

BOARD of POLICE COMMISSIONERS

of the

City of Portsmouth, N.H.



Commissioner Brenna Cavanaugh, Chair...Commissioner Joseph J. Onosko...Commissioner Joe Plaia

"Providing Citizen Oversight of Your Police Department"

NOTICE: The Police Commission has a dedicated phone number at the police department.

You can call the Commissioners at 603-610-7471 and leave a message regarding your concerns, along with your name and a telephone number. The Commissioners will be advised of your message and someone will return your call in a timely fashion. You can also email the Commissioners directly through the Police Department webpage, by clicking on "Police Commission", and then clicking on any of the Commissioners' names.

PUBLIC NOTICE OF POLICE COMMISSION MEETING

DATE: March 28th, 2017 (Tuesday)
**LOCATION &
TIME:** 3:30 p.m., Wm. Mortimer Conference Room, Police Dept.
Please see important note on the start time:

NOTE: The meeting will start at 3:30 p.m. in the Wm. Mortimer Room. It is anticipated the commission will go into a non-public session immediately, as provided for under RSA 91-A:3 II (a): "Dismissal, promotion or compensation of any public employee or the investigation of any charges against an employee..." The public session will then resume in Council Chambers whenever the non-public session is finished, which should be at or about 5:30 p.m.

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. ACCEPTANCE OF THE MINUTES OF THE MEETINGS HELD ON:

February 28, and March 16th, 2017 (Anticipated Action: A motion will be made to accept the minutes of the February 28th, and March 16th, 2017 meetings.)

V. PUBLIC COMMENT

Individual comment is limited to five minutes.

VI. UNFINISHED BUSINESS: None.

VII. NEW BUSINESS:

A. POLICE COMMISSION:

1. Commissioner Cavanaugh:
 - a. Introduce a policy to be added to the Rules and Order of the Commission regarding communication/device use by Police Commissioners during meetings.
2. Commissioner Onosko:
 - a. Update on IACP Executive Search/timeline
3. Commissioner Plaia:
 - a. Adopt additional changes to the Police Commission Rules and Order re: Media Policy

B. CHIEF OF POLICE:

1. Swearing-In of Officer Connell Loughlin
2. Accreditation Update
3. Monthly Traffic Data
4. Grant:
 - a. A grant in the amount of \$500,000 from the New Hampshire Department of Justice for the New Hampshire ICAC Task Force Project Forensic Shield. The purpose of the project is 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 efforts.
(Anticipated Action: A motion will be made to accept the grant

in the amount of \$500,000 from the New Hampshire Department of Justice for the New Hampshire ICAC Task Force Project Forensic Shield, contingent upon appropriated State of New Hampshire General Funds.)

- 5. Financial Report – Karen Senecal
 - a. Disbursements from the Estate of Geraldine Webber

C. PATROL DIVISION:

This report is included in the commission packet.

VIII. COURT OFFICE REPORT

This report is included in the commission packet.

IX. MISCELLANEOUS/OTHER BUSINESS:

- a. Ms. Sara Kaufman's request on behalf of a group of Portsmouth residents to discuss the ACLU's model policy for law enforcement to protect immigrants and refugees with the Police Commission and Chief Mara. *3/27 Withdraw*

- X. NEXT REGULAR MEETING:** The next commission meeting is scheduled for Tuesday, April 25th, 2017, at the usual 4:30/5:30 p.m. start time. (See note at the beginning of this agenda for a start time explanation.) Please check the meetings calendar on the city's website as the date approaches for cancellations or changes to the time or meeting location.

NOTICE to members of the public who are hearing impaired: If you wish to attend a meeting and need assistance, please contact Human Resources Director Dianna Fogarty at 431-2000 ext. 7270 prior to the scheduled meeting. Thank You.

