



State of New Hampshire

DEPARTMENT OF SAFETY
 OFFICE OF THE COMMISSIONER
 33 HAZEN DR. CONCORD, NH 03305
 603/271-2791

JOHN J. BARTHELMES
 COMMISSIONER

October 22, 2018

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

Requested Action

Authorize the Department of Safety, Division of State Police, to accept and expend \$25,900.00 of pass-through funds from the Institute for Intergovernmental Research (IIR) for the purpose of providing search capabilities with the Regional Information Sharing Systems (RIIS) Criminal Intelligence Database (RISSIntel) on the RISS Secure Cloud (RISSNET). Effective upon Governor and Council approval through June 30, 2019. Funding Source: 100% Agency Income.

Funds are to be budgeted in the following account:

02-23-234010- 38940000 Dept. of Safety – Division of State Police – SP Agency Inc Grants

<u>Class</u>	<u>Description</u>	<u>Current Appropriations</u>	<u>Requested Action</u>	<u>Total Appropriation</u>
009-407085	Agency Income	\$ (200,000.00)	\$ (25,900.00)	\$ (225,900.00)
020-500200	Current Expense	7,500.00	0.00	7,500.00
030-500320	Equipment	192,500.00	0.00	192,500.00
038-500175	Technology Software	0.00	25,900.00	25,900.00
	Total	\$ 200,000.00	\$ 25,900.00	\$ 225,900.00

Explanation

The Regional Information Sharing Systems (RISS) connection project will connect the State of New Hampshire's intelligence software, LINX, to a national intelligence sharing system. RISS is comprised of vetted members of law enforcement who exchange vetted intelligence via an overarching software connection. The information released to partnering agencies is restricted at the discretion of the submitting agency.

The State of New Hampshire is the only New England state not connected to the RISS network. All requests for information by other RISS participants are currently made via telephone, fax or email to the New Hampshire Information and Analysis Center (NHIAC). Once a request is received, NHIAC analysts conduct research and return information to the requesting agency. Connecting the LINX system to the RISSIntel platform will allow vetted members of the RISS network to conduct queries to confirm whether certain information exists within the LINX system. If the search is positive, the user will reach out to NHIAC staff to request a full report. If the search is negative, no further inquiry will be made to the NHIAC, eliminating hours of existing research by NHIAC analysts. Access to LINX information will also be available during non-business hours, reducing after-hour inquiries and related overtime. Intelligence systems are only as effective as their contributing partners. NHIAC currently benefits from direct access to the intelligence data from the other New England states. Implementing this connection provides these partners with the same benefit.


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Funds are to be budgeted as follows:

Class 038 funds, Technology Software, are needed to purchase the Memex Connect software.

In the event that federal pass-through funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

Fiscal Situation
SP Agency Inc Grants
Account 02-23-23-234010-38940000

SFY 2018 - Highway Truck Weight Safety Program - 4/11/2018-6/30/2018	\$100,000.00
SFY 2019 - Highway Truck Weight Safety Program - 4/11/2018-6/30/2019	\$100,000.00
IIR Agreement - 10/31/2018 - 4/30/2019	\$25,900.00
Total Grant Funds Awarded	<u>\$225,900.00</u>
Less SFY 2018 expenses on SFY 2018 Grants	\$0.00
Less SFY 2018 expenses on SFY 2019 Grants	\$0.00
Total	<u>\$0.00</u>
Net Grant Funds Remaining as of July 1, 2018 (SFY 2019)	\$225,900.00
Less SFY 2019 Appropriation including prior year encumbrances 02-23-23-234010-38940000	(\$200,000.00)
Excess grant funds available to appropriate	<u>\$25,900.00</u>
This Request	\$25,900.00

Contractual Agreement
between
New Hampshire Information and Analysis Center
and the
Institute for Intergovernmental Research
for
Professional Services

