

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

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August 3, 2017

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

REQUESTED ACTIONS

Authorize the Department of Justice to enter into a subgrant with the Portsmouth Police Department (Vendor #159594-B001) for the purpose of enhancing and sustaining the New Hampshire Internet Crimes Against Children (ICAC) Task Force upon Governor and Executive Council approval through June 30, 2019. 100% General Funds.

Funding is available in account number 02-020-020-200010-2601-073-500580, Department of Justice, Attorney General, Grants Non-Federal:

Fiscal Year 2018
\$250,000

Fiscal Year 2019
\$250,000

EXPLANATION

The Department of Justice has been authorized, through the Chapter 156 Laws of 2017, to award this subgrant to the New Hampshire Internet Crimes Against Children (ICAC) Task Force in order to increase efforts in conducting proactive investigations to identify, investigate, and arrest criminals who use digital technologies to exploit children for personal or commercial gain and to increase community outreach to help citizens help detect and prevent further internet crimes against children.

This subgrant to New Hampshire ICAC will also provide programmatic assistance to affiliates who designate their personnel in these efforts, maintain forensic capacity, provide training for personnel, and other activities that enhances the effectiveness of the New Hampshire ICAC Task Force.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



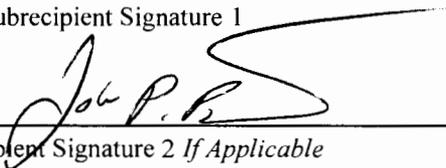
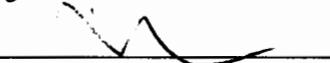
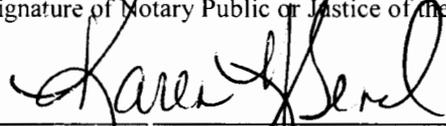
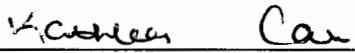
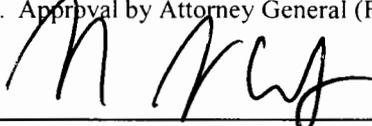
Gordon J. MacDonald
Attorney General

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol St, Concord NH 03301	
1.3. Subrecipient Name Portsmouth Police Department		1.4. Subrecipient Address 3 Junkins Avenue, Portsmouth NH 03801	
1.5 Subrecipient Phone # (603)427-1500	1.6. Account Number TBD	1.7. Completion Date 06/30/2019	1.8. Grant Limitation \$ 500,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603)271-3658	
"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 John P. Bohenko, City Manager	
Subrecipient Signature 2 <i>If Applicable</i> 		Name & Title of Subrecipient Signor 2 <i>If Applicable</i> David J. Mara, Chief of Police	
1.13. Acknowledgment: State of New Hampshire, County of Rockingham , on 5/4/17 , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12. <i>J.P. Bohenko</i> <i>5/11/17 D.J. MARA</i>			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)		KAREN A. SENECAI Notary Public - New Hampshire Commission Expires June 10, 2020	
1.13.2. Name & Title of Notary Public or Justice of the Peace Karen A. Senecal, Administrative Manager			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Kathleen Carr, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 7/24/17			
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"), 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").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
 - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
 - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her

- personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

-SCOPE OF SERVICES-

1. The Portsmouth Police Department as Sub-Recipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services to enhance and sustain the Internet Crimes Against Children Task Force (ICAC) in compliance with the terms, conditions, specifications, and scope of work as outlined in state award #2018IC01 under state solicitation 2018-ICAC.
2. The Sub-Recipient shall be reimbursed by the DOJ based on budgeted expenditures described in #2018IC01. The Sub-Recipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
3. Sub-Recipients are required to maintain supporting documentation for all grant expenses both federal and match and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.
4. All correspondence and submittals shall be directed to:
Thomas Kaempfer
NH Department of Justice
33 Capitol Street
Concord, NH 03301
603-271-8090 or Thomas.Kaempfer@doj.nh.gov

Grantee Initials B DJM
Date 5/9/17 5/11/17

EXHIBIT B

State of New Hampshire P-37 Grant Agreement

-SCHEDULE/TERMS OF PAYMENT-

1. The Sub-Recipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. Funding is contingent upon appropriated State of New Hampshire General Funds.
3. The Sub-Recipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Sub-Recipient's account receivables address per the Financial System of the State of New Hampshire.
4. The State's obligation to compensate the Sub-Recipient under this Agreement shall not exceed the price limitation set forth in form P-37 section 1.8.