(Posted on March 23rd, 2017)

Kathy Leisquo

Joe Plaia, Clerk of the Commission

MINUTES
OF
PREVIOUS
MEETING(S)

PORTSMOUTH POLICE COMMISSION

**MINUTES OF THE MARCH 16TH, 2017
SPECIAL POLICE COMMISSION MEETING**

10:45 a.m. Call to Order, Conference Room 'A', City Hall

**Brenna Cavanaugh, Chair
Joseph J. Onosko
Joe Plaia**

I. CALL TO ORDER

The Chair called the March 16th, 2017 special police commission meeting to order at 10:46 a.m. in Conference Room 'A' in Portsmouth City Hall. The following people were present: Commissioners Cavanaugh, Onosko, and Plaia. (An audio recording of this meeting is available.)

II. NEW BUSINESS

A. Commission:

1. Donations

- a.) A donation in the amount of \$81,813 from the Estate of Geraldine W. Webber which represents a second partial disbursement of the proceeds coming to the police department from the estate.

Action: Commissioner Onosko moved to accept the donation in the amount of \$81,813 from the Estate of Geraldine W. Webber and forward to the city council for their action.

Seconded by Commissioner Plaia.

On a Voice Vote: The motion passed unanimously to accept the donation in the amount of \$81,813 from the Estate of Geraldine W. Webber and forward to the city council for their action.

III. MOTION TO ADJOURN

There being no further business before the commission, the Chair asked for a motion to adjourn.

Action: Commissioner Plaia moved to adjourn the March 16th, 2017 special police commission meeting.

Seconded by Commissioner Onosko.

On a Voice Vote: The motion passed to adjourn the March 16th, 2017 special police commission meeting at 10:48 a.m.

Kathe

*Respectfully Submitted By Kathleen Levesque, Executive Assistant
Commissioner Plaia, Clerk of the Commission*

Joe Plaia

PORTSMOUTH POLICE COMMISSION

**MINUTES OF THE FEBRUARY 28th, 2017 MONTHLY POLICE
COMMISSION MEETING**

5:30 p.m. Public Session – Eileen Dondero Foley Council Chambers

**Brenna Cavanaugh, Chair
Joseph J. Onosko
Joe Plaia**

- I. **CALL TO ORDER:** The February 28th, 2017 monthly Police Commission meeting was called to order at 4:39 p.m. in the Wm. Mortimer Room of the police department for the purpose of going into non-public session.

PRESENT: The Chair, who was out-of-state, attended the meeting via conference call. Present in the conference room were Commissioners Onosko and Plaia, Chief Mara, and City Attorney Robert Sullivan.

The Chair called for a motion to designate an on-site Chair Pro Tem for this meeting.

Action: Commissioner Onosko moved to appoint Commissioner Plaia Chair Pro Tem for the February 28th, Police Commission Meeting.

Seconded by Commissioner Cavanaugh.

On a Roll Call Vote: The motion passed to appoint Commissioner Plaia Chair Pro Tem for the February 28th Police Commission Meeting as follows:

Commissioner Cavanaugh	“Aye”.
Commissioner Onosko	“Aye”.
Commissioner Plaia	“Aye”.

The Chair Pro Tem called for a motion to go into non-public session under the provisions of RSA 91:A, 3-II (e), “Discussion of pending or threatened (in writing) litigation against the town or town officials, board members or

employees...”, and (a), “Dismissal, promotion, or compensation of any public employee...”

Action: Commissioner Cavanaugh moved to enter non-public session for the purpose delineated above.

Seconded by Commissioner Onosko.

On a Roll Call Vote: The motion passed as follows:

Commissioner Cavanaugh:	“Aye.”
Commissioner Onosko:	“Aye.”
Commissioner Plaia:	“Aye.”

The motion passed to go into non-public session at 4:40 p.m.

The public session was called back to order at 5:48 p.m. in the Eileen Dondero Foley Council Chambers. (An archived video of the meeting is available on the city’s website.)

