



New Hampshire Liquor Commission

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lel
Joseph W. Mollica
Chairman

JMG
Michael R. Milligan
Deputy Commissioner

August 15, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to accept and expend "Impaired Driving Crackdown Project" grant funds in the amount of \$24,873.00 from the National Liquor Law Enforcement Association (NLLEA) to develop and implement a program focused on the impaired driving crackdown effective upon Governor and Council approval through January 31, 2015. Funding source 100% Agency Income.

Funding to be established in account # 02-77-77-770512-18560000; LIQUOR COMMISSION, ENFORCEMENT; NATIONAL LIQUOR LAW ENFORC.

Class #	Class Description	Current Appropriation	Requested Action	New Budget
018-500106	Overtime	\$ -	\$ 14,805.00	\$14,805.00
020-500200	Current Expense	\$ -	\$1,000.00	\$1,000.00
030-500301	Equipment		\$5,000.00	\$5,000.00
040-500800	Indirect Cost	\$ -	\$55.00	\$55.00
060-500600	Benefits		\$2,813.00	\$ 2,813.00
080-500713	Out-of-State Travel		\$1,200.00	\$1,200.00
	Total:	\$ -	<u>\$ 24,873.00</u>	<u>\$ 24,873.00</u>
Source of Funds				
009-403525	Agency Income:	\$ -	<u>\$ 24,873.00</u>	<u>\$ 24,873.00</u>

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EXPLANATION

The NHLC will use the funding received by NLLEA to develop and implement an impaired driving crackdown program focused on increasing alcohol law enforcement involvement during NHTSA's impaired driving crackdown periods. The grant monies for this program will be used to assign additional personnel to conduct directed patrols in/around licensed premises immediately prior to and during NHTSA Impaired Driving Crackdowns. Additionally, through these funds the Division of Enforcement and Licensing will work with partnering agencies to expand the place of last drink (POLD) data collection initiative. This data will assist the Division to deploy personnel more efficiently during future enforcement operations to address those locations that are identified as having a propensity to over-serve alcohol to patrons. Through these and other efforts the Division of Enforcement and Licensing is working to raise awareness and reduce the incidents of impaired driving connected to the service of alcohol at licensed establishments.

The following appropriations are requested for FY 2015:

Funds in class 018 will be used for high visibility and undercover operations to fulfill the requirements of the program.

Funds in class 020 will be used to defray the costs associated with undercover operations including but not limited to cover charges, food and beverages for investigators assigned to work as undercover during funded operations.

Funds in class 030 will be used to purchase GIS software.

Funds in class 040 will be used to pay indirect cost charges.

Funds in class 060 will be used to pay benefits associate with overtime.

Funds in class 080 will be used to attend the NLLEA's Annual Conference in Louisville, KY.

Respectfully Submitted
New Hampshire State Liquor Commission



Joseph W. Mollica



**SUBCONTRACT AGREEMENT BY
AND BETWEEN**

**NATIONAL LIQUOR LAW ENFORCEMENT ASSOCIATION
AND
NEW HAMPSHIRE LIQUOR COMMISSION, DIVISION OF
ENFORCEMENT AND LICENSING**

This agreement is entered into by and between the National Liquor Law Enforcement Association (hereinafter, NLLEA), a Maryland-based non-profit corporation, and the New Hampshire Liquor Commission, Division of Enforcement and Licensing, hereinafter, the Subcontractor.

1. **Funding Source.** Both parties acknowledge and agree that all funding shall come from the Cooperative Agreement # DTNH22-12-H-00373/0002 held by NLLEA, awarded by the National Highway Traffic Safety Administration (NHTSA), hereinafter, the Fundor, in support of work entitled *“Increased Participation and Evaluation of Alcohol Law Enforcement in Impaired Driving Crackdowns”* as detailed in the attached Scope of Work. (Attachment A)
2. **Time Period.** This agreement shall be for the period of **June 1, 2014 to January 31, 2015**, and may be extended without competition pending agreement by both parties and future funding from NHTSA.
3. **Cost.** For said services, the Subcontractor will be reimbursed, on submission of monthly invoices, a total not to exceed **\$25,000** in accordance with the attached Budget (*Attachment A*).

The Subcontractor agrees that this contract shall **not** exceed the total amount of funds per this agreement and that best efforts be given to meet the requirements of the project with the funds available. Should requested services cause the Subcontractor to expend funds greater than those available to this contract, the subcontractor will contact the Principal Investigator immediately.

4. **Payment/Invoicing.** NLLEA’s standard payment term for our suppliers and subcontractors is within 30 days from receipt of an invoice. The Subcontractor agrees to submit a monthly invoice reflecting incurred expenses and a report of the tasks performed. Payments are made upon satisfactory performance of the tasks as described in the Scope of Work.

Invoices must be prepared in accordance with all applicable provisions of this subcontract. The invoices shall, at a minimum, contain the following information:

- (a) reference to NLLEA project **NHTSA-IDCNH-2014**

reimburse Subcontractor for costs already incurred and obligated for payment up to the date of termination by the government. In the event that funds are reduced during the term of the grant, the NLLEA shall be obligated for only 60-days (pro-rated) of regular payments, and shall negotiate a new scope of work or services should the Subcontractor desire to perform the services required by the reduced level of effort.