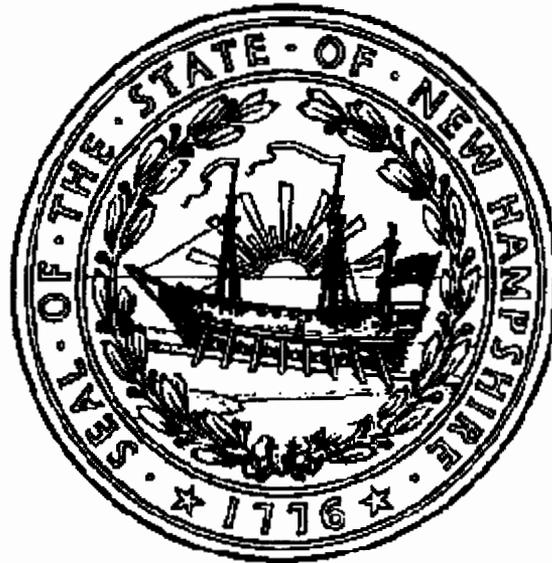
3a -The Sub-Recipient shall be awarded \$250,000.00 of the total Grant Limitation from 7/1/17 thru 6/30/2018, with approved expenditure reports.

3b -The Sub-Recipient shall be awarded \$250,000.00 of the total Grant Limitation from 7/1/18 thru 6/30/2019, with approved expenditure reports.

Grantee Initials BOJM
Date 5/9/17 5/11/17



STATE OF NEW HAMPSHIRE



DEPARTMENT OF JUSTICE

SFY 2018/2019 Internet Crimes Against Children (ICAC) State Grant Funding

EXHIBIT C

Grantee Initials BJ DSM
Date 5/8/17 5/11/17



Introduction

The Grants Management Unit (GMU) at the New Hampshire Department of Justice (NH DOJ) has the distinction of being the State Administering Agency (SAA) for multiple federal grants. Adherence to the rules, regulations, and performance measurements of those federal grants is of the utmost importance to the GMU and NH DOJ. Funding is contingent on the proper management of all federal money and this agency takes great pride in ensuring that those requirements are met. The NH DOJ often is tasked with managing state-funded grant programs. The same strict adherence to rules, regulations, and performance measurements extends to all grants managed by the GMU.

Application and Budget

Requests for funding from the NH DOJ, both federal and/or state funds, require the applicant agency to submit a project narrative, budget, and budget narrative. The NH DOJ has a standard application that includes all necessary sections that need to be completed and should be submitted at the time of requesting funds.

- ✚ The project narrative will outline the agency's goals and objectives for the funds requested.
- ✚ The budget will be a monetary breakdown, by appropriate budget category, for all funding requested to support the goals and objectives indicated in the project narrative.
- ✚ The budget narrative will explain the reason and justification in detail for the requested funds, per budget category.

All applications will be reviewed in full by the staff of the GMU and any corrections or clarifications will be requested from the applicant agency, if required.

Awards

If selected for funding the NH DOJ and the requesting agency will enter into a state approved contract, called a P-37. Included with the state contracts are the terms and conditions of the grant and must be agreed to as part of the contract process. Contracts to an agency from the NH DOJ of \$25,000 or more, cumulatively, in the state fiscal year (July to June) require approval by the Governor and Executive Council. Once approved by Governor and Council funding of the program may begin.

Grantee Initials P DSM
Date 3/9/17 5/11/17



Payments

Grant funding awarded from the NH DOJ will be paid to the receiving agency on a reimbursement basis. Expenditure reports must be submitted to the NH DOJ on a quarterly basis, with a due date of 15 days after the end of the previous quarter. For example, with an award that begins July 1 – your first quarterly expenditure report is due October 15th, or 15 days after the close of the first quarter on September 30th. Expenditure reports must be submitted to NH DOJ even if no funding was utilized.

Performance Measurements

To ensure that the goals and objectives of the project are being met, the NH DOJ requires applicant agencies to report specific performance measurements. The New Hampshire Internet Crimes Against Children (ICAC) Task Force will be required to report the following performance measurements to the NH DOJ quarterly, due with quarterly expenditure reports:

Objective	Performance Measure(s)	Data Grantee Provides
Maintain and expand state ICAC task force to prevent, interdict, investigate, and prosecute Internet Crimes against children	Percentage increase in arrests.	Number of ICAC-related arrests during the current reporting period.
Improve task force effectiveness in preventing, interdicting, investigating, and prosecuting Internet crimes against children.	Percentage increase in investigations that led to an arrest or conviction. Percentage increase in prosecutions	Number of investigators/prosecutors/education and forensic specialists dedicated during the current reporting period Number of investigations initiated for Internet crimes against children during the current reporting period. Number of prosecutions initiated for Internet crimes against children during the current reporting period. Number of investigations completed for Internet crimes against children during the current reporting period, including outcome.

Grantee Initials B DSM
Date 4/9/17 5/11/17



		Number of prosecutions completed for Internet crimes against children during the current reporting period, including outcome.
	Percentage increase in computer forensic examinations that ICAC task force completes.	Number of computer forensic examinations that ICAC task force completed during the current reporting period.
	Number of community presentations made regarding dangers of Internet crimes against children	Number of presentations and/or community meetings presented by members of the ICAC task force during the current reporting period.

