regular Salaries	\$ 1,250,007	\$ 135,622	\$ -	\$ -	\$ -	\$ 897,822	\$ 352,185	71.83%	0	897,822	71.83%	
011041	Salaries Uniform Personnel	\$ 4,100,871	\$ 478,458	\$ -	\$ (14,284)	\$ -	\$ 2,998,164	\$ 1,102,707	73.11%	0	2,998,164	73.11%	
011061	Insurance Reimbursement	\$ 14,000	\$ 3,000	\$ -	\$ -	\$ -	\$ 11,000	\$ 3,000	78.57%	0	11,000	78.57%	
011063	Shift Differential	\$ 38,860	\$ 2,101	\$ -	\$ -	\$ -	\$ 18,882	\$ 19,978	48.59%	0	18,882	48.59%	
012001	Part Time Salaries	\$ 120,856	\$ 10,570	\$ -	\$ -	\$ -	\$ 105,379	\$ 15,477	87.19%	0	105,379	87.19%	
012041	Commissioner Stipend	\$ 3,600	\$ 300	\$ -	\$ -	\$ -	\$ 2,600	\$ 1,000	72.22%	0	2,600	72.22%	
014041	Overtime	\$ 457,834	\$ 61,427	\$ -	\$ (2,740)	\$ -	\$ 405,409	\$ 52,425	88.55%	0	405,409	88.55%	
014042	O/T Education	\$ 63,731	\$ 5,155	\$ -	\$ -	\$ -	\$ 62,611	\$ 1,120	98.24%	0	62,611	98.24%	
014055	Reimbursable O/T	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
014067	O/T Background Investigation	\$ 10,508	\$ 147	\$ -	\$ -	\$ -	\$ 5,912	\$ 4,596	56.26%	0	5,912	56.26%	
015001	Longevity	\$ 37,920	\$ -	\$ -	\$ -	\$ -	\$ 38,976	\$ (1,056)	102.78%	0	38,976	102.78%	
016001	Leave At Termination	\$ 155,203	\$ -	\$ -	\$ -	\$ -	\$ 155,203	\$ -	100.00%	(155,203)	0	0.00%	
017001	Holiday Premium Pay	\$ 176,873	\$ 23,172	\$ -	\$ (865)	\$ -	\$ 157,484	\$ 19,389	89.04%	0	157,484	89.04%	
018030	Eval. Stipend	\$ 35,400	\$ -	\$ -	\$ (600)	\$ -	\$ 30,150	\$ 5,250	85.17%	0	30,150	85.17%	
018032	Training Stipend	\$ 1,148	\$ -	\$ -	\$ -	\$ -	\$ 1,951	\$ (803)	169.93%	0	1,951	169.93%	
018034	Education Stipend	\$ 59,619	\$ 178	\$ -	\$ -	\$ -	\$ 29,414	\$ 30,205	49.34%	0	29,414	49.34%	
018041	Court Witness Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0	0	#DIV/0!	
018042	Special Detail	\$ 55,289	\$ 2,168	\$ -	\$ -	\$ -	\$ 31,479	\$ 23,810	56.94%	0	31,479	56.94%	
019002	Anticipated Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
021001	Insurance-Health	\$ 1,643,982	\$ -	\$ -	\$ -	\$ -	\$ 1,643,982	\$ -	100.00%	(1,643,982)	0	0.00%	
021101	Insurance-Dental	\$ 90,520	\$ 7,232	\$ -	\$ (457)	\$ -	\$ 70,953	\$ 19,567	78.38%	0	70,953	78.38%	