The following people were present: Commissioners Cavanaugh (via conference call), Onosko, and Plaia, Chief David Mara, Captain of Operations Frank Warchol, Professional Standard Division Lieutenant Darrin Sargent, Accreditation Manager Jackie Burnett, Admin. Manager Karen Senecal, Exec. Assistant Kathleen Levesque, members of the public.

II. PLEDGE OF ALLEGIANCE: Lt. Darrin Sargent led the Pledge of Allegiance.

Commissioner Plaia explained the Chair of the Commission was out-of-state, but would be present at the meeting via conference call. By motion, the Commission designated Commissioner Plaia Chair Pro Tempore for the February 28th, 2017 meeting.

III. ACCEPTANCE OF THE MINUTES:

The Chair Pro Tem asked for a motion to accept the minutes.

Action: Commissioner Cavanaugh moved to accept the minutes of the January 24, 27, and 30, 2017 meetings.

Commissioner Onosko indicated there were four sets of minutes to accept; they were for the January 24, 27, 30 and February 22nd, 2017 meetings. The

Chair Pro Tem asked the Commissioner if she wished to amend her motion.

Amended motion: Commissioner Cavanaugh moved to accept the four previous commission meeting minutes.

Seconded by Commissioner Onosko.

On a Voice Vote: The motion passed to accept the minutes of the January 24, 27, 30, and February 22nd, 2017 meetings.

IV. PUBLIC COMMENT: : (The following is a brief summary of each person's comments and represents the speaker's personal opinion. The entire meeting can be viewed online by going to the city's website and clicking "Channel 22", and then clicking on "Archived 2012, 2013, 2014, 2015, and 2016 meetings.")

Mark Brighton, 285 Union Street: Mr. Brighton prefaced his remarks by saying he gives great deference to public safety as compared to the other city departments. He said the Department's requested budget is more than 340% the rate of inflation at 6.7%. Mr. Brighton talked about the request for two additional officers and asked if the commission anticipates these kinds of increases in the future. Mr. Brighton said he trusts the commissioners and the chief.

Brendon DuBois, resident of Exeter, and brother of the former chief of police: Mr. DuBois, reading from a prepared statement, said his family has been the target of insults, from members of the commission, their supporters and the so called activist community of Portsmouth, in public, in print, and on the internet. He said, speaking for himself, while he accepts criticism as part of the territory of being a public figure, and even welcomes it, attacking members of the DuBois family is not acceptable. Mr. DuBois then referenced an anonymous phone call that had been made to Mr. DuBois' parents in Dover earlier this month that was traced to Commissioner Cavanaugh's phone number. After reading his statement, Mr. DuBois asked Commissioner Cavanaugh if she wished to respond. The Commissioner stated the Commission does not respond to comments made during the public comment session. Mr. DuBois thanked the Commission and concluded his remarks.

V. UNFINISHED BUSINESS: None.

VI. NEW BUSINESS:

A. POLICE COMMISSION:

1. Commissioner Onosko updated the Commission on the current status of the nationwide executive search for a permanent Chief of Police. The search is being conducted by the International Association of Chiefs of Police (IACP). Commissioner Onosko said the first cut from the pool of applicants will be made in late March, at which time we should be working with 10 semi-finalists. In early April, somewhere around the 10th we will select our finalists. These finalists will come to Portsmouth on Thursday and Friday, April 27th & 28th, and by mid-May we will select our candidate. We will conduct additional background checks, and hope to have our new chief working with Chief Mara and Captain Warchol for two to four weeks before Chief Mara leaves July 11th.

Commissioner Onosko asked that the recruitment brochure be put up on the webpage, and Karen said she would take care of that tomorrow.