In addition to the above mentioned quarterly statistics, ICAC will submit one yearly narrative report, due on or before June 30th of each year beginning June 30, 2018. The report will highlight the efficacy of the ICAC program and is intended for public release.

Other performance measurements may be requested by, but not necessarily limited to, the Governor, members of the New Hampshire Legislature, or by the Attorney General. If this were to occur the ICAC will be given an appropriate amount of time to assemble and disseminate the requested information.

Allowable Costs

Reimbursable costs under this grant include:

- ↓ Salary
- ↓ Benefits
- ↓ Training
- ↓ Equipment
- ↓ Funds to support local ICAC affiliate agencies in good standing with the New Hampshire ICAC and their efforts to combat Internet crimes against children.

Unallowable Costs

Funds awarded to the ICAC may only be used to expand or enhance funds already budgeted to or by the agency. The supplanting of locally budgeted and approved funds for routine law

Grantee Initials B DJM
Date 5/4/17 5/11/17



enforcement duties is prohibited. Other items that are generally considered unallowable, and will not be reimbursed, include but are not limited to:

- ✦ Funds to support lobbying
- ✦ Construction or physical building modifications
- ✦ Compensation of Federal Employees
- ✦ Land Acquisition
- ✦ Bonuses or Commission
- ✦ Fundraising
- ✦ Entertainment

Grantee Initials B DJM
Date 05/17 5/17



**THE STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE
GRANTS MANAGEMENT UNIT**

MISSION STATEMENT

The Grants Management Unit of the Department of Justice exists to make a difference in the lives of the citizens of New Hampshire by ensuring the proper use of federal funds for criminal justice purposes. The Grants Management Unit does this through:

- * The professional administration of grant resources;
- * The adherence to all underlying federal and state requirements;
- * The coordination of federal criminal justice resources available to the state; and
- * Efficient service and assistance.



Program Title: NH ICAC Task Force – FORENSIC SHIELD

Grant Starting Date: July 1, 2017

Ending Date: June 30, 2019

Program Implementation Date: July 1, 2017

DUNS #: 073976706

Federal Funds Requested \$ 500,000 (250,000FY18, 250,000FY19) SAM Expiration: 10/22/17

Agency Name: City of Portsmouth Police Department

Chief Elected Official/Head of Agency*

Name: David J. Mara

Title: Chief of Police

Address: Portsmouth Police Department, 3 Junkins Avenue, Portsmouth, NH 03801

Telephone: 603-610-7457

Fax: 603-433-8809

E-mail: marad@cityofportsmouth.com

Project Director

Name: Thomas A. Grella

Title: Detective Sergeant-ICAC
Commander

Address: Portsmouth Police Department, 3 Junkins Avenue, Portsmouth, NH 03801

Telephone: 603-610-7429

Fax: 603-427-1574

E-mail: grellat@cityofportsmouth.com

Financial Officer

Name: Karen A. Senecal

Title: Administrative Manager

Address: Portsmouth Police Department, 3 Junkins Avenue, Portsmouth, NH 0.801

Telephone: 603-610-7416

Fax: 603-427-1510

E-mail: senecalk@cityofportsmouth.com

*all grant-related documents will be sent to the head of agency unless head of agency requests that they be sent to the project director

**ICAC New Hampshire Task Force
Department of Justice Grant
ABSTRACT**

Grantee Name: Portsmouth Police Department

Grantee City/State/County: City of Portsmouth, NH, Rockingham County

Grantee Point of Contact

Sgt. Thomas A. Grella
NH ICAC Task Force Commander
(603) 610-7429
grellat@cityofportsmouth.com

Project Name: NH ICAC Task Force PROJECT FORENSIC SHIELD

Project Justification: Purpose of Project:

To increase efforts in conducting proactive investigations, to identify, investigate, and arrest criminals who use digital technologies to exploit children for personal or commercial gain, as well as, increase community outreach.

Project Description:

Monies awarded will provide programmatic assistance to affiliates who designate their personnel in these efforts.

The task force is staffed with competent team members. Forensic examiners, astute to emerging technologies and techniques to process computers and other media systems. Investigators and interviewers are aware of criminal methodologies, trends, and habits utilized by commercial enterprises that seek to exploit children.

It is important to provide community education and its connection to crime prevention. Curriculum will be distributed through community outreach programs, live presentations, or through learning institutions. By educating community members, we hope to lower the victimization rates while increasing the number of bona fide police reports. Ultimately, this allows the police to respond faster and with greater effectiveness to these crimes.

The monies will also be utilized to maintain forensic capacity and to provide training to personnel.

Amount Requested: \$ 500,000
(\$ 250,000 FY18/250,000 FY19)



Project Narrative:

The mission of the New Hampshire ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC.

High speed internet access and other connected technologies have never been more accessible. Even in the state's most remote areas we find these technologies flourishing especially well. The latest mobile devices now allow users to harness nearly all the capabilities of fully functional desktop workstations while still being located in the most rural areas. Marketing strategies have also facilitated computer usage.