Administrative Services Division

Financial Reports

By Line Item -FY18 YEAR TO DATE SUMMARY March 31, 2018

Account	Title	% Through FY		MARCH		Misc Recon	External Funding Recon & Journal Entries (Mar)	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		Budget	EXPENSES (3 pay periods)	EXPENSES	76.92%								
021501	Insurance-Life	\$ 4,643	\$ 323	\$ -	\$ (27)		\$ 2,909	\$ 1,734	62.66%	0	2,909	62.66%	
021601	Insurance-Disability	\$ 1,952	\$ 150	\$ -	\$ -		\$ 1,146	\$ 806	58.72%	0	1,146	58.72%	
021602	Insurance-A&D	\$ 167	\$ 14	\$ -	\$ (2)		\$ 102	\$ 65	60.84%	0	102	60.84%	
021701	Insurance-LTD	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
022001	Social Security	\$ 94,990	\$ 9,901	\$ -	\$ -		\$ 61,214	\$ 33,776	64.44%	0	61,214	64.44%	
022501	Medicare	\$ 93,749	\$ 10,279	\$ -	\$ (260)		\$ 67,696	\$ 26,053	72.21%	0	67,696	72.21%	
023001	Retirement	\$ 157,328	\$ 17,256	\$ -	\$ -		\$ 114,492	\$ 42,836	72.77%	0	114,492	72.77%	
023002	Retirement-Officers	\$ 1,457,540	\$ 164,983	\$ -	\$ (5,240)		\$ 1,080,438	\$ 377,102	74.13%	0	1,080,438	74.13%	
025001	Unemployment Compensation	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
026002	Insurance-Workers Comp	\$ 193,944	\$ -	\$ -	\$ -		\$ 193,944	\$ -	100.00%	(193,944)	0	0.00%	
033001	Prof Services-Temp	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
034101	Pagers	\$ 512	\$ -	\$ -	\$ -		\$ -	\$ 512	0.00%	0	0	0.00%	
034103	Telephone	\$ 26,575	\$ 2,402	\$ -	\$ -		\$ 17,732	\$ 8,843	66.72%	0	17,732	66.72%	
034104	Cellular Phones	\$ 23,397	\$ 1,992	\$ -	\$ -		\$ 17,338	\$ 6,059	74.10%	0	17,338	74.10%	
034203	Computer/Software Maint.	\$ 122,379	\$ 21,109	\$ -	\$ -		\$ 44,353	\$ 78,026	36.24%	0	44,353	36.24%	
035003	Blood Alcohol Tests	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
039001	Professional Services	\$ 28,419	\$ 4,105	\$ 6,400	\$ -		\$ 23,694	\$ 4,725	83.37%	0	23,694	83.37%	
039009	Prof/Serv.-Hiring	\$ 8,233	\$ 868	\$ -	\$ -		\$ 6,553	\$ 1,680	79.59%	0	6,553	79.59%	
039070	Professional Services	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
043010	Repairs-Vehicle by Outside	\$ 59,672	\$ 3,031	\$ -	\$ -		\$ 20,382	\$ 39,290	34.16%	0	20,382	34.16%	
043012	Repairs-Communication	\$ 1,810	\$ 205	\$ -	\$ -		\$ 1,615	\$ 195	89.25%	0	1,615	89.25%	



Administrative Services Division

Financial Reports

By Line Item -FY18 YEAR TO DATE SUMMARY March 31, 2018

Account	Title	% Through FY		MARCH 76.92%		Misc Recon	Encumbered		Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		Budget	EXPENSES (3 pay periods)	EXPENSES	External Funding Recon & Journal Entries (Mar)									
043018	Repairs-Equipment	\$ 8,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,333	\$ 5,946	\$ 28.18%	0	2,333	28.18%	
043024	Repairs-Vehicle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
044002	Rental Other Equipment	\$ 10,542	\$ 2,093	\$ -	\$ -	\$ -	\$ -	\$ 6,955	\$ 3,587	65.98%	0	6,955	65.98%	
048002	Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
053001	Advertising	\$ 2,867	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,373	\$ 1,494	47.88%	0	1,373	47.88%	
054050	Training-Education	\$ 52,920	\$ 7,504	\$ -	\$ -	\$ -	\$ -	\$ 36,347	\$ 16,573	68.68%	0	36,347	68.68%	
055050	Printing	\$ 5,654	\$ 1,318	\$ -	\$ -	\$ -	\$ -	\$ 3,220	\$ 2,434	56.95%	0	3,220	56.95%	
056001	Dues Professional Organization	\$ 19,966	\$ 5,158	\$ -	\$ -	\$ -	\$ -	\$ 8,888	\$ 11,078	44.52%	0	8,888	44.52%	
057101	Travel and Conference	\$ 20,549	\$ 2,358	\$ -	\$ -	\$ -	\$ -	\$ 16,891	\$ 3,658	82.20%	0	16,891	82.20%	
057103	Court Mileage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (136)	\$ 136	#DIV/0!	0	(136)	#DIV/0!	
061002	Miscellaneous Supplies	\$ 18,859	\$ 2,647	\$ -	\$ -	\$ -	\$ -	\$ 17,063	\$ 1,796	90.48%	0	17,063	90.48%	
061003	Meeting Supplies	\$ 1,309	\$ 57	\$ -	\$ -	\$ -	\$ -	\$ 1,473	\$ (164)	112.53%	0	1,473	112.53%	
062001	Office Supplies	\$ 8,768	\$ 688	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ 5,768	34.22%	0	3,000	34.22%	
062004	Photo Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
062005	Printing Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
062006	Motorola Portable Batteries	\$ 3,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,800	0.00%	0	0	0.00%	
062007	Computer/Printer Supplies	\$ 13,366	\$ 197	\$ -	\$ -	\$ -	\$ -	\$ 6,047	\$ 7,319	45.24%	0	6,047	45.24%	
062010	Copying Supplies	\$ 2,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202	\$ 2,141	8.62%	0	202	8.62%	
062501	Postage	\$ 6,160	\$ 2,040	\$ -	\$ -	\$ -	\$ -	\$ 4,690	\$ 1,470	76.14%	0	4,690	76.14%	
063001	Tires and Batteries	\$ 9,006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 268	\$ 8,738	2.98%	0	268	2.98%	
063501	Gasoline	\$ 54,208	\$ 5,499	\$ -	\$ -	\$ -	\$ -	\$ 44,839	\$ 9,369	82.72%	0	44,839	82.72%	



