



**State of New Hampshire
POLICE STANDARDS & TRAINING COUNCIL
ARTHUR D. KEHAS
LAW ENFORCEMENT TRAINING FACILITY & CAMPUS
17 Institute Drive — Concord, N.H. 03301-7413
603-271-2133 FAX 603-271-1785
TDD Access: Relay NH 1-800-735-2964**



Sheriff Michael L. Prozzo, Jr.
Chairman

Donald L. Vittum
Director

April 18, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

100% Penalty Assessment Fund

REQUESTED ACTION

Authorize the New Hampshire Police Standards & Training Council (NHPSTC) to amend the Cooperative project Agreement with Granite State College (GSC)(Vendor Code #177491), originally approved by Governor and Council on May 19, 2004 (Agenda Item #85) by extending the completion date from June 30, 2013 to June 30, 2014, and increasing funding in the amount of \$121,234.38 from \$343,767 to \$585,444.38. . This action is to be effective upon Governor and Council approval for the period of July 1, 2013 through June 30, 2014. Source of funds: 100% Other Funds (penalty assessment).

Funding is available for this contract pending approval of the next biennial budget and should be encumbered as follows:

| <u>Organization</u> | <u>Accounting Unit</u> | <u>FY2014</u> |
|---------------------|------------------------------------|---------------|
| PSTC | 06-87-87-08700-89990000-067-500557 | \$121,234.38 |

EXPLANATION

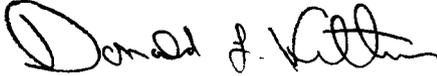
Initial federal funding was secured in FY02 to build the Gregg Public Safety Academy in Littleton, NH with the ability to connect via interactive videoconferencing technology to the New Hampshire Police Standards and Training Council. Currently (and since the inception of the program), we have had a written performance contract with Granite State College to operate the Littleton location. We have operated and funded the site exclusively from the Police Standards and Training Council Training Fund since all of the federal funding for the program was expended in FY09.

This site is used for police in-service training as well as it provides us with the capability to operate part-time officer schools at remote locations, thus resulting in significant cost savings to many police departments in the north country that use part-time officers. Instead of traveling to Concord or another regional location, or alternately, waiting until a school is offered locally, this technology allows us to offer some expanded trainings to

the north country that might otherwise have been unavailable or unattainable. We also make the site and technology available to other governmental and non-profit entities on a time and space-available basis. This action will allow us to continue to offer this enhanced program without any adverse impact on the State General Fund or the local communities.

There is no general fund impact. We respectfully request that you approve this agreement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Donald L. Vittum". The signature is fluid and cursive, with a large initial "D" and a distinct "V".

Donald L. Vittum
Director

DLV:brj

FY 14 COOPERATIVE PROJECT AGREEMENT

**STATE OF NEW HAMPSHIRE
POLICE STANDARDS AND TRAINING COUNCIL
and
Granite State College
of the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Police Standards & Training Council, (hereinafter "State" or "PSTC"), and the University System of New Hampshire, acting through Granite State College, (hereinafter "GSC"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement and shall end on June 30, 2014. If the provision of services by GSC precedes the effective date, all services performed by GSC shall be performed at the sole risk of GSC and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay GSC for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: PSTC Distance Training and Technology Collaboration

D. The following individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator
Name: Captain Benjamin R. Jean
Police Standards & Training Council
17 Institute Drive
Concord, NH 03301
Phone: 603-271-2133

GSC Project Administrator
Name: Lisa Shawney
Granite State College
25 Hall Street
Concord, NH
Phone: 603-513-1335

E. The following individuals are designated as Project Directors. These Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

GSC Project Director
Name: Tessa McDonnell
Address: Granite State College
25 Hall Street
Concord, NH 03301
Phone: 603-513-1308

State Project Director
Name: Captain Benjamin R. Jean
Address: Police Standards & Training Council
17 Institute Drive
Concord, NH 03301
Phone: 603-271-2133

F. Total State funds in the amount of \$121,234.38 per year have been allotted and are available for payment of allowable costs incurred under the Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Federal funds paid to GSC under this Project Agreement are from the Police Standards and Training Council General Operating Funds. Federal regulations required to be passed through to GSC as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

If amended by mutual agreement of the parties, Article C of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 are hereby amended to read:

- Article C is amended to incorporate the attached Exhibit A.