Cellular technology offers a cheap, if not free, way for children to socialize with their peers. The adoption of text messaging by teenagers is simply extraordinary. Text messaging has actually surpassed verbal communication as the primary way of interacting in areas throughout the country. According to an April 9, 2015 report from the Pew Research Center, 92% of teens go online daily, including 24% who said they go online "almost constantly". Teenagers and adolescents interact with strangers in social networking sites such as Omegle.com, MeetMe and Tumblr. These interactions have resulted in the potential exploitation of naive children. We are seeing a similar trend in the online gaming community. Interactive video games are now the norm. This means that once the game is integrated with an internet connection, the player can play with (or against) other live players around the world and while doing so, can communicate directly with their peers.

That's not to say that computer technology hasn't had a positive impact on young people. Communication has never been so accessible and inexpensive. Kids can now socialize with their friends anywhere without restriction. Facebook continues to be one of the most popular and frequently used social media platforms among teens; half of teens use Instagram, and nearly as many use



Snapchat.¹

Unfortunately, as the country embraced computer technology, simultaneously, a more nefarious group migrated to the internet. Criminals immediately realized that the internet could be used to promote their illicit activities. At the forefront of this movement were individuals seeking to exploit children naive to the dangers of online communications. Other studies draw similar conclusions. Another survey reports: “One-third of teens are considering meeting face-to-face with a stranger they met online with 14% of those confirming that they have already had such an encounter.” In addition, 45% of those polled have been solicited for personal information by a stranger. More alarming, is the fact that only 18% of youth said they disclosed these encounters with their parents or guardians. To reduce the online exploitation of children, ICAC Task Force members must be astute with the latest advances in technology. This is far from an easy assignment, because when new technology emerges, so does the complexity and volume of these cases.

Meeting these challenges starts with training, education, and logistical support. Digital evidence cannot be processed by just anyone. The skill-set of forensic examiners represents the highest level of expertise in the law enforcement arena. The current economic climate has not helped to meet these tasks. Local, county, and state law enforcement agencies continue to see their budgets cut.

Combined with all this, despite continued task force growth, the alarming fact remains: the online exploitation of children is not subsiding. Hence, the NH-Department of Justice Grant is essential for NH ICAC Task Force to protect children. The NH ICAC Task Force is proud to assert it was one of the First Tier ICAC task forces established under the 1998 Department of Justice Grant. Since then, the NH ICAC Task Force continued to build its capacity in order to improve its ability to arrest

¹ <http://www.pewinternet.org/2015/04/09/teens-social-media-technology-2015/> “Teens Media & Technology Overview 2015



criminals that exploit our youth. We propose to continue achieving this goal by using grant funds for: Training, improvements to our lab located in Manchester, continue to support workstations throughout the state, case investigations, victim identification, case referrals, information sharing, and community outreach programs.

Project/Program Description Design and Implementation:

This project will run for a period of 24 months. The project shall begin July 01, 2017 and end on June 30, 2019.

The Portsmouth Police Department will serve as grantee. Detective Sergeant Thomas A. Grella will serve as the Task Force Commander and project director with overall responsibility for project management and budget oversight.

As the grantee, the Portsmouth Police Department will have the responsibility for overall project oversight, fiscal management, quality control, and supervision of affiliate agencies. The Portsmouth Police Department will implement and oversee investigations, community outreach and training related to this project. The Portsmouth Police Department will work with the established network of task force affiliate agencies within New Hampshire, (currently at 98). These agencies offer technical resources, criminal investigators and forensic examiners for investigating technology-facilitated crimes against and exploitation of children.

The Portsmouth Police Department retains primary responsibility for receiving, assigning and disseminating all ICAC leads to include: Cybertips, Peer-to-peer investigations, solicitation investigations, and traveler cases throughout the state. The Portsmouth Police Department will be responsible for all reporting requirements of this grant to include statistical reporting (compiling, collating and reporting), Progress Reports, case tracking, and any other reporting as required by the State of New Hampshire.



**FY18 NH ICAC: Forensic Shield Grant
New Hampshire Department of Justice**

Project Goal	Objective	Performance Measure	Data Grantee Provides
Properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; provide training and equipment to those involved in investigating and prosecuting ICAC; and provide community education regarding the prevention of ICAC.	Maintain and expand state ICAC task force to prevent, interdict, investigate, and prosecute Internet Crimes against children	Percentage increases in arrests	Per reporting period, provide # of ICAC related arrests
	Improve task force effectiveness in preventing, interdicting, investigating, and prosecuting Internet crimes against children.	Percentage increase in: documented complaints, # investigations, Case dispositions, child victims identified, and cases prosecuted	Per reporting period, provide # of ICAC related investigative activities by category
	Increase proactive efforts by identifying individuals in NH who are accessing child pornography	Percentage increase in computer forensic examinations that ICAC task force completes.	Per reporting period, provide # of ICAC related computer forensic exams
	Improve community outreach through media, education, and events	Percentage increase in public presentations, events, and public awareness campaigns	Per reporting period, provide # ICAC related community outreach events.