Administrative Services Division

Financial Reports

By Line Item - FY18 YEAR TO DATE SUMMARY March 31, 2018

Account	Title	% Through FY		MARCH		Encumbered	Misc Recon	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		Budget	EXPENSES (3 pay periods)	EXPENSES	External Funding Recon & Journal Entries (Mar)								
066001	Vehicle Repairs	\$ 4,216	\$ 318	\$ -	\$ -	\$ -	\$ -	\$ 2,695	\$ 1,521	63.91%	0	2,695	63.91%
066002	Vehicle Outfit	\$ 13,891	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,589	\$ 8,302	40.23%	0	5,589	40.23%
067001	Books and Periodicals	\$ 9,648	\$ 133	\$ -	\$ -	\$ -	\$ -	\$ 4,393	\$ 5,255	45.54%	0	4,393	45.54%
068001	Clothing Allowance	\$ 60,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,609	\$ 5,929	90.21%	0	54,609	90.21%
068002	Clothing	\$ 13,804	\$ 343	\$ 1,049	\$ -	\$ -	\$ -	\$ 7,231	\$ 6,573	52.39%	0	7,231	52.39%
069004	Chief's Expense	\$ 2,343	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ 488	\$ 1,855	20.82%	0	488	20.82%
072006	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 758	\$ (758)	#DIV/0!	0	758	#DIV/0!
074001	Equipment	\$ 62,747	\$ 0	\$ 4,159	\$ -	\$ -	\$ -	\$ 13,025	\$ 49,722	20.76%	0	13,025	20.76%
074003	Software	\$ 1,196	\$ -	\$ 879	\$ -	\$ -	\$ -	\$ 879	\$ 317	73.49%	0	879	73.49%
075001	Furniture and Fixtures	\$ 6,651	\$ 106	\$ 8,167	\$ -	\$ -	\$ -	\$ 13,646	\$ (6,995)	205.17%	0	13,646	205.17%
076002	Vehicles Police	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
078001	Miscellaneous Costs (External)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
081031	FEMA Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
091005	Transfer from Parking	\$ (80,000)	\$ (6,667)	\$ -	\$ -	\$ -	\$ -	\$ (60,000)	\$ (20,000)	75.00%	0	(60,000)	75.00%
091006	Transfer from School	\$ -	\$ (3,333)	\$ -	\$ -	\$ -	\$ -	\$ (30,000)	\$ 30,000	#DIV/0!	0	(30,000)	#DIV/0!
TOTAL		\$ 10,925,161	\$ 986,680	\$ 20,653	\$ (24,475)	\$ 8,487,746	\$ 2,437,415	\$ 77.69%	(1,993,129)	6,494,617	72.71%		

Annualized Exp.

Leave at Term	\$ (155,203)	\$ (155,203)
Health Insurance	\$ (1,643,982)	\$ (1,643,982)
Workers Compensation	\$ (193,944)	\$ (193,944)
	\$ (1,993,129)	\$ (1,993,129)



Administrative Services Division

Financial Reports

By Line Item -FY18 YEAR TO DATE SUMMARY March 31, 2018

Account	Title	% Through FY	MARCH	Encumbered	Misc Recon	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
			76.92%		External Funding Recon & Journal Entries (Mar)						
		Budget	EXPENSES (3 pay periods)	EXPENSES							

Adjusted Budget Totals w/o Annualized Exp. \$ 8,932,032 \$ 6,494,617 \$ 2,437,415 72.71%

****IN THE INTEREST OF PERSONAL AND BUSINESS I.D. SECURITY, WE NO LONGER PHOTOCOPY PERSONAL AND BUSINESS CHECKS TO SHOW GRANTS, DONATIONS, ETC. RECEIVED BY THE DEPARTMENT.**

1. DONATIONS:

- a. A DONATION IN THE AMOUNT OF \$800 FROM THE FRIENDS OF THE SOUTH END IN SUPPORT OF THE POLICE EXPLORER CADETS.