This Contractual Agreement (*Agreement*) is entered into as of the ____ day of October, 2018, subject to the approval of the Governor and Executive Council of the State of New Hampshire, by and between the Institute for Intergovernmental Research (*IIR*), on behalf of the Regional Information Sharing Systems (*RISS*) Technology Support Center (*RTSC*) and the New Hampshire Information and Analysis Center (*Contractor*), as technical assistance support for the implementation of technical systems for the purpose of providing search capabilities with the *RISS* Criminal Intelligence Database (*RISSIntel*) on the *RISS* Secure Cloud (*RISSNET*). *Contractor's* operations are referred to herein as the fusion center. The following terms and conditions shall govern this *Agreement*:

- a. This *Agreement* is binding upon both parties hereto for a period defined from October 31, 2018, to April 30, 2019. Either party may withdraw after ten days following delivery to the other party of written notice of withdrawal or as may be stipulated in any written agreement executed under these terms and conditions.
- b. *IIR* appoints the following representatives:
 - Julie Humphrey and Carl Nelson as technical project contacts.
 - Michelle Nickens and Mary Dodd as administrative contacts.
- c. *Contractor* agrees to implement a tested and fully functional data exchange capability of the fusion center's system and *RISSIntel* that allows authorized *RISSNET* users to search subject (person) information on the fusion center's system from *RISSIntel* and will also allow users of the fusion center's system to search subject (person) information on *RISSIntel*. The term "fully functional" means that searches performed from *RISSIntel* against the fusion center intelligence system will return results based on the criteria in the search.
- d. *Contractor* certifies that *Contractor's* procurement process was utilized for the selection of SAS Institute, Inc. (*SAS*), to provide the goods and services necessary to implement the data exchange capabilities and that the procurement of these services complies with the rules, restrictions, and requirements of *Contractor*.

- e. *Contractor* will provide *IIR* with a copy of the signed contracts with SAS for the Memex Connect software and for the services necessary to implement the capability described above.
- f. *IIR* agrees to pay *Contractor* for the Memex Connect software in an amount not to exceed \$16,700 within 30 days of receipt of the signed contract. If the Memex Connect software is not purchased by *Contractor*, these funds will be refunded to *IIR*.
- g. *IIR* agrees to pay *Contractor* for the SAS services to implement the capability in an amount not to exceed \$9,200 (\$200/hour). *Contractor* will forward the SAS invoice to *IIR* upon project completion. *IIR* will pay *Contractor* after receiving the following:
 - An invoice.
 - Confirmation by *Contractor* that the capability is fully functional.
 - Final report on the project from *Contractor* to include a summary of the project and key milestones completed during the project.
 - *RTSC*'s confirmation of project completion.
- h. *Contractor* must provide the invoice to *IIR* within 30 days of project completion. Invoices submitted after 30 days may not be paid, due to requirements associated with federal funding availability.
- i. *Contractor* will be the owner of equipment and software customizations acquired with funds from this *Agreement* and is solely responsible to provide for any and all insurance, maintenance, repair, inventorying, and other requirements related to the purchased software and its use, as appropriate.
- j. All financial transactions conducted under this *Agreement* will be in compliance with applicable federal Office of Management and Budget (OMB) circulars and federal financial guidelines, rules, and regulations.
- k. During the period of this *Agreement*, *IIR/RISS/RTSC* may disclose confidential material to *Contractor* to enable agreed-upon services to be performed. *Contractor* will treat and obligate assigned employees, agents, and consultants/vendors to treat such material as confidential and will not disclose such information or work products to any other person, organization, or corporation. *Contractor* will obtain a signed confidentiality agreement from each consultant/vendor utilized in this project who/that may have access to the confidential information provided by *IIR/RISS/RTSC*.
- l. *Contractor* agrees that as an independent contractor, *Contractor* controls the manner and means of work and that there will be no *IIR* employee benefits accruing to the benefit of *Contractor*. *Contractor* shall be solely responsible to *Contractor*'s

employees for claims, injuries, disabilities or other expenses resulting from *Contractor's* failure to provide benefits for *Contractor's* employees.

- m. This *Agreement* is governed by and shall be construed in accordance with the substantive laws of the United States and the state of New Hampshire, without regard to principles of conflicts of law. The parties irrevocably consent to nonexclusive personal jurisdiction in any court of competent jurisdiction located in New Hampshire, with respect to any action arising out of or pertaining to this *Agreement*.
- n. In any dispute arising from the terms of this *Agreement*, both parties agree that the prevailing party shall recover reasonable attorney fees plus all other reasonable expenses incurred in exercising its rights and remedies.
- o. If any term, covenant, condition, or provision of this *Agreement* is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.

Accepted: 

NH Information and Analysis Center Date

Accepted:

10-24-18

 10/23/18

Gina Hartsfield, President & CEO Date
Institute for Intergovernmental Research
(On Behalf of RISS/RTSC)


Printed Name and Title



Steven R. Lavoie
Director of Administration

10/29/18
Date

MEMORANDUM OF AGREEMENT BETWEEN
NEW HAMPSHIRE DEPARTMENT OF SAFETY AND
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

This Memorandum of Agreement (MOA) is entered into by the New Hampshire Department of Safety, hereinafter referred to as NHDOS and the New Hampshire Department of Transportation, hereinafter referred to as NHDOT.

SECTION 1: PURPOSE

The purpose of this MOA is to identify all of the roles and responsibilities of NHDOS and NHDOT as they relate to the administration of the Highway Truck Weight Safety Program (HTWSP) funded by Federal Highway Administration (FHWA) through NHDOT to NHDOS.

SECTION 2: PROGRAM BACKGROUND

The Highway Truck Weight Safety Program (HTWSP) has been authorized in the 2017-2026 NHDOT Ten Year Transportation Improvement Plan (TYP) utilizing FHWA funds authorized under the Fixing America's Surface Transportation (FAST) Act of 2015. The HTWSP is designed to provide truck weight safety inspection and maintenance on New Hampshire interstate highways and all tiers of the New Hampshire roadway network.

SECTION 3: PROGRAM ADMINISTRATION

NHDOS has been designated as the state agency responsible for administering the State of New Hampshire's Highway Truck Weight Safety Program as authorized by Title 23, United States Code (USC) Sections 127, 141 and 315 and Title 23, Code of Federal Regulations (CFR), Part 657.

NHDOT is the direct recipient of HTWSP funding from FHWA, and NHDOT passes this funding through to NHDOS as the sub-recipient of funds.

As the sub-recipient of Federal-aid funds for the State of New Hampshire's HTWSP through NHDOT, NHDOS is accountable to both NHDOT and the FHWA for the proper use of the Federal funds.

As a sub-recipient of funds, NHDOS shall use its HTWSP funds in accordance with all applicable Federal legislation and regulations. NHDOS shall also follow all NHDOT Local Public Agency (LPA) processes and requirements (see link below), which are also reviewed and approved by FHWA.

<https://www.nh.gov/dot/otp/projectdevelopment/planning/documents/LPAManual.pdf>

As the recipient of funds from FHWA, NHDOT shall be responsible to ensure proper compliance and oversight of the HTWSP funds by NHDOS. Therefore, all decisions regarding the use of HTWSP funds shall be made by NHDOS under the oversight of NHDOT. Any audit or Federal-aid review that determines non-participation of NHDOS expenditures will require that NHDOS be responsible for all pay back to FHWA through NHDOT.

SECTION 4: PROGRAM FUNDING

STIP/TIP

23 U.S.C. 134 and 135 requires FHWA-funded HTWSP projects to be included in the Statewide Transportation Improvement Program (STIP) and applicable Metropolitan Planning Organizations (MPOs) Transportation Improvement Plans (TIPs). NHDOS shall forward the approved annual Work Plan (how Federal funds will be used) for the HTWSP determined eligible for funding to NHDOT's Bureau of Transportation System, Management & Operations (TSMO) for incorporation into the STIP, and to applicable TIPs.

Unless the HTWSP project is determined to be regionally significant, it may be grouped and submitted as one line item to NHDOT for incorporation into the STIP, and to applicable MPOs for incorporation into their TIPs. If an HTWSP project is determined to be regionally significant by NHDOT and/or through the interagency consultation process, it must be listed individually within the STIP and any applicable TIP.

All modifications to the individual listing of projects or to the line item as listed in the STIP and appropriate TIPs shall be subject to Federal STIP requirements and subjected to the FHWA approved STIP Revision Procedures that are used to guide NHDOT STIP actions.

Obligation Limitation

The HTWSP is subject to the same annual obligation limitation as the remaining Federal-Aid Highway Program that NHDOT receives. Congress determines the annual obligation limitation through authorization legislation (FAST) or through annual appropriations acts. As specified in law, the FHWA allocates the annual obligation limitation to NHDOT.

NHDOT shall notify NHDOS, in writing, of the yearly apportionment when released by FHWA, as well as of any rescissions or adjustments to apportionment by FHWA. NHDOT, in consultation with NHDOS, shall determine the obligation limitation share that HTWSP funds shall receive for the upcoming Federal Fiscal Year so that NHDOS can plan for their program.

Funds Availability

Under 23 U.S.C. 118(b)(2), apportioned funds are available for obligation for four fiscal years: the current fiscal year plus three additional years. The funds are treated in a "first in, first out" manner; older year funds are obligated before newer year funds. Neither NHDOS nor NHDOT is required to fully use the HTWSP funds made available through Congress and FHWA if sufficient progress has not been made on existing funded projects.

Award Amount

NHDOT will provide funding in the amount of \$100,000 in state fiscal year 2018, and \$100,000 in state fiscal year 2019 to NHDOS to support the administration of the State of New Hampshire's Highway Truck Weight Safety Program as authorized by Title 23, United States Code (USC) Sections 127, 141 and 315 and Title 23, Code of Federal Regulations (CFR), Part 657.

Reimbursements

Upon approval of this MOA, NHDOT shall reimburse up to \$100,000 in state fiscal year 2018 and \$100,000 in state fiscal year 2019 to NHDOS upon receiving appropriate documentation of expended funds from NHDOS. Supporting documentation shall include appropriate proof of cost and proof of payment (e.g., purchase orders, receipts, sign-in sheets, etc).

SECTION 5: AGENCY RESPONSIBILITIES UNDER THIS MOA

1. NHDOS shall manage the HTWSP in accordance with all applicable FHWA rules and regulations governing the use of FHWA funding, as well as in accordance with LPA requirements outlined under the most recent NHDOT LPA Manual sections 6-12 and sections 28-30. NHDOS will be responsible for:
 - i. Develop program guidance that reflects the Federal HTWSP guidance and is approved by FHWA – NH Division. An approved copy of this Program guidance and any additional FHWA HTWSP guidance must be shared with NHDOT when it becomes available;
 - ii. Conducting a competitive bid process for distribution of the HTWSP funds that is compliant with HTWSP and other Federal requirements;
 - iii. If a competitive bid process will not be completed, submission of a Public Interest Finding (PIF) to FHWA NH Division for approval will be required prior to proceeding with procurement;
 - iv. Reviewing and approving individual projects for compliance with HTWSP and other Federal requirements; and
 - v. Ensure that acceptable supporting documentation is provided and maintained for expenditures for reimbursement through the HTWSP.
2. NHDOS shall undertake the following activities for HTWSP project and financial transactions through the NHDOT TSMO:
 - i. Initiate project setup and definition, to include defining the project term and other related details. Sufficient detail must be provided so that NHDOT staff can update their Project Management System completely.
 - ii. Request the obligation, de-obligation and/or re-obligation of project funds through NHDOT TSMO for review and submission to the FHWA.
 - iii. Request reimbursement monthly for the Federal share of allowable project work completed through NHDOT TSMO. Submit copies of all supporting documentation to NHDOT for review and approval by NHDOT along with the reimbursement request.
 - iv. Work with NHDOT TSMO to ensure that completed projects are closed (final voucher) within 90-days after completion of the project, in accordance with the current NHDOT and FHWA approved processes.
3. No more than two Term Projects are allowed to be open within FMIS at any one time. One project can be starting up as another is being completed and closed.
4. If required, coordinate all required reviews for the National Environmental Protection

Act (NEPA) and submit all projects to the NHDOT Bureau of Environment for approvals, after consultation with the State Historical Preservation Office.

5. Meet annually or more as needed, with the NHDOT TSMO and the NHDOT Bureau of Finance and Contracts (F&C) about the program for billing reviews and other items if needed.
6. Maintain project files and further maintain expenditure support; documentation to include vendor contracts, procurement process, project ledgers and invoices. Such files shall be retained for a period of 3 years after final voucher.
7. NHDOS, as part of every project closeout process, shall utilize an internal auditor to verify that expenditures are allowable in accordance with FHWA guidelines. In the case that unallowable (non-participating) expenses are found through this audit or through a billing review initiated by NHDOT or FHWA, NHDOS shall be responsible for paying those funds back to NHDOT. Failure to do so will result in the current program being given a "Hold" or "Stop Work Order" until such funds are repaid. The auditor's report shall be forwarded to NHDOT TSMO with the request to close the project.
8. As the sub-recipient of Federal-aid funds for the State of New Hampshire's HTWSP, NHDOS is accountable to the NHDOT as the recipient for the use of the Federal funds.

NHDOT shall undertake the following activities for the HTWSP:

1. NHDOT TSMO shall process all initial project listings and projections through the NHDOT's Project Management System (Currently known as ProMIS) so that all projects will be included in the NHDOT's STIP and all appropriate MPO TIPs as part of the NHDOT's normal required processes.
2. NHDOT TSMO shall process all project setups and modifications through ProMIS; including but not limited to scope, schedule and budget and term end dates as provided to NHDOT from NHDOS.
3. NHDOT TSMO shall process all requests for obligation, de-obligation and/or re-obligation of project funds through ProMIS and NHDOT processes for review and submission to the FHWA.
4. NHDOT Bureau of Finance and Contracts (F&C) – Project Programming will program FMIS for obligation, de-obligation and/or re-obligation of project funds and other required project information.
5. NHDOT F&C shall process all of NHDOS's approved reimbursement requests of project work completed within State and Federal requirements through its Current Billing System (CBS). NHDOT F&C will direct the revenue received from FHWA through NHFIRST to a revenue account designated by NHDOS.
6. NHDOT F&C shall provide CBS and other financial system history when requested to document revenue activity for a project.

7. NHDOT TSMO shall work with NHDOS on STIP amendments and/or minor revisions, if necessary, for the HTWSP providing that any amendments and/or minor revisions do not negatively impact NHDOT projects.
8. As the recipient of Federal-aid funds for the State of New Hampshire, NHDOT is accountable to the FHWA for the proper use of the Federal funds.

SECTION 6: ADDITIONAL PROVISIONS OF AGREEMENT

Effective Date

This MOA shall be effective upon the signatures of NHDOS and NHDOT authorized officials and Governor and Council approval. It shall be in effect for a period not to exceed, the term of the current Federal Highway Bill, which is September 30, 2020, at which time it will be subject to review, renewal, revision, or expiration as mutually agreeable by NHDOS and NHDOT.

Amendments

Amendments to this MOA shall only be made in writing and shall be signed and dated by authorized officials from both NHDOS and NHDOT.

SECTION 7: PRINCIPAL CONTACTS FOR THIS MOA

NHDOS
 Commander
 Division of State Police Troop G
 Highway Truck Weight Safety
 91 Airport Road
 Concord, NH 03301
 Tel.: 603-223-8916

NHDOT
 Administrator IV
 Bureau of Transportation Systems,
 Management and Operations
 110 Smokey Bear Boulevard
 Concord, NH 03301
 Tel.: 603-271-6862

AUTHORIZED OFFICIALS

By signature below, the Commissioners certify that the individuals listed as the principal contacts in this document, or their duly appointed successors, are their representatives and are authorized to act in their respective areas for matters related to this agreement.

New Hampshire Department of Safety

By: *J. Barthelmes*
John J. Barthelmes, Commissioner

2/26/18
Date

New Hampshire Department of Transportation

By: *Victoria F. Sheehan*
Victoria F. Sheehan, Commissioner

3/7/18
Date

Approved as to form, substance and execution by the Office of the Attorney General:

Date

Attorney General's Office

Date

Attorney General's Office