Sustainability and Evaluation Plan:

Sustainability

These types of investigations have no boundaries and are a statewide problem. The federal government acknowledged the need for coordinated agency effort to combat this issue. Since its inception, the ICAC program has been funded solely with federal grant funds that have resulted in many investigations leading to the arrest and conviction of perpetrators in NH. However, since 1998, the access to the internet and the volume of unidentified perpetrators has increased to a level that exceeds the federal funding allocated for these investigations.

The federal funding cannot solely support all these investigative efforts. Currently, the NH ICAC Task Force is level funded each year. Due to the statewide nature of the problem, the expertise required to investigate these crimes, and the randomness of where these perpetrators are within the state, it is impractical for individual agencies to maintain this type of specialized investigator within their agency or to absorb the additional costs for investigators along with the costly investigative equipment required. As such, without the NH grant funding, the level of investigations and community outreach would return to the



levels supported by the federal government.

Evaluation Plan

The ICAC task forces across the nation utilize ICAC Data Systems to collect and track data from each affiliate agency. On a monthly basis, these agencies are required by the federal grant program to submit monthly activity. In addition, the Task Force Commander is required to prepare and submit a bi-annual progress report to the federal government. As a requirement for the ICAC Forensic Shield project, the commander will provide quarterly data and written progress reports indicating the comparison to prior year's federal activities to show the increase in activity resulting from the NH funding, should this grant be approved.

Program Management/ Administrative Capabilities:

In 1998, the Portsmouth Police Department acted as a grantee and lead agency for the ICAC Task Force Program, in Northern New England.. In the initial days of the Task Force, the Portsmouth Police Department managed all grant operations conducted by what was then known as the Northern New England ICAC Task Force. This included Portsmouth Police Department as well as a small number of affiliate agencies from Maine and Vermont.

Past employees of the Portsmouth Police Department continue to be highly active with the current ICAC mission. For example, former Portsmouth Police Chief Bradley J. Russ, is the Program Director for the National Criminal Justice Training Center of Fox Valley College as well as Retired Detective Timothy West, who is the Program Coordinator of the Montana ICAC Task Force.

The accomplishments of these individuals and the current staff at the Portsmouth Police Department ensure that the NH ICAC Task Force is one of the most progressive in the nation. This also demonstrates an effective management strategy which spans more than nineteen years. All



evidence points to the Portsmouth Police Department as having the required capabilities and competencies to carry out this project.

Detective Sergeant Thomas A. Grella currently acts as the Commander of the NH ICAC Task Force and has served in that capacity since 2011. He has over 26 years of law enforcement experience. He has received advanced training in the management and supervision of the ICAC Task Force.

The task force *lead* agencies affiliated with the task force are Concord, Nashua, Manchester, Rochester, Hinsdale, Derry, Bedford, and Portsmouth. Investigators from these agencies provide assistance on a collateral duty basis at their agency. These investigators have various skills sets that contribute to the overall mission of the task force. In addition, there are many other agency affiliates with the task force whose investigators provide assistance on an as needed basis. The overall total of agencies who have signed agreements with the NH ICAC Task Force is 98.

Karen Senecal is the Administrative/Fiscal Manager for this project. Ms. Senecal acts as the financial point of contact for this project. She is tasked with maintaining all fiscal documentation relevant to accounts receivable and payable. This includes management of grant monies, salary, employee benefits, audits, and other fiscal duties. No portion of Ms. Senecal's salary or benefits will be paid by this project.

Project start - 07/01/2017 Project end – 06/30/2019

A	Personnel /Salaries	\$178,319
B	Personnel / Fringe Benefits	\$124,246
C	Travel	\$15,300
D	Equipment	\$12,000
E	Supplies	\$32,205
F	Construction	\$0
G	Consultants & Contracts	\$132,850
H	Other	\$5,080
I	Indirect Costs	\$0

TOTAL **\$500,000**

A) PERSONNEL SALARIES

Regular Salaries	7/1/17 - 6/30/18 12mo. Costs	2% Cola 7/1/18 - 6/30/19 12mo. Costs	%	24-mo Salary
100% Bourque, Steve (Rochester Police Department), NH) <small>07/01/16-06/30/17</small>	\$60,433	\$61,642	1.00 =	\$122,075
40% Tompkins, Scott (Derry Police Department) <small>07/01/16-06/30/17</small>	\$69,610	\$71,002	0.4 =	\$56,245

