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**CITY COUNCIL MEETING**

**AGENDA ITEM III**



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*City Council Meeting 3 October 2016*

**From:** Chief David Goldstein, City of Franklin Police Chief

**Subject:** City Council to consider the approval of Resolution # 04-17, increasing revenue and expenditure accounts based on the awarding of a grant from the New Hampshire Department of Safety, Office of Highway Safety for the Franklin Police Department in the amount of \$28,800.00.

**Recommended motions:**

**October 3, 2016**

Councilor moves: *“I move that the Franklin City Council schedule a public hearing on Resolution #04-17, on Monday 7 November 2016 at 6:05 pm in Council Chambers, Franklin City Hall regarding accepting the Law Enforcement Opioid Abuse Reduction Initiative grant in the amount of Twenty Eight Thousand Eight Hundred Dollars, approving the Memorandum of Agreement with Tilton Police Department and appropriating Franklin’s portion of the grant in the amount of Fourteen Thousand Four Hundred Dollars.*

Mayor calls for a second, discussion and the vote.

**November 7, 2016**

Councilor moves: *“I move that the Franklin City Council adopt Resolution #04-17 accepting the Law Enforcement Opioid Abuse Reduction Initiative grant in the amount of Twenty Eight Thousand Eight Hundred Dollars, approving the Memorandum of Agreement with Tilton Police Department and appropriating Franklin’s portion of the grant in the amount of Fourteen Thousand Four Hundred Dollars.*

Mayor calls for a second, discussion and the vote.

**Discussion:**

The Franklin Police Department has been awarded a grant from the New Hampshire Department of Safety, Division of State Police, for the purpose of investigating and apprehending individuals or organizations that are involved in opioid related drug use and trafficking in the amount of \$28,800.00.

**Fiscal Impact:**

The grant does not have a match. There is no monetary impact to the city of Franklin. The execution of the grant is expected to be split about 50/50 with the Tilton Police Department.

Tilton PD will bill the State and be reimbursed directly; therefore, only half of the grant is being appropriated in the City's budget.

**Alternatives:**

The City of Franklin declines to approve the grant from the New Hampshire Department of Safety, Division of State Police (Operation Granite Hammer).

**Attachments:**

Grant Award  
Grant Agreement  
Memorandum of Agreement  
Resolution 04-17

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# GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety Division of State Police		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> City of Franklin Police Department		<b>1.4. Grantee Address</b> 5 Hancock Terrace, Franklin, NH 03235	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> 6/30/2017	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$28,800.00
<b>1.9. Grant Officer for State Agency</b> Pamela Urban-Morin		<b>1.10. State Agency Telephone Number</b> (603) 271-7663	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
<b>1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.</b>			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b>			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14. State Agency Signature(s)</b>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Steven Lavoie, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b>			
By: _____		Assistant Attorney General, On: _____ / _____ / _____	
<b>1.17. Approval by Governor and Council</b>			
By: _____		On: _____ / _____ / _____	

**2. SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:66, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

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

Date \_\_\_\_\_

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "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 1.6 (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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory 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 \$2,000,000 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 Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

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

Date \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. The Department of Safety, Division of State Police (hereinafter referred to as “the State”) is awarding the City of Franklin Police Department (hereinafter referred to as “the Grantee”) \$28,800.00 for the purpose of investigating and apprehending individuals or organizations that are involved in opioid related drug use and trafficking.
2. “The Grantee” agrees that the project grant period ends June 30, 2017 and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted on form DSAD 69 must be submitted to the Department of Safety, Grants Management Unit, prior to June 15, 2017.
3. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Grantee”, is responsible for the overall direction and assignment of all grant funded activities. Some activities may be assigned to Town of Tilton Police Department (hereinafter referred to as “the Municipality”). When assigned grant funded activities by “the Grantee”, “the Municipality” is eligible for reimbursement directly from “the State” in accordance with the MOA(s) in Exhibit D, pending the submission of appropriate documentation, and approval from “the Grantee”.
5. The grant application as submitted by “the Grantee” is hereby fully incorporated into this grant agreement.