This Project Agreement and the Master Agreement constitute the entire agreement between State and GSC regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through Granite State College and the State of New Hampshire, Police Standards and Training Council have executed this Project Agreement.

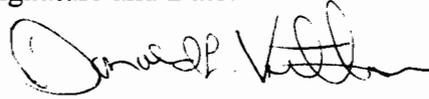
By An Authorized Official of:
Granite State College
Name: Lisa Shawney
Title: Dean of Financial Affairs

By An Authorized Official of:
Police Standards and Training Council
Name: Donald L. Vittum
Title: Director

Signature and Date:

 4/8/13

Signature and Date:


4-12-2013

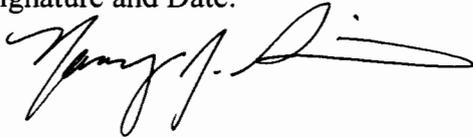
By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name:

By An Authorized Official of: the New
Hampshire Governor & Executive Council
Name:

Title: *Senior Asst Attorney General*

Title:

Signature and Date:



Signature and Date:

EXHIBIT A
SCOPE OF SERVICES

DATE: As approved by Governor & Council on _____, 2013
CONTRACT PROJECT: Police Standards and Training Council Distance Training and
Technology Collaboration
CONTRACT PERIOD: July 1, 2013 to June 30, 2014
CONTRACTOR NAME: USNH – Granite State College
ADDRESS: 25 Hall Street
Concord, NH 03301
GSC AUTHORIZED REP.: Lisa Shawney
TELEPHONE: (603) 513-1335
FAX: (603) 513-1395
E-MAIL: lisa.shawney@granite.edu

1. Provisions Applicable To All Services

1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated.

1.2 The Contractor agrees to use reasonable efforts to apply for appropriate public and private sources of funds which are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds.

1.3 The contractor agrees to pay \$51,108.72 (Fifty one thousand, one hundred eight dollars and seventy two cents) for Personnel; \$23,663.34 (Twenty three thousand, six hundred sixty-three dollars and thirty four cents) for Fringe Benefits; \$27,057 (Twenty seven thousand, fifty seven dollars) for Connectivity; \$1,500 (One thousand five hundred dollars) for Travel; \$2,625 (Two thousand six hundred twenty five dollars) for utilities; \$6,300 (Six thousand three hundred dollars) for facility rent and \$8,980.32 (Eight thousand nine hundred eighty dollars and thirty two cents) for indirect cost; for a total PSTC contribution of \$121,234.38

2. Services to be provided include event coordination, scheduling, technical and programming support, operating funds, coordination and distribution:

2.1 Training: GSC staff will provide internal training and support in the following areas:

- Curriculum Development
- Platform Training and Delivery
- Technical Training (Equipment and Network)
- Staff Development
- Customer Service
- Classroom Preparation/Documentation
- Assist in developing strategies for State Quick/Emergency Response situations

2.2 Site evaluations and set up: GSC will provide support in the creation, set-up, and enhancements to new and existing sites.

- Vender selection and quotes
- Equipment purchase and maintenance
- Staffing selection/Job descriptions
- Scheduling/Training
- Lay out and design

2.3 Networking: GSC will provide options for effective networking communication and delivery options:

- Advice and support of networking options
- ConnectNH conduit and advisor
- Site coordination with multiple sites locally/nationally
- Equipment design and installation support

2.4 Promotion/Marketing: GSC will provide support for advertising and promotion of the programs available with partners.

- Review marketing concepts
- Promote past, present and future programs
- Research and develop external resources to compliment current services and programs
- Develop and market advertising for programs to be delivered for the partner sites

3. Program Components:

3.1 Operations

3.1.1 Operate one (1) videoconference site at the Gregg Public Safety Academy owned or leased property in Littleton, New Hampshire, and assist other PSTC controlled sites. "Operate" shall be defined as follows:

- PSTC will purchase other incidentals necessary for the operation of the site¹.
- GSC shall keep record of all purchases made under this grant and provide a quarterly report of such purchases to State Project Administrator of PSTC.
- GSC will contract with the Granite State Distance Learning Network or successor organization, who will provide videoconferencing services at the Gregg Public Safety Academy and PSTC sites.