Total 12-Month Salary **\$178,319**

B) PERSONNEL FRINGE BENEFITS

Regular Benefits	07/01/16-06/30/17 12 mo. Costs	2% Cola (sal/Hlth/Dnt) 7/1/18 - 6/30/19 12mo. Costs	%	12-mo Benefits
100% Bourque, Steve (Rochester PD)				
Holiday Pay	\$2,557	\$2,608	1	\$5,165
Early Report	\$3,777	\$3,853	1	\$7,630
Longevity Pay	\$0	\$0	1	\$0
Clothing Stipend	\$500	\$510	1	\$1,010
Special Detail Stipend	\$0	\$0	1	\$0
Health	\$19,879	\$20,276	1	\$40,155
Dental	\$250	\$255	1	\$505
AD&D	\$0	\$0	1	\$0
Retirement	\$19,650	\$20,042	1	\$39,692
Medicare	\$968	\$987	1	\$1,956

Life	\$9	\$9	1		\$18
	\$47,589	\$48,541	1	=	\$96,130

40% Tompkins, Scott (Derry PD)

Holiday Pay	\$0	\$0.00	0.4		\$0
Longevity Pay	\$520	\$530.40	0.4		\$420
Clothing Stipend	\$650	\$663.00	0.4		\$525
Special Detail Stipend	\$0	\$0.00	0.4		\$0
Health (Buyout)	\$8,349	\$8,516.35	0.4		\$6,746
Dental	\$959	\$977.85	0.4		\$775
AD&D	\$190	\$190	0.4		\$152
Retirement	\$23,096	\$23,558	0.4		\$18,662
Medicare	\$1,017	\$1,037	0.4		\$822
Life	\$17	\$17	0.4		\$13
	\$34,798	\$35,490.13	0.4	=	\$28,115

Total 12-month Benefits \$124,246

C) TRAVEL

<u>Purpose</u>	<u>Location</u>	<u>Item</u>	<u>Calculation</u>	<u>Cost</u>
<u>Training-Forensic Capacity</u>	TBD	Lodging	(9 x 150 x 4nights x 2)	\$2,700
		Airfare	(9 x 400 x 2)	\$7,200
		Meals	(9 x 75 x 4 x 2)	\$5,400
<u>Meetings</u>	TBD	Lodging	(\$0 x 0 x 0 x 0)	\$0
		Airfare	(\$0 x 0)	\$0
		Meals	(\$0 x 0 x 0 x 0)	\$0
			(0x0)	\$0

Total Travel \$15,300

D) EQUIPMENT

Celebrite (mobile forensic device)	(1 x 12000)	\$12,000
		\$0

Total Equipment \$12,000

E) SUPPLIES

Workstation (PC, monitor, printer)	(4ea x \$1000)	\$4,000
Cell Phones	(9 ofc x 50ea x 12mo x 2yr)	\$10,800
Optical Media (i.e. magnetic, flash media)	(9ofc x \$150ea x 2yr)	\$2,700
Productivity Software (i.e. MS Office 2@2504)	(9ofc x \$250ea x 1)	\$2,250
Electronic Evidence Protection Supplies	(9ofc x \$150 x 2yr)	\$2,700
Community Outreach/Marketing supplies (ex: programs, flyers)	\$4878per yr x 2yr	\$9,755

Total Supplies \$32,205

F) CONSTRUCTION

NONE	N/A	\$0
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Total Construction \$0

G) CONSULTANTS & CONTRACTS

Agency: **Manchester Police Department**

7/1/17 - 6/30/18
12mo. Costs

2% Cola
7/1/18 - 6/30/19
12mo. Costs

				# Hours		
Det. Rob Tremblay	OT Rate	\$55	\$56			
	Medicare	\$1	\$1			
	Retirement	\$16	\$17	FY18	FY19	
	Total Contract Rate	\$72	\$73	125	125	\$18,175.96
Total Manchester						\$18,176

Agency: **Manchester Police Department**

				# Hours		
Det. Matthew Solari	OT Rate	\$55	\$56			
	Medicare	\$1	\$1			
	Retirement	\$16	\$17	FY18	FY19	
	Total Contract Rate	\$72	\$73	125	125	\$18,175.96
Total Manchester						\$18,176

Agency: **Bedford Police Department**

				# Hours		
Det. Matthew Fleming	OT Rate	\$51	\$52			
	Medicare	\$1	\$1			
	Retirement	\$15	\$15	FY18	FY19	
	Total Contract Rate	\$67	\$68	125	125	\$16,854.07
Total Bedford						\$16,854

Agency: **Nashua Police Department**

				# Hours		
Det. Dan Hodges	OT Rate	\$54	\$55			
	Medicare	\$1	\$1			
	Retirement	\$16	\$16	FY18	FY19	
	Total Contract Rate	\$71	\$72	125	125	\$17,845.49
Total Nashua						\$17,845

Agency: **Nashua Police Department**

				# Hours		
Det. Peter Laroche	OT Rate	\$54	\$55			
	Medicare	\$1	\$1			
	Retirement	\$16	\$16	FY18	FY19	
	Total Contract Rate	\$71	\$72	125	125	\$17,845.49
Total Nashua						\$17,845