Notwithstanding the above paragraph, either party shall have the right to terminate this contract without cause with sixty (60) days' written notice (notice received by entity terminated). In such case, deliverables due during those sixty days shall be honored as well as expenses incurred or committed by Subcontractor for those sixty days.

9. **Indemnification.** The Subcontractor shall indemnify and hold harmless the NLLEA, its members, employees, officers, and Board of Directors against all claims, actions, proceedings, damages, and liabilities, including attorneys' fees, arising from, connected to, or caused in whole or in part by any negligent act, or omission of the Subcontractor.
10. **Compliance.** The Subcontractor agrees to abide by all Federal, State, local government, or other applicable laws and regulations. All policies and procedures required by the Fundor shall be applicable to this agreement and the parties hereto agree to be bound by those terms and conditions.
11. **Insurance.** All policies and procedures required by the Fundor shall be applicable to this agreement and the parties hereto agree to be bound by those terms and conditions.

The Subcontractor shall assume responsibility for complying with laws governing provision of compensation and/or liability insurance, and will, upon request, provide the NLLEA with Certificate of Insurance evidencing a minimum of the coverage and limits as shown here:

- Commercial General Liability - \$1,000,000 per occurrence
 - Hired and Non-owned Automobile Liability - \$1,000,000 per occurrence
 - Employers Liability —
 - \$100,000 per accident;
 - \$500,000 for disease, policy limit, and
 - \$100,000 for disease, each person
 - Workers compensation - Statutory Coverage
 - Professional Liability - \$1,000,000 (this coverage is needed only if direct counseling services are a part of this Subcontractor's agreement.
12. **Audit Requirements.** If the Subcontractor is subject to the audit requirements contained in OMB Circular A-133, a copy must be forwarded upon request to the address below. For additional information, please refer to www.whitehouse.gov/omb/circulars/a133/a133.html,

National Liquor Law Enforcement Association
11720 Beltsville Drive, Suite 900
Beltsville, MD 20705

Upon review of the audit reports by the NLLEA, should the audit report of the Subcontractor disclose instances of noncompliance, the Subcontractor shall have six (6) months from the

date or receipt of the audit to take appropriate corrective action and notify the NLLEA of the action taken. Should this corrective action not be taken, the NLLEA will undertake such action as deemed necessary and reasonable to bring about compliance.


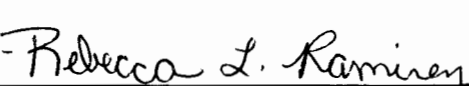
If the Subcontractor is not subject to A-133 audit requirements, the NLLEA may require submission of an independent accountant's certification on the Subcontractor's financial status.

13. **Certifications and Assurances.** Subcontractor assures that it has in place an effective and enforced Conflict of Interest policy which complies with 42 CFR 50 Subpart F and/or FAR Subpart 9.5. In addition, vendors and subcontractors are notified that they may be subject to the provisions of 41CFR Section 60-1.4, 41CFR Section 60-250.4 and Section 60-741.4 with respect to Affirmative Action program and plan requirements.

Pursuant to federal regulations, the Subcontractor will confirm, by signing, various Certifications and Representations regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions and other such Certifications and Representations required by the Federal department or agency with jurisdiction over the prime grant or contract.

14. **Modifications/Amendments.** Any modification or amendment to this agreement shall require a written agreement accepted by both parties hereto.

15. **Authorized Signatures.**

Signed for New Hampshire Liquor Commission	Signed for National Liquor Law Enforcement Association
	
<i>Signature</i>	<i>Signature</i>
James Wilson	Rebecca Ramirez
Director	Executive Director
Date: <u>8/8/14</u>	Date: <u>July 25, 2014</u>
New Hampshire Liquor Commission, Division of Enforcement & Licensing	National Liquor Law Enforcement Association
57 Regional Dr., Ste. 8 Concord, NH 03302	11720 Beltsville Drive, Suite 900 Beltsville, MD 20705
FEIN:	FEIN: 64-0777692
DUNS Number:	DUNS Number: 965207793
Phone: 603-271-3523	Phone: 301-755-2761
Fax: 603-271-3758	Fax: 301-755-2799


**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

James M Wilson Director Enforcement & Licensing
Name and Title of Authorized Representative


Signature

8/8/14
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting the proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment A

**National Liquor Law Enforcement Association (NLLEA)
New Hampshire Liquor Commission, Division of Enforcement & Licensing**

**Impaired Driving Crackdown Project
Scope of Work and Budget**

Per the subcontract agreement between the National Liquor Law Enforcement Association and the New Hampshire Liquor Commission, Division of Enforcement and Licensing, the following activities will be completed between June 1, 2014 and January 31, 2015:

Responsibilities of the National Liquor Law Enforcement Association

- A. NLLEA will provide training and technical assistance to the New Hampshire Liquor Commission, Division of Enforcement and Licensing in order to assist with the successful implementation of a comprehensive impaired driving crackdown program, including a web-based toolkit that provides information on conducting sales to intoxicated persons investigations and operations, and collecting and using place of last drink data. NLLEA staff or consultants may make up to two visits over the duration of the project to provide specific training or technical assistance
- B. NLLEA will work with New Hampshire Liquor Commission, Division of Enforcement and Licensing on the collection of key data elements necessary to evaluate the success of the implementation of the program as well as the utilization and feedback on all aspects of the draft toolkit. NLLEA will work with evaluators to analyze all the data provided over the duration of the project and will provide the results of the project to the NHTSA in a final evaluation report by no later than July 1, 2015. The NLLEA will assist with any related media activities to publicize the results of the study as they become available if requested by the NHTSA.

Responsibilities of the New Hampshire Liquor Commission, Division of Enforcement and Licensing

- A. The New Hampshire Liquor Commission, Division of Enforcement and Licensing will implement a comprehensive impaired driving crackdown program across the state. This program will run the duration of the funding period (June 1, 2014 to January 31, 2015) plus an additional year through January 31, 2016. The New Hampshire Liquor Commission, Division of Enforcement and Licensing will cover all expenses associated with the additional year of the program (February 1, 2015 through January 31, 2016).
- B. The activities that will be conducted during the June 1, 2014 through January 31, 2015 time period include:
 - Conduct at least two press events that highlight the work being conducted by the agency to prevent impaired driving during the impaired driving crackdown periods.

- Conduct high visibility operations in/around licensed premises immediately prior to and during the 2014 impaired driving crackdown periods.
 - Conduct undercover operations in/around licensed premises immediately prior to and during the 2014 impaired driving crackdown periods, focusing on violations of over service laws.
 - Work with partnering agencies to expand the POLD survey initiative to collect these data during the impaired driving crackdown periods, during routine stops not associated with DUI checkpoints.
 - Move forward in working with partners to create a statewide online POLD tracking system that could be viewed by law enforcement partners, public health partners, health care providers, and other community leaders throughout the state. Work with the local law enforcement agencies to obtain data associated with their sobriety checkpoints, including working with them to collect place of last drink data, and conduct follow up investigations and undercover observations based on their data.
 - September 29 – October 1, 2014: 1-2 individuals involved in the project will attend the NLLEA's Annual Conference in Louisville, KY and one person will present on the project successes and challenges to date.
- C. The New Hampshire Liquor Commission, Division of Enforcement and Licensing will provide the following data to NLLEA:
- Number of times NHLC participates in press events related to crackdowns and any relevant materials.
 - Number and percentage of bars that are provided educational awareness of the crackdowns and/or training on avoiding over-service during crackdown periods.
 - Number and percentage of bars checked for over-service problems.
 - Number of citations issued for over-service during crackdown periods.
 - Number and percentage of bars with SIP enforcement operations conducted.
 - Number and percentage of bars charged with SIP, and number of citations issued during crackdown periods.
 - Number and percentage of impaired drivers that provide place of last drink data at sobriety checkpoints.
 - Number and percentage of licensed establishments mentioned at sobriety checkpoints.
 - Number of follow-up investigations resulting from involvement in sobriety checkpoints.

Data collection forms and expense invoices will be completed each month on the activities completed and planned for the next month. New Hampshire Liquor Commission, Division of Enforcement and Licensing will submit data collected to NLLEA within 15 days of the close of each month.

Budget

The New Hampshire Liquor Commission, Division of Enforcement and Licensing anticipates the following expenses associated with executing the deliverables in this subcontract agreement:

Enforcement Overtime

- 310 hours of overtime for high visibility and undercover operations x \$47.76/hour = \$14,805
- Benefits for overtime hours = \$2,813
- Personnel total = \$17,618.00

Travel

- Travel for 1-2 individuals to the NLLEA Annual Conference, September 29-October 1, 2014
 - Lodging = \$600 (\$100/night x 3 nights x 2 rooms)
 - Airfare = \$600 (\$300 x 2 flights)
 - Registrations will be waived per the NLLEA, and per diem expenses will be covered by NHLC
 - Total travel: \$1,200.00

Equipment

These funds will be used toward the purchase of GIS software which the Division will use to map crackdown related activities, POLD data, licensed establishment DUI referrals from other agencies and other enforcement and licensing related data.

Total equipment costs: \$5,000.00

Other Costs

- UC operating funds = \$1,000.00

These funds will be used to defray the costs associate with undercover operations including but not limited to cover charges, food and beverages for investigators assigned to work as UC's during funded operations.

- Indirect costs and audit fund set aside = \$55.00

- Total amount: \$24,873.00

The NLLEA is aware that additional funds may be needed to implement impaired driving crackdown program and collect all the data described above. The New Hampshire Liquor Commission, Division of Enforcement and Licensing will provide in-kind resources as necessary to ensure that all deliverables described in this scope of work as required for this project will be completed.