

138 MLC



State of New Hampshire

DEPARTMENT OF SAFETY
 OFFICE OF THE COMMISSIONER
 33 HAZEN DR. CONCORD, NH 03305
 603/271-2791

JOHN J. BARTHELMES
 COMMISSIONER

May 11, 2018

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 \$16,200.00 of federal pass-through funds from the NH Department of Justice to support the Project Safe Neighborhood law enforcement team. Effective upon Governor and Council approval through June 30, 2019. 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 2018</u>
009-407085	Agency Income	\$ (265,553.00)	\$ (16,200.00)	\$ (281,753.00)
018-500106	Overtime	\$ -	\$ 12,378.00	\$ 12,378.00
030-500331	Equipment	\$ 10,584.00	\$ 0.00	\$ 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	Part Time Salaries	\$ 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	\$ 3,822.00	\$ 48,777.00
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	\$ 265,553.00	\$ 16,200.00	\$ 281,753.00

Explanation

This item will authorize the Department of Safety, Division of State Police, to accept and expend federal pass-through funds in support of the Project Safe Neighborhood program previously approved by Governor and Council on February 7, 2018. These funds will be used to increase patrols in identified high crime areas within the City of Manchester. Under the Project Safe Neighborhoods project, the Manchester Police Department and the New Hampshire State Police (NHSP), in collaboration with the NH Department of Corrections, Probation and Parole Division, will be conducting joint patrols within areas of the City of Manchester that have been specifically identified through data and analysis as "gun crime hot spots".

The primary goals of this effort are not only to increase law enforcement presence in these identified areas, but also to develop positive and healthy interaction with members of the community and to arrest criminal offenders. Through these focused

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patrols, the residents within the designated areas containing “gun crime hot spots” are expected to receive a strong deterrent message, which is anticipated to have a long lasting residual effect throughout these neighborhoods and within the City.


Funds are to be budgeted as follows:

Class 018 funds, Overtime, are needed to pay for the patrols.

Class 060 funds, Benefits, are needed in to pay benefits as related to the overtime.

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 - 9/13/2017 - 9/30/2017	\$10,584.00
Project Safe Neighborhood MOU - Upon approval - 06/30/2019	\$16,200.00
Total Grant Funds Awarded	\$373,789.00

Less SFY 2017 expenses	<u>(\$64,625.74)</u>
Total	(\$64,625.74)

Net Grant Funds Remaining as of July 1, 2017 (SFY 2018)	\$309,163.26
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Less SFY 2018 Appropriation including prior year encumbrances 02-23-23-234010-33450000	(\$265,553.00)
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Excess grant funds available to appropriate	<u>\$43,610.26</u>
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This Request	\$16,200.00
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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 providing funding through a subgrant to Agency 2 as herein described in the application that was submitted to the Bureau of Justice Assistance on March 24, 2017.

Whereas, Agency 1 desires to enter into a subgrant with Agency 2 for a term from Governor and Council approval through September 30, 2019 in an amount to not exceed ~~\$16,200~~ *


Whereas, Agency 2 is responsible for adhering to all conditions as set forth in their Application, federal financial rules and all applicable state rules and regulations of procurement;

Whereas, Agency 2 desires to fund overtime for overtime hotspot patrols beyond the performance of their regular duties;

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 1 agrees to pay Agency 2 the amount of \$16,200.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-4469-072-500576.
2. Agency 2 agrees to perform the services described in the attached MOU Exhibit A which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. 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.
5. The Memorandum of Understanding is effective until September 30, 2019


6. 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.
7. 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.
8. 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.
9. This agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. 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.
11. 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.
12. 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.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.
14. **FOR AGENCY 1 Department of Justice:**



Gordon J. Macdonald, Attorney General

Date: 4/19/18

15. **FOR AGENCY 2 Department of Safety:**



John J. Barthelmes, Commissioner

Date: 4/19/18

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	<i>J. Barthelmes</i> John J. Barthelmes	<i>Kathleen Carr</i> 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.		

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

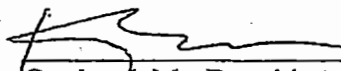
Whereas, Agency 2 desires to purchase a Cellebrite UFED (Universal Forensic Extraction Device) Touch2 data extraction device, which has the ability to extract both physical and logical data from mobile devices such as cellular phones and other hand-held mobile devices, including the ability to recover 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: 8/2/17