Agency: **Concord Police Department**

				# Hours		
Det. Joe Chaput	OT Rate	\$51	\$52			
	Medicare	\$1	\$1			
	Retirement	\$15	\$15	FY18	FY19	
	Total Contract Rate	\$67	\$68	125	125	\$16,854.07
Total Concord						\$16,854

Agency: **Concord Police Department**

			# Hours		
Det. Michael Cassidy	OT Rate	\$52	\$53		
	Medicare	\$1	\$1		
	Retirement	\$15	\$16	FY18	FY19
	Total Contract Rate	\$68	\$69	125	125
					\$17,184.54
				Total Concord	\$17,185

Agency: **Other NH ICAC Affiliate providing support to an ICAC Operation***

			# Hours		
* As apprvd by NH ICAC Cmdr	OT Rate	\$50	\$51		
	Medicare	\$1	\$1		
	Retirement	\$15	\$15	FY18	FY19
	Total Contract Rate	\$65	\$67	75	75
					\$9,914.16
				Total	\$9,914

Total Consultants & Contracts \$132,850

I) OTHER

Internet Access- undercover account	(\$100 x 12accts x 2yr)	\$3,000	
Forensic Certifications	(\$395 x 2cert x 2yr)	\$1,580	
Professional Forensic Memberships	(\$250 x 2yr)	\$500	
Undercover U.S. Mailbox	(00 x 0)	\$0	
Production Software/Lic. Renewals	(0 x*0)+(0 x 0)+(0 x 0)	\$0	
			Total Other \$5,080

J) INDIRECT COSTS

NONE	N/A	\$0	
			Total Indirect Costs \$0



New Hampshire Department of Justice

BUDGET NARRATIVE:

Personnel (Salaries and Fringe Benefits):

Detectives Steve Bourque and Scott Tompkins. He have attended extensive training in computer forensics and achieved status as the forensic examiner for the ICAC Taskforce. Detective Bourque will provide 100% of his duty time and Detective Tomkins will provide 40% of his duty time to conducting ICAC forensic examinations, investigations, and assisting local federal law enforcement bureaus on a case-by-case basis. As such, this project will provide for reimbursement of a portion (100% and 40 respectively) of Det. Bourque and Detective Tompkins salary and benefits.

Definitions:

Personnel/Salary: The collective bargaining agreements at Rochester and Derry police departments dictate the salary and benefits of each detective. As a result, the salary figures included in the grant for the second year are **projected** based on an average 2% COLA increase effective 7/1/18.

Fringe:

Holiday Day Pay: Includes 11 contractual holidays for Bourque and 0 for Tompkins

Longevity Pay: A stipend based on years of service of their employment.

Clothing Stipend: A stipend for required clothing.

Special Detail Pay: A stipend for being promoted to Detectives, per contract.

Early Report Pay: A Stipend to report for roll call 15 minutes before shift (Bourque)



Health: Employer portion of health insurance premiums for Bourque. The rates are established by the Rochester police department. Health Buyout stipend for Tompkins. Rate set by Derry police Department.

Dental: Employer portion of dental insurance premiums. The rates are established by the Derry and Rochester police departments.

Retirement and Medicare: In the state of NH, all public employees are required to participate in the New Hampshire Retirement System (NHRS). The rate for FY18 & 19 (city's fiscal year) will be 29.43%.

Medicare: Sworn staff/employer are required to pay Medicare on these earnings (1.45%)

Life: Employer portion of life insurance premiums. The rates are established by the Derry and Rochester police departments.

Travel:

The travel expenses are directly related to two trainings per year. Investigators will be exposed to the latest investigative techniques, behavioral issues of the offender and many other break-out sessions relative to investigating child exploitation cases. The sources for training will be carefully selected, will be industry-known as first rate training opportunities, and during this grant cycle we intend to send nine investigators.

As computer science is a constantly changing topic, we strive to train investigators in these areas to continue their education in technology facilitated crimes against the exploitation of children.

Equipment:

The equipment item listed allows the NH ICAC Task Force to increase its capacity and capability to investigate technology related crimes against and exploitation of children. The



Cellebrite mobile forensic device allows for the extraction of evidence related to investigations from mobile devices.

Supplies:

Workstations/Optical Media/Productivity Software: The supplies listed will outfit the lab to accommodate the increase in staffing. Four workstations will be added to the ICAC Lab in Manchester, to include storage media and productivity software.

Cell Phones: In addition to effectively investigate undercover operations each investigator will be outfitted with a cell phone.

Electronic evidence protections supplies: To protect evidence there are tools and equipment need to maintain its integrity.

General supplies: Lastly community outreach and marketing supplies to include programs flyers and handouts will be used to internet safety presentations and other educational efforts.

Construction:

No construction costs are included in this proposal.

Consultants and Contracts:

This grant includes funds for reimbursement of overtime expenses to the lead affiliates of NH ICAC. The cities of Concord, Manchester, Bedford, and Nashua, have historically dedicated personnel and resources to the NH ICAC efforts. With the current economy, it is very difficult for these local jurisdictions to justify spending local tax dollars to fund overtime expenses for investigations which may lie outside their primary jurisdiction. This allocation of funds will allow for continued and increased participation by these local agency investigators in the NH ICAC investigative efforts.



