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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

August 10, 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 State Police, to accept and expend \$10,584.00 of federal pass-through funds from the NH Department of Justice to purchase a Cellebrite Universal Forensic Extraction Device (UFED) for the Detective Bureau. Effective upon Governor and Council approval through September 30, 2017. Funding Source: 100% Agency Income.

Funds are to be budgeted in the following account:

02-23-23-234010-33450000 Dept. of Safety – Division of State Police – NHDOJ Grants

<u>Class</u>	<u>Description</u>	<u>Current Adjusted</u>		<u>Revised</u>
		<u>Authorized</u>	<u>Requested Action</u>	<u>Appropriation SFY 2017</u>
009-407085	Agency Income	\$ (254,969.00)	\$ (10,584.00)	\$ (265,553.00)
030-500331	Equipment	0.00	10,584.00	\$ 10,584.00
037-500173	Technology - Hardware	1,000.00	0.00	\$ 1,000.00
039-500188	Telecommunications	600.00	0.00	\$ 600.00
040-500800	Indirect Cost	20,284.00	0.00	\$ 20,284.00
046-500460	Consultants	30,669.00	0.00	\$ 30,669.00
050-500109	Personal Services-Temp	41,912.00	0.00	\$ 41,912.00
059-500117	Temp Full Time	79,499.00	0.00	\$ 79,499.00
060-500606	Benefits	44,955.00	0.00	\$ 44,955.00
070-500705	In-State Travel	10,050.00	0.00	\$ 10,050.00
080-500710	Out-of-State Travel	26,000.00	0.00	\$ 26,000.00
	Total	\$ 254,969.00	\$ 10,584.00	\$ 265,553.00

Explanation

The New Hampshire State Police Detective Bureau will purchase a Cellebrite UFED data extraction device that has the ability to extract both physical and logical data from mobile devices such as cellular phones and other hand-held mobile devices. The device has the ability to recover deleted data and decipher encrypted and password protected information, which will aid in investigations of child abuse and neglect, child sexual exploitation, and child homicide.

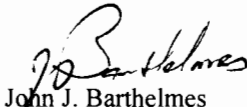
Funds are to be budgeted as follows:

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The funds in Class 030, Equipment, will be used to purchase the Cellebrite UFED device.

In the event that federal pass-through funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

**Department of Safety
NHDOJ Grants
Fiscal Situation**

Federal Funds Awarded:	
Sexual Assault Justice Initiative Grant - 7/1/16-12/31/2018	\$347,005.00
Detective Bureau MOU - Upon approval - 9/30/2017	\$10,584.00
Total Grant Funds Awarded	\$357,589.00
Less SFY 2017 expenses	<u>(\$64,625.74)</u>
Total	(\$64,625.74)
Net Grant Funds Remaining as of July 1, 2017 (SFY 2018)	\$292,963.26
Less SFY 2018 Appropriation including prior year encumbrances 02-23-23-234010-33450000	(\$254,969.00)
Excess grant funds available to appropriate	<u>\$37,994.26</u>
This Request	\$10,584.00

State of New Hampshire

Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Justice (“Agency 1”) is a duly constituted agency of the State of New Hampshire;

Whereas, the New Hampshire Department of Safety (“Agency 2”) is a duly constituted agency of the State of New Hampshire;

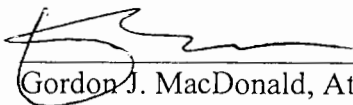
Whereas, Agency 1 is responsible for administering funding through its Children’s Justice Act Grant to fund projects to enhance the investigation of child abuse and neglect cases, child sexual exploitation cases and child homicide cases; and

Whereas, Agency 2 desires to purchase a **Cellebrite UFED (Universal Forensic Extraction Device) Touch2** data extraction device, which has the ability to extract both physical and logical data from mobile devices such as cellular phones and other hand-held mobile devices, including the ability to recover deleted data and decipher encrypted and password protected information, which will aid it’s investigations of child abuse and neglect, child sexual exploitation and child homicide.

NOW THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. Agency 2 agrees to order a **UFED Touch 2** data extraction device from the Cellebrite company;
2. Agency 1 agrees to pay Cellebrite \$10,499 for the purchase price of the Cellebrite **UFED Touch 2** data extraction device and \$85.00 for the shipping and handling fee, for a total of \$10,584. Payment shall be provided from 020-20-20-201510-4460-072
3. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
4. The Memorandum of Understanding is effective until September 30, 2017.
5. This memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
6. The parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the parties and are not legally enforceable.

7. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
8. This agreement shall be construed in accordance with the laws of the State of New Hampshire.
9. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
10. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
11. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings related hereto.
12. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.
13. ***FOR AGENCY 1 Department of Justice:***



Gordon J. MacDonald, Attorney General

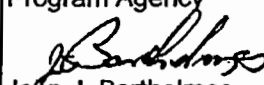
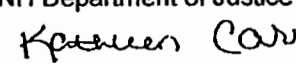
Date: 8/21/17

14. ***FOR AGENCY 2 Department of Safety***



John J. Barthelmes, Commissioner

Date: 8/7/17

STATE OF NEW HAMPSHIRE		
DEPARTMENT OF JUSTICE		
GRANT AWARD		
Agency Name:	Dept. of Safety-State Police	Vendor No.: 177878-B001
Program Name:	Sexual Assault Investigative Services	Amount: \$ 347,005.00
Grant Start Date:	07/01/2016	State Grant Number: 2016SAJI03
Grant End Date:	06/30/2017	Federal Grant Number: 2016-SI-AX-K001
Appropriation No.:	02-20-20-201510-5202-072-500574	
Head of Agency	Project Director	Fiscal Officer
John J. Barthelmes Safety Commissioner 33 Hazen Drive Concord, NH 03305 603-223-3856	Lieutenant Scott Gilbert Commander, Major Crimes Dept. of Safety 33 Hazen Drive Concord, NH 03305	Administrator III Department of Safety Division of State Police Office (603)223-8355 Fax (603)271-0336
Federal Grant Name:	Sexual Assault Justice Initiative	
Federal Agency:	United States Department of Justice	
Bureau/Office:	Office of Justice Programs	
CFDA Number:	16.017	
Purpose of Grant:	Sexual Assault Investigative Services	
Program Requirements:	Adherence to Program Conditions and Guidelines.	
Match Requirements:	Match must be spent on program allowable activities.	
Program income Requirements:	Program Income must be reported and spent on program allowable activities.	
Reporting Requirements:	Monthly or quarterly Financial reports. Required Performance reports and audit. Adherence to Program Conditions and Guidelines. Completion of Monitoring forms and processes.	
Approval	Program Agency	NH Department of Justice
Name	 John J. Barthelmes	 Kathleen B. Carr
Title	Safety Commissioner	Director of Administration
Date		8-3-16
All terms of this grant award are not valid unless signed by both authorized parties.		