**EXHIBIT B**  
**GRANT AMOUNT AND METHOD OF PAYMENT**

1. Grant Amount: \$28,800
2. Payment Schedule
  - a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to \$28,800.00.
  - b. "The State" shall reimburse up to \$28,800.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e: copies of payroll documentation and proof of payment) submitted with form DSAD 69.
  - c. "The Grantee" is responsible for the overall direction and assignment of all 2017 Law Enforcement Opioid Abuse Reduction Initiative (OARI) grant funded activities. When "the Municipality" is assigned grant funded activities by "the Grantee", "the State" will reimburse "the Municipality" directly upon receiving appropriate documentation of expended funds and approval from "the Grantee". Payments made directly to "the Municipality" will be considered payments made to "the Grantee" for the purposes of this grant agreement.



**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. Grant expenses must be incurred and paid prior to June 30, 2017. All grant reimbursement requests must be submitted prior to June 15, 2017 using form DSAD 69 to allow payment prior to June 30, 2017. Only expenses approved as outlined in Exhibit A and outlined in Saf-C 2904.02 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 2908 Administrative Requirements.

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2. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date per Saf-C 2909.01 Recordkeeping.

**EXHIBIT D**

**Memorandum of Agreement (MOA)**

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**CITY OF FRANKLIN, NEW HAMPSHIRE**  
*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax: (603) 934-7413  
cityhall@franklinnh.org

**RESOLUTION #04-17**

**A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2017.**

**In the year of our Lord, Two Thousand Sixteen,**

**WHEREAS**, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2017 which began July 1, 2016, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands the Police Department sought and received a 100% federal non matching grant from the Office of Highway Safety called the Law Enforcement Opioid Abuse Reduction Initiative Grant totaling \$28,800 for the purpose of investigating and apprehending individuals or organizations involved in opioid related drug use and trafficking, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that the grant requirements will be fulfilled in a joint effort by both Franklin and Tilton police departments and that each department will bill and receive grant funds directly according the grant memorandum of agreement, and;

**WHEREAS**, the City Council of the City of Franklin, New Hampshire understands that Franklin police department is expected to receive approximately half of the grant funding totaling \$14,400 and wishes to appropriate this funding, Now,

**THEREFORE BE IT RESOLVED** that at the scheduled meeting of the City Council on Monday, November 7, 2016 the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 04-17 accepting the Law Enforcement Opioid Abuse Reduction Initiative grant from the Office of Highway Safety in the amount of \$28,800, approving the memorandum of agreement with the Tilton Police Department, authorizing the City Manager to execute all necessary paperwork **and authorizing an increase in FY2017 revenues:**

Grant Revenue - Police Acct. No. 01-2-103-33111-000 – Fourteen Thousand Four Hundred Dollars (\$14,400),

**And an increase in FY2017 expenditure accounts,**

Overtime Wages – Investigations Acct. No. 01-2-102-40140-000 – Eleven Thousand Two Hundred Sixty Five Dollars (\$11,265),

Medicare – Investigations Acct No. 01-2-102-40225-000 – One Hundred Sixty Three Dollars (\$163),

**Page 2 of 2**

New Hampshire Retirement – Investigations Acct No. 01-2-102-40230-000 – Two Thousand Nine Hundred Seventy Two Dollars (\$2,972),

By a roll call vote.

**Roll Call:**

<b>Councilor Clarenbach</b> _____	<b>Councilor Dzujna</b> _____	<b>Councilor Barton</b> _____
<b>Councilor Starkweather</b> _____	<b>Councilor Wells</b> _____	<b>Councilor Boyd</b> _____
<b>Councilor Desrochers</b> _____	<b>Councilor Giunta</b> _____	<b>Councilor Zink</b> _____

**Approved:** \_\_\_\_\_  
Mayor

**Passed:** \_\_\_\_\_

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification and that Katie A. Gargano is the City Clerk for the City of Franklin, Franklin, New Hampshire.

**A true copy, attested:** \_\_\_\_\_  
City Clerk

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

**CITY OF FRANKLIN  
NOTICE OF PUBLIC HEARING & MEETING**

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, November 7, 2016 at 6:05 p.m. in the Council Chambers, Franklin City Hall regarding Resolution #04-17, accepting the Law Enforcement Opioid Abuse Reduction Initiative grant in the amount of Twenty Eight Thousand Eight Hundred Dollars, approving the Memorandum of Agreement with Tilton Police Department and appropriating Franklin's portion of the grant in the amount of Fourteen Thousand Four Hundred Dollars.**

**Provisions for persons with special needs can be made by contacting the City Manager's office, via telephone or mail at least five days prior to the public hearing.**

**City of Franklin  
316 Central Street  
Franklin, NH 03235  
(603) 934-3900**