The calculation for per hour cost in this section is based on the employee's overtime rate (provided by the agency for rates effective on 7/1/17 and projected 7/1/18), plus Medicare (1.45%) and the New Hampshire Retirement System mandated employer contribution rate of 29.43% (detailed above under the Fringe section). Agencies listed in this section submit signed payroll records that include a date/per hour breakdown of costs attributable to approved grant related activities for reimbursement.

Other:

These costs represent the 12 months of having general internet access, covert/undercover ISP accounts.

Indirect Costs:

No indirect costs are included in this proposal.

Summary:

The total amount requested by the Portsmouth Police Department for the New Hampshire Internet Crimes Against Children Task Force is \$500,000.



I have read and understand the grant guidance provided with this application, to include specific guidelines and conditions, debarment certifications and other included materials provided with this application or solicitation.

In submitting this application, the applicant agrees to comply with the grant requirements set forth in the grant program guidance, grant award documents and other materials provided by the NH Department of Justice and/or the U.S. Department of Justice.

Name of Individual submitting application: Janen Senecal

Date submitted: 5-11-17

Please Note: This application is intended to be submitted electronically. Original signatures, if required, will be obtained at a later date if an award is made. Attachments listed on the checklist should be scanned and submitted with the application. All application documents should be submitted electronically.

CERTIFICATE OF AUTHORITY

I, Kelli L. Barnaby, City Clerk for the City of Portsmouth, do hereby certify that:

Upon the City Council's vote to accept any grant, the City Manager is authorized to enter into grant agreements with local, state and federal agencies. His authority is found in the Revised Charter of the City of Portsmouth, Articles 1 and 5,

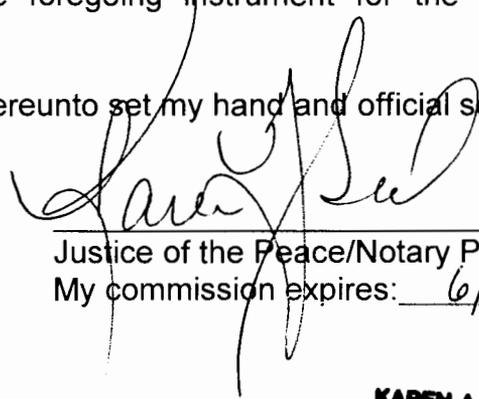
IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of the City of Portsmouth, New Hampshire this 17th day of July, 2017.


Kelli L. Barnaby
City Clerk

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS

On this 17 day of July, 2017, before me, the undersigned officer, personally appeared Kelli L. Barnaby, who acknowledged herself to be the City Attorney of the City of Portsmouth, New Hampshire and that she, as City Clerk, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Justice of the Peace/Notary Public
My commission expires: 6/10/2020

KAREN A. SENECHAL
Notary Public - New Hampshire
My Commission Expires June 10, 2020



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member</i> City of Portsmouth One Junkins Avenue Portsmouth, NH 03801	<i>Member Number</i> 275	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not
<input type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2016 1/1/2017	1/1/2017 1/1/2018	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)
Description: Proof of Primex Member coverage only.			

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
NH Department of Justice 33 Capitol St Concord, NH 03301			By: <i>Tammy Denver</i> Date: 12/28/2016 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

New Hampshire Public Risk Management Exchange

PUBLIC ENTITY WORKERS' COMPENSATION COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Members and approved Not-for-Profit Corporations.
See Schedule of Members and Schedule of Not-for Profit Corporations.
- ITEM 2. Document Number** **WC070116**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2016 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2017.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2017 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2018.
- ITEM 4. Description** Part A Workers Compensation
Part B Employers' Liability
- ITEM 5. Limits of Liability** Part A Workers Compensation Statutory
Part B Employers' Liability:
- | | |
|----------------------------|-------------|
| Bodily Injury by Accident: | \$2,000,000 |
| Bodily Injury by Disease: | \$2,000,000 |
- ITEM 6. Member Deductible** None
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

New Hampshire Public Risk Management Exchange

PUBLIC ENTITY VOLUNTEER MEDICAL ACCIDENT COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Property/Liability Program Members and Workers Compensation Members
See Schedule of Members for Both Programs
- ITEM 2. Document Number** **VMA070116**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2016 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2017.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2017 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2018.
- ITEM 4. Description** **Volunteer Medical Accident Coverage**
- ITEM 5. Limits of Liability** **The limit of our liability:**

\$10,000 for reasonable and necessary medical expenses incurred within two (2) years of the accident date, and excess of any other insurance or coverage, for injuries sustained by a Volunteer within the scope and arising out of their assigned volunteer activities for you.
- ITEM 6. Member Deductible** **None**
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer