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# 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 24, 2016

The Honorable Neal M. Kurk, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

Her Excellency, Governor Margaret Wood Hasson  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

  
Approved by Fiscal Committee 11/18/16  
Date

### Requested Action

- Pursuant to RSA 14:30-a, VI, authorize the Department of Safety, Division of Homeland Security and Emergency Management, to accept and expend grant funds from the Department of Safety, Office of Highway Safety (OHS) in an amount not to exceed \$260,250.00, for the purpose of producing public safety messages by the National Highway Traffic Safety Administration (NHTSA). Effective upon Fiscal Committee and Governor and Council approvals through June 30, 2017. Funding source: 100% Agency Income.
- Pursuant to RSA 124:15, and contingent upon approval of Requested Action #1, authorize the Department of Safety, Divisions of Homeland Security and Emergency Management, to establish one (1) class 50 position temporary part-time Informational Representative II (Labor Grade 21) to assist the Department of Safety Public Information Officer (PIO). Effective upon Fiscal Committee and Governor and Council approvals through June 30, 2017. Funding source: 100% Agency Income.

Funds will be budgeted as follows:

02-23-23-236010-08590000 Dept. of Safety – Homeland Security & Emer Mgt – HSEM Agency Income-Grant

<u>Class</u>	<u>Description</u>	<u>FY17 Current Adjusted Authorized</u>	<u>Requested Action</u>	<u>Revised FY17 Adjusted Authorized</u>
009-407036	Agency Income	(\$114,661.00)	(\$260,250.00)	(\$374,911.00)
020-500200	Current Expense	\$1,550.00	\$1,800.00	\$3,350.00
037-500173	Tech Hardware	0.00	\$3,000.00	\$3,000.00
040-500800	Indirect Costs	\$13,111.00	\$26,800.00	\$39,911.00
050-500109	Personal Serv-Temp	\$91,950.00	\$26,100.00	\$118,050.00
060-500601	Benefits	\$7,050.00	\$2,000.00	\$9,050.00
070-502970	In-State Travel	\$1,000.00	\$550.00	\$1,550.00
103-500735	Cont for Op Svcs	0.00	\$200,000.00	\$200,000.00
	<b>08590000 Totals</b>	<b>\$114,661.00</b>	<b>\$260,250.00</b>	<b>\$374,911.00</b>

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### Explanation

This request is to accept and expend a sub-grant from the Department of Safety, Office of Highway Safety (OHS) to establish a temporary part-time Informational Representative II (Labor Grade 21) media position to assist the Department of Safety Public Information Officer (PIO) with research, planning, executing and evaluating programs, acquiring paid advertising, producing messages and utilizing contract vendors to produce messages to the publish regarding highway safety. The position will also assist in the development of the OHS annual report; provide support as needed for OHS public information and education programs, campaigns and special events; assist the PIO with maintenance of the OHS website; and with development of the OHS newsletter. This position shall also assist the PIO with securing strategic partnerships to promote traffic safety at target venues.

Funds are to be budgeted as follows:

Funds in Class 020 will be used for office supplies and costs associated with managing the grant.

Funds in Class 037 will be used for technical hardware for the media position to perform tasks.

Funds in Class 040 will be used for indirect costs.

Funds in Class 050 will be used to pay the salary for the temporary part-time position.

Funds in Class 060 will be used to pay the benefits associated with the temporary part-time position.

Funds in Class 070 will be used for in-state travel associated within the scope of work.

Funds in Class 103 will be used for advertising contracts to produce highway safety related messages.

The following information is provided in accordance with the comptroller's instructional memorandum dated September 21, 1981.

- 1) *List of personnel involved:* One (1) new part-time temporary position titled Informational Representative II (Labor Grade 21).
- 2) *Nature, Need, and Duration:* This position is needed to assist the Department of Safety Public Information Officer (PIO) with implementing the State & Community Highway Safety Program. The proposed grant funding for this position ends on September 30, 2017.
- 3) *Relationship to existing agency programs:* This position will provide support to the Department of Safety, Public Information Officer (PIO).
- 4) *Has a similar program been requested of the legislature and denied?* No.
- 5) *Why wasn't funding included in the agency's budget request?* These funds were unanticipated at the time the budget was created.
- 6) *Can portions of the grant funds be utilized?* Grant funds are being utilized for the hiring of a part-time temporary Informational Representative II to assist the Department of Safety Public Information Officer (PIO) and for contractual services.
- 7) *Estimate the funds required to continue this position:* Funds for this position are estimated at \$28,100.00 for the duration of the grant through September 30, 2017.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner

Homeland Security and Emergency Management  
HSEM Agency Income Grants

Fiscal Situation: Account 02-23-23-236010-08590000

**Federal Funds Awarded:**

DOE Grant - "Developing Capacity to Improve Emergency Operations Plans in New Hampshire" (through March 31, 2017)	\$215,170.00
Office of Highway Safety Grant - "Media Position" (through September 30, 2017)	\$260,250.00
<b>Total Grant Funds Awarded</b>	<b>\$475,420.00</b>

Less expenses in FY 2016 (\$100,509.00)

**Total Prior Fiscal Year Actual Expenses** (\$100,509.00)

**Net Grant Funds Remaining** \$374,911.00

Less: Current Adjusted Authorized (\$114,661.00)

**Available Funds** \$260,250.00

**This Request** \$260,250.00

**OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT**

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

**Project Title: DOS Media Position**

**Project #: 315-17S-127**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> New Hampshire Department of Safety Office of Highway Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, Room 109A Concord, NH 03305	
<b>1.3. Subrecipient Name</b> Department of Safety Division of Homeland Security and Emergency Management		<b>1.4. Subrecipient Address</b> NH Department of Safety 33 Hazen Drive Concord NH 03305	
<b>Chief's Email Address:</b> N/A		<b>Grant Contact Email:</b> <a href="mailto:michael.todd@dos.nh.gov">michael.todd@dos.nh.gov</a> <a href="mailto:linda.tessier@dos.nh.gov">linda.tessier@dos.nh.gov</a>	
<b>1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify))</b> State Government		<b>1.4.2 DUNS</b> 060340564	
<b>1.5. Subrecipient Phone #</b> 223-3641	<b>1.6. Effective Date</b> December 1, 2016	<b>1.7. Completion Date</b> September 30, 2017	<b>1.8. Grant Limitation</b> \$260,250.00 *
<b>1.9. Grant Officer for State Agency</b> John A. Clegg		<b>1.10. State Agency Telephone Number</b> 271-2893	
<b>"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>			
<b>1.11. Subrecipient Signature 1</b>		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Perry Plummer Director, Homeland Security and Emergency Management	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b> Robert L. Quinn, DOS Assistant Commissioner	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she 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> John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: _____ Assistant Attorney General, On: / /			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

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

## MEMORANDUM OF AGREEMENT

Between the Department of Education (DOE) and the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) for completion of the scope of a grant the DOE received from the US Department of Education titled "Developing Capacity to Improve Emergency Operations Plans in New Hampshire".

This Memorandum of Agreement (MOA) outlines the responsibilities of the DOE and HSEM relative to the completion of the scope of the grant, the proposed schedule for the work and the funding provided by the DOE to HSEM.

WHEREAS, the DOE has been awarded a grant from the US Department of Education titled "Developing Capacity to Improve Emergency Operations Plans in New Hampshire".

WHEREAS, the DOE and HSEM have long been working collaboratively in providing school security and safety resources, including Emergency Operation Planning. (EOP).

NOW THEREFORE, in order to meet the grant scope requirements, DOE and HSEM have agreed to complete the scope of services as described below.

### SCOPE OF SERVICES

#### DEPARTMENT OF EDUCATION TASKS

##### Pre-grant Self-Assessment Data Collection

DOE has disseminated the *District Self-assessment Tool*, prepared and provided by the US Department of Education, to all of the State's SAU Superintendents. This tool is designed to determine the current status and quality of SAU-level EOPs across the State so that the specific SAU needs can be identified. Once the SAU needs are compiled, DOE and HSEM will be better able to understand the training and technical assistance to be provided.

##### Development and Population of SAU EOP Database

DOE will develop a database, using Microsoft Access, which will be populated with pertinent EOP information from each of the State's SAUs. The data will include, but not be limited to, SAU identification information, SAU emergency management contact information, EOP development date (if any), annual review date, evaluation of quality and notation of partner agreements. At the conclusion of the grant term, this database will be maintained by DOE staff.

##### Review of HSEM Prepared EOP Template

HSEM will be preparing an EOP template to be available for voluntary use by the SAUs. DOE will provide comments and approval of the final EOP template prior to dissemination to the SAUs and posting on the HSEM and DOE websites.

### **Coordination of Five Regional Training Sessions**

DOE will coordinate the content, location and timing of the five regional EOP training sessions in cooperation with HSEM. DOE will be responsible for making all facility arrangements and coordinating announcements to the SAUs and their partners. DOE will also be responsible for supplying presentation equipment, meeting handouts and other required materials as needed by HSEM to complete the training.

### **Direct SAU Training and Technical Assistance**

DOE will support HSEM staff efforts in providing training and technical assistance directly to the SAUs and their partners.

### **Post-grant Self-Assessment Data Collection**

DOE will disseminate the District Self-assessment Tool, prepared and provided by the US Department of Education, but only to the SAU Superintendents that responded to the Pre-grant request. The purpose of collecting this data is to evaluate the success of the work completed by DOE and HSEM in improving the quality of SAU-level EOPs. This data will be provided to the US Department of Education which in turn will provide the data to the United States Congress.

## **HOMELAND SECURITY AND EMERGENCY MANAGEMENT TASKS**

### **Temporary Part-time Staff**

HSEM will hire part-time, temporary staff to complete the grant scope of services. Such staff would include an Emergency Management Specialist, two Field Representatives, and a Program Assistant to provide office support. The two Field Representatives and the Program Assistant would work on the order of 29 hours per week with the Emergency Management Specialist working 15 hours per week to oversee the grant work. HSEM shall notify DOE when staff are hired and provide contact information in a timely manner.

### **Development of EOP Template**

HSEM shall develop an EOP template using readily available commercial software that encompasses the five mission areas of EOP's (and modeled to comply with Presidential Policy Directive 8 (PPD8)) while including those items specific to New Hampshire SAUs. The EOP template shall also include examples of Memorandum of Agreements for various common partners such as the local Fire and Police Departments, etc. The EOP template shall be reviewed and approved by the DOE prior to dissemination to the SAUs. The EOP template shall be made available as a permanent downloadable document on the HSEM and DOE websites once complete.

### **Completion of Five Regional Training Sessions**

In coordination with DOE, HSEM will create an EOP development training session to be given at five regional locations to be determined by DOE. Training shall be provided to the SAUs and their partners

on how to complete the EOP development process focusing on both the HSEM-developed EOP template and the Readiness and Emergency Management for Schools (REMS) Technical Assistance (TA) Center EOP Interactive Tools. Training shall also include discussions on the basic plan, functional annexes and threat- and hazard-specific annexes. HSEM shall provide staff to complete the training sessions. HSEM shall provide DOE with a list of required presentation equipment, meeting handouts and other materials needed to complete the training at least a week prior to each session.

#### **Direct SAU Training and Technical Assistance**

HSEM staff shall provide direct training and technical assistance to SAUs that make a request for such services. Direct training and technical assistance may include, but not be limited to, individual SAU on-site training sessions, creation of the individual SAU basic plan and annexes, coordination of partnering meetings, development of partnering agreements and finalization of the SAU EOPs. HSEM shall provide DOE with a monthly summary of SAUs for which they have provided training and technical assistance and a brief description of the services provided. The format and the required monthly submittal date of the summary will be developed by DOE and provided to HSEM.

#### **EOP Content Development**

HSEM, following authorization by DOE, may create EOP content materials in support of the SAU EOP development efforts. Such content materials may include information sheets on threat and hazard types, state of practice documents on EOP testing exercises and security assessment techniques. The EOP content materials shall be made available as a downloadable document on the HSEM and DOE websites once complete.

#### **FUNDING**

The DOE will provide funding in the amount of \$215,170 from Account # 06-56-56-563510-59880000-029-500290 to HSEM as follows, \$162,170.00 for FY 16 and \$53,000.00 for FY 17.

#### **TERMINATION**

Either party may terminate this agreement upon providing written notice to the other party, thirty (30) days prior to termination. Upon termination, HSEM will retain funds equal to that expended to the termination date. The remaining funds shall be returned to DOE.

#### **DURATION**

This agreement shall continue in effect from Governor and Council approval, but not before July 1, 2015, until June 30, 2017, unless terminated earlier by either party, or extended in writing by a subsequent agreement of the parties and acceptance by Governor and Council.

#### **AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective on the date the Governor and Council of the State of New Hampshire approve this Agreement, but not

before July 1, 2015.

**NH Department of Education**

Virginia M. Barry  
Virginia M. Barry, Ph.D.  
Commissioner

6/22/15  
Date

**NH Department of Safety**

John J. Barthelmes  
John J. Barthelmes  
Commissioner

6/22/15  
Date

Approved as to form, substance, and execution.

[Signature]  
Department of Justice

6/26/15  
Date