3.1.2 GSC will support the sites for the length of this agreement, or until the transferred amount is exhausted, unless additional funding is identified and an addendum to this agreement is completed.

3.2 The Gregg Public Safety Academy mission is to bring training, meeting and other informative events out of Concord to the corners of the state in an efficient and timely fashion. This mission includes:

3.2.1 Assisting PSTC and other state agencies in establishing video networks, testing procedures/equipment, coordinating distance events for rapid response or emergency situations;

3.2.2 Mentoring state agencies in technology implementation strategies in training, especially as it relates to distance learning and interactive video;

3.2.3 Developing best practices for state agencies regarding interactive video events; and

3.2.4 To be a resource that assists state agencies to find and effectively use training and meeting spaces owned by other organizations throughout the state.

3.3 The agreement may be extended annually by mutual agreement for a period of up to three years (3) additional years, upon transfer of additional funds to GSC.

3.4 This agreement is severable by either party on 90 (ninety) days written notice.

¹ This will include ordinary consumables such as paper, pens, computer supplies, etc.

3.5 PSTC, GSC and Gregg Public Safety Academy understand their sites may be used in a time of emergency or when a rapid response is necessary.

3.5.1 They agree to relinquish their sites to New Hampshire Department of Safety, Bureau of Homeland Security and Emergency Management (hereafter BEM) immediately at such time as an incident occurs for BEM's exclusive use for the duration of the incident.

3.5.2 They also agree to make their videoconference equipment and capacity available to BEM for use in a declared disaster in such a manner and for such time period as they see fit.

3.5.3 They also agree to make the site and videoconference equipment and capacity available to BEM for use during any training or exercises conducted by BEM in preparation for incidents as long as the site is not previously scheduled for activities by them.

4. Equipment and Office Space

4.1 The program will be operated from sites located at NH Police Standards and Training 17 Institute Drive, Concord, New Hampshire 03301 and Gregg Public Safety Academy 646 Union Street #600, Littleton, NH 03561.

5. Reporting Requirements

5.1 The Contractor will track attendance at PSTC training events and submit student rosters and evaluations to PSTC at the conclusion..

6. Program Outcomes and Performance Measures

6.1 The GSC Project Directors will track usage of the site by other approved organizations to include the information below. This information shall be maintained by GSC and available upon request by PSTC.

- Organization utilizing the site
- Title and purpose if the event
- Number of people in attendance
- Number of hours for the events.

EXHIBIT B - 1

METHOD, SCHEDULE, AND CONDITIONS PRECEDENT TO PAYMENT

Contract Agency: University System of New Hampshire – Granite State College

Program Period: July 1, 2013 date of Governor & Council approval, whichever is later, through June 30, 2014.

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the Services to be performed under this Contract, the State Agency agrees to purchase from the Contractor services in the amount not to exceed \$121,234.38 (One hundred twenty one thousand two hundred thirty-four dollars and thirty-eight cents) for services performed during the program period specified above.

2. Monthly payment will be made to the Contractor subject to the following conditions:

2.1 Payment will be on a cost reimbursement basis based on actual expenditures incurred in the fulfillment of this agreement. The Contractor must complete and issue a signed invoice, and return it to the Police Standards and Training Council, in order to initiate payment.

2.2 Requests for payment must be signed by an authorized representative of the Contractor. Payment requests shall be submitted monthly.

2.3 A final payment request, per each State Fiscal Year of the Agreement, will be submitted no later than sixty (60) days after the end of each State Fiscal Year of the Agreement. Failure to submit the invoice by this date could result in non-payment

EXHIBIT B - 1

**Police Standards & Training Council
Gregg Safety Academy**

FY 2014 Budget

| | |
|--------------------------------|-------------------|
| Personnel | 51,108.72 |
| Fringe | 23,663.34 |
| <hr/> | |
| Salary & Wages | 74,772.06 |
| Telecom | 27,057.00 |
| Facilities | 6,300.00 |
| Utilities | 2,625.00 |
| Travel | 1,500.00 |
| <hr/> | |
| Supplies & Services | 37,482.00 |
| Indirect | 8,980.32 |
| Total Cost | 121,234.38 |