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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

February 26, 2017

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 Homeland Security and Emergency Management to accept and expend grant funds from the Pease Development Authority, Division of Ports and Harbors in an amount not to exceed \$32,000.00 for the purpose of purchasing social media analysis software for the NH Information and Analysis Center (NHIAC). Effective upon Governor and Council approval through June 30, 2017. Funding Source: 100% Agency Income.

Funds will be budgeted as follows:

02-23-23-236010-08590000 Dept. of Safety – Homeland Sec-Emer. Mgmt – HSEM Agency Income–Grant

<u>Class</u>	<u>Description</u>	<u>FY'17 Current Adjusted Authorized</u>	<u>Requested Action</u>	<u>Revised FY'17 Adjusted Authorized</u>
009-40736	Agency Income	(\$374,911.00)	(\$32,000.00)	(\$406,911.00)
020-500200	Current Expense	\$3,350.00	\$0.00	\$3,350.00
037-500172	Technology Hardware	\$3,000.00	\$0.00	\$3,000.00
038-509038	Technology Software	\$0.00	\$32,000.00	\$32,000.00
040-500800	Indirect Costs	\$39,911.00	\$0.00	\$39,911.00
050-500109	Personal Service Temp Appoi	\$118,050.00	\$0.00	\$118,050.00
060-500601	Benefits	\$9,050.00	\$0.00	\$9,050.00
070-502970	In-State Travel Reimburseme	\$1,550.00	\$0.00	\$1,550.00
103-502664	Contracts For OP Services	\$200,000.00	\$0.00	\$200,000.00
Totals		\$374,911.00	\$32,000.00	\$406,911.00

Explanation

This request is to accept and expend a sub-grant from Pease Development Authority, Division of Ports and Harbors, to provide funding for the Department of Safety, Division of Homeland Security and Emergency Management, to purchase a social media analysis software program. This social media analysis software would alert NHIAC personnel to threats toward NH citizens and critical infrastructure that are posted on the internet in the public domain. NHIAC personnel would be able to notify the appropriate law enforcement, or other public safety entity, to address, investigate or mitigate the threat. This software will directly support the mission of the New Hampshire Information and Analysis Center, which is to provide an integrated, all-crimes/all-hazards information sharing network to collect, analyze and disseminate information derived from multiple sources to stakeholders in a timely manner in an effort to protect the citizens and the critical infrastructure of New Hampshire.

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Funds will be budgeted to be used as follows:

The funds in Class 038, Technology-Software, will be used to purchase the social media analysis software for the NHIAC.

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
Pease Development Authority-Division of Ports and Harbors Reimbursement for Life Raft Software	\$32,000.00
Total Grant Funds Awarded	\$507,420.00

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

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

Net Grant Funds Remaining \$406,911.00

Less: Current Adjusted Authorized (\$374,911.00)

Available Funds \$32,000.00

This Request \$32,000.00

MEMORANDUM OF UNDERSTANDING

FOR THE USE OF

PEASE DEVELOPMENT AUTHORITY – DIVISION OF PORTS AND HARBORS

RELEASE OF PORT SECURITY GRANT FUNDING

NOW COMES PEASE DEVELOPMENT AUTHORITY –DIVISION OF PORTS AND HARBORS, (“PDA-DPH”), a state agency with *“the authority to make all necessary arrangements with...agencies... for the security of ports, division property, and state tidal waters...”*, (RSA 12:G-42, I), with an address of 55 International Drive, Portsmouth, New Hampshire 03801 and, DEPARTMENT OF SAFETY – DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (“NHHSEM”) *“an agency of the state, under the executive direction of a commissioner of safety, responsible for homeland security and emergency management”*, (RSA 21-P:2, (g)), the director of which has, *“the authority to oversee and coordinate planning, response, and recovery efforts of all state agencies to terrorist events and natural and human-caused disasters and wide-scale threats to public safety”* (RSA 21-P:5-a, II), with an address of 110 Smokey Bear Boulevard, Concord, New Hampshire 03301; and

WHEREAS PDA-DPH has been awarded a DEPARTMENT OF HOMELAND SECURITY – FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION, PORT SECURITY GRANT PROGRAM (PSGP) monetary award for the use/reimbursement of NHHSEM for the purchase of a social media analysis program (PROGRAM); and

WHEREAS, NHHSEM has requested the release of/reimbursement in the amount of \$32,000 in order to enter into a service contract for the program and PDA-DPH has agreed to the same, subject to the terms and conditions of this Memorandum of Understanding (“MOU”);

NOW THEREFORE PDA-DPH and NHHSEM agree as follows:

1. PDA-DPH has secured funding intended for the reimbursement of/use of NHHSEM for the purchase of the program.
2. NHHSEM agrees that it will assume all costs and expenses, if any, associated with accessing and using the program beyond what is called for within the original PSGP grant and that any additional services or agreements with the software provider will not result in any cost or expense to PDA-DPH.
3. NHHSEM agrees that it will supervise the use of the program by its employees and assignees and, restrict access to and use of the program for legitimate law enforcement, public safety and homeland security purposes.
4. NHHSEM and PDA-DPH are both state agencies, therefore any claims against either agency will be handled under RSA 99-D, unless insurance covering the activity exists.

Each agency is responsible for the use of the program by its employees, including any misuse.

5. NHHSEM agrees to, on a quarterly basis, advise representatives of PDA-DPH of;

- a. Total number of hours the software was utilized within the Port of Portsmouth and the surrounding area within the previous quarter.
 - b. Any technical, mechanical or operational problems it encounters when using the program.
 - c. Anecdotal reports of the programs successes, failures and use.
6. PDA-DPH agrees to reimburse/release the funding to NHHSEM once a Receipt/valid Order Form has been provided.

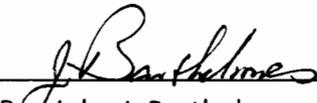
Pease Development Authority
Division of Ports and Harbors



By: David R. Mullen
Its: Executive Director

12/22/16
Date

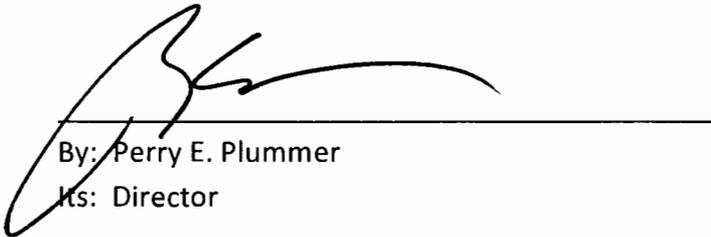
Department of Safety



By: John J. Barthelmes
Its: Commissioner

2/28/17
Date

Department of Safety
Division of Homeland Security and Emergency Management



By: Perry E. Plummer
Its: Director

1/5/2017
Date

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

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.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 109A Concord, NH 03305	
1.3. Subrecipient Name Department of Safety Division of Homeland Security and Emergency Management		1.4. Subrecipient Address NH Department of Safety 33 Hazen Drive Concord NH 03305	
Chief's Email Address: N/A		Grant Contact Email: michael.todd@dos.nh.gov linda.tessier@dos.nh.gov	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) State Government		1.4.2 DUNS 060340564	
1.5. Subrecipient Phone # 223-3641	1.6. Effective Date December 1, 2016	1.7. Completion Date September 30, 2017	1.8. Grant Limitation \$260,250.00 *
1.9. Grant Officer for State Agency John A. Clegg		1.10. State Agency Telephone Number 271-2893	
"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."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1 Perry Plummer Director, Homeland Security and Emergency Management	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2 Robert L. Quinn, DOS Assistant Commissioner	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
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.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) 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").