PATROL DIVISION REPORT

Crime Comparison Report For the period ending 02/28/2018

Group A Crimes Against Persons

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Forcible Rape	2018	3	1											4
	2017		1											1
	Pct	n/a	0%											+300%
Forcible Fondling	2018													
	2017		1											1
	Pct		n/a											n/a
Aggravated Assault	2018	2												2
	2017	1	1											2
	Pct	+100%	n/a											0%
Simple Assault	2018	14	11											25
	2017	13	12											25
	Pct	+8%	-8%											0%
Intimidation	2018	11	7											18
	2017	10	14											24
	Pct	+10%	-50%											-25%
Total Crimes Against Persons	2018	30	19											49
	2017	24	29											53
	Pct	+25%	-34%											-8%

Filters/Options Applied

Date Used	Report Date used
Time Period	

Crime Comparison Report For the period ending 02/28/2018

Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Robbery	2018													
	2017	2												2
	Pct	n/a												n/a
Burglary/ Breaking and Entering	2018		2											2
	2017	1												1
	Pct	n/a	n/a											+100%
Larceny (shoplifting)	2018	12	9											21
	2017	5	1											6
	Pct	+140%	+800%											+250%
Larceny (from building)	2018	9	6											15
	2017	8	3											11
	Pct	+13%	+100%											+36%
Larceny (from motor vehicles)	2018	3	3											6
	2017	1	5											6
	Pct	+200%	-40%											0%
Larceny (of motor vehicle parts)	2018		2											2
	2017	1												1
	Pct	n/a	n/a											+100%
Larceny (all other)	2018	6	11											17
	2017	5	3											8
	Pct	+20%	+267%											+113%
Motor Vehicle Theft	2018		5											5
	2017													
	Pct		n/a											n/a
Counterfeit/ Forgery	2018	4												4
	2017	2	2											4
	Pct	+100%	n/a											0%
Fraud (false pretense;swindle)	2018	7	2											9
	2017	3	6											9
	Pct	+133%	-67%											0%
Fraud (credit/debit card;ATM)	2018	2	3											5
	2017	3	1											4
	Pct	-33%	+200%											+25%
Fraud (impersonation)	2018	5	3											8
	2017	2	1											3
	Pct	+150%	+200%											+167%

Filters/Options Applied

Date Used	Report Date used
Time Period	

Crime Comparison Report For the period ending 02/28/2018

Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Embezzlement	2018		1											1
	2017													
	Pct		n/a											n/a
Stolen Property	2018	2	1											3
	2017													
	Pct	n/a	n/a											n/a
Destruction of Property/Vandalism	2018	10	9											19
	2017	13	15											28
	Pct	-23%	-40%											-32%
Total Crimes Against Property	2018	60	57											117
	2017	46	37											83
	Pct	+30%	+54%											+41%

Filters/Options Applied

Date Used Report Date used

Time Period

Crime Comparison Report For the period ending 02/28/2018

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	22	15											37
	2017	20	21											41
	Pct	+10%	-29%											-10%
Pornography/Obscene Material	2018		1											1
	2017	1	1											2
	Pct	n/a	0%											-50%
Prostitution	2018	1												1
	2017		1											1
	Pct	n/a	n/a											0%
Weapon Law Violations	2018		1											1
	2017													
	Pct		n/a											n/a
Total Crimes Against Society	2018	23	17											40
	2017	21	23											44
	Pct	+10%	-26%											-9%

Filters/Options Applied

Date Used Report Date used

Time Period

Crime Comparison Report For the period ending 02/28/2018

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
	2017	1	3											4
	Pct	n/a	-33%											-50%
Disorderly Conduct	2018	1	6											7
	2017	3	3											6
	Pct	-67%	+100%											+17%
Driving under Influence	2018	5	4											9
	2017	6	5											11
	Pct	-17%	-20%											-18%
Drunkenness	2018	10	11											21
	2017	12	10											22
	Pct	-17%	+10%											-5%
Family Non Violent Offenses	2018	1												1
	2017													
	Pct	n/a												n/a
Liquor Law Violations	2018	4	2											6
	2017	2	3											5
	Pct	+100%	-33%											+20%
Runaways (under 18yr old)	2018		1											1
	2017	2												2
	Pct	n/a	n/a											-50%
Trespass of Real Property	2018	6	1											7
	2017	2	3											5
	Pct	+200%	-67%											+40%
All Other Offenses	2018	29	23											52
	2017	29	17											46
	Pct	0%	+35%											+13%
Total Group B Crimes	2018	56	50											106
	2017	57	44											101
	Pct	-2%	+14%											+5%

Filters/Options Applied

Date Used Report Date used

Time Period