B. CHIEF OF POLICE:

1. Accreditation Update – Lt. Sargent, Professional Standards Division, gave the Commission an overview of the work of the division and Jackie Burnett, Accreditation Manager, updated the Commission on the status of our CALEA process and where we are in the accreditation process timeline. Ms. Burnett said by the fall of 2018 we should be in a position to do a mock assessment. The mock assessment would be done by members of the **Northern New England Police Accreditation Coalition**, or NNEPAC. It prepares the department for the actual on-site formal assessment by the CALEA team of three to four assessors. Our goal is to be ready for this by May of 2019.

Chief Mara spoke briefly on other positive aspects and side benefits of the Power DMS software that is required for the CALEA accreditation process.

The Chief also touched on the following points:

- Undocumented Immigrant SOP: He said the commission has had the opportunity to review the draft of the SOP and has given

its input. Commissioner Onosko added it was a sound, well written document.

- Recent SERT Call out: Chief Mara had the opportunity to observe the responses of the department and the SWAT team to the Springbrook Circle call out first hand. He felt the entire event was handled very well by the officers in a professional manner.
- FY '18 Department Budget: Chief Mara said in order for the department to just maintain the status quo, we would be at a 4.85% budget. Therefore, we are asking for a 1.75-1.85% increase over our 4.85% status quo budget, not a 6.7% increase.

2. Financial Report & Facility Update – Karen Senecal

a. Donations:

1. A disbursement check in the amount of \$105,687 from the Estate of Geraldine W. Webber.

Action: Commissioner Onosko moved to accept the disbursement check in the amount of \$105,687 from the Estate of Geraldine W. Webber and forward to the city council for their action.

Seconded by Commissioner Cavanaugh.

On a Voice Vote: The motion passed to accept the disbursement check in the amount of \$105,687 from the Estate of Geraldine W. Webber and forward to the city council for their action.

VII. MISCELLANEOUS BUSINESS:

- Chief Mara announced the names of three department employees who had completed 2016 without taking a single sick day, and they will receive Outstanding Attendance Awards. Those employees are Admin. Manager Karen Senecal, Dispatcher David Rabitor, and Officer TJ Potter.
- New gun law: The department put information on our Facebook page regarding the new gun law. The new concealed carry permit application form is now up on the New Hampshire Department of Safety's website. The Chief said citizens no longer need a permit to carry a concealed weapon under the new New Hampshire law, however if someone is going to travel out of state and wants to have reciprocal privileges in that state, they would want to have a NH concealed carry permit. Chief Mara advised

people to check with others states ahead of time to be sure they have reciprocal privileges with New Hampshire.

VIII. MOTION TO ADJOURN:

Before requesting a motion to adjourn, the Chair Pro Tem announced the next scheduled Police Commission meeting would be March 28th, at 5:30 p.m. in the Eileen Dondero Foley Council Chambers.

There being no further business before the Commission, the Chair asked for a motion to adjourn.

Action: Commissioner Cavanaugh moved the February 28th, 2017 Police Commission meeting be adjourned.

Seconded by Commissioner Onosko.

On a Voice Vote: The motion passed to adjourn the February 28th Police Commission meeting at 6:28 p.m.

END OF MEETING

**MONTHLY POLICE COMMISSION MEETING
PUBLIC COMMENT PORTION**

DATE OF MEETING: 2-28-17

Name & Address: Mark Brighton
285 Union St

Topic: Budget

Name & Address: Brendan O'Bois

Topic: The Police Comm

Name & Address: _____

Topic: _____

Name & Address: _____

Topic: _____

Name & Address: _____

Topic: _____

Name & Address: _____

Topic: _____

POLICE
COMMISSION
BUSINESS

POLICE COMMISSION – NEW BUSINESS
MARCH 28TH, 2017 MEETING

VII. NEW BUSINESS:

A. POLICE COMMISSION:

1. Commissioner Cavanaugh:
 - a. Introduce a policy to be added to the Rules and Order of the Commission regarding communication/device use by Police Commissioners during meetings.
2. Commissioner Onosko:
 - a. Update on IACP Executive Search/timeline
3. Commissioner Plaia:
 - a. Adopt additional changes to the Police Commission Rules and Order re: Media Policy

AT THE END OF THE MEETING:

3/27 Withdraw

IX. MISCELLANEOUS/OTHER BUSINESS:

- a. Ms. Sara Kaufman's request on behalf of a group of Portsmouth residents to discuss the ACLU's model policy for law enforcement to protect immigrants and refugees with the Police Commission and Chief Mara.

(COPIES OF THE ACLU DOCUMENT AND PPD SOP FOLLOW)

Rule 40. MEDIA/SOCIAL MEDIA POLICY

The purpose of this rule is to establish clear guidelines concerning media relations.

An informed public is one of the most vital keys to the preservation of a Democratic society. Primary responsibility for the dissemination of information to the public rests with the media. It shall be the policy of the Portsmouth Police Commission to assist the media by providing timely and accurate information while bearing in mind our legal obligations as a commission.

Any member of the Portsmouth Police Commission may answer media inquiries or provide statements to the media as an individual member of the commission. Any statement made on behalf of the Police Commission as an entity must be approved by a majority of the commission. Should there be a dissenting member, the dissenting commissioner may provide a statement to the media to explain this or her own point of view.

Issues that should not be discussed with reporters are 1) confidential legal issues, 2) confidential personnel matters, 3) issues that may result in harm to others, or 4) a law enforcement crisis or emergency. Refer all such inquiries regarding #4 to the office of the chief of police.

Notwithstanding any other rule or law to the contrary, any member of the Portsmouth Police Commission shall have a full right to publicly discuss and give opinions as an individual on all matters concerning any government entity and its policies. It is the intention of this rule to balance the rights of expression of the members with the need of the police department to protect legitimate confidential records, communications, and proceedings. See RSA 98-E:1.

Rule 41. Electronic Device Usage during Police Commission Meetings

The use of electronic communication devices, such as cell phones, during a Police Commission meeting may lead to the public's perception that a Commissioner is not paying attention to the subject matter at hand or that a Commissioner is receiving information relative to the subject matter at hand that other commissioners and members of the public are not receiving, either one of which is contrary to good government and transparency.

This policy outlines the use of electronic devices by Police Commission members during meetings. All persons present on the dais at board meetings must place their cellular devices in silent and/or vibrate mode (no ringing of any kind), with the exception of the Chief of Police.

Board of Police Commission members must exhibit professional courtesy for each other, employees, and the public in the use of electronic devices. Use of electronic devices must not distract from board deliberations or interactions between board members. The goal of the policy is to balance the benefits and risk of technology with the appropriate decorum and transparency essential to public bodies during public meetings.

- All Police Commission members may use laptop computers, tablet computers, I-Pads, I-Phones, cellular phones and other hand-held devices at all Police Commission Meetings and in executive session for the purpose of conducting Police Commission business during such meetings. The conducting of Police Commission business during a board meeting shall include viewing and reviewing documents relevant to a Board Meeting or an Executive Session of the Police Commission, and/or retrieving and/or researching information relevant to a

Board discussion or agenda item. The volume shall be turned off and/or set to vibrate on all such electronic devices during open meetings of the Police Commission.

- Board members shall not be permitted to use electronic devices during board meetings for the purpose of accessing social media, making personal phone calls, or for the purpose of sending text messages or emails to members of the Board regarding Police Commission business or that are personal in nature, except in an emergency.

CHIEF'S REPORT

BOARD of POLICE COMMISSIONERS

*of the
City of Portsmouth, N.H.
March 28, 2017*



-
- Swearing-In of Officer Connell Loughlin

GRANT AGREEMENT

COPY

The State of New Hampshire and the Grantee 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. Grantee Name Portsmouth Police Department		1.4. Grantee Address 3 Junkins Avenue, Portsmouth NH 03801	
1.5. Grantee 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, Director of Administration		1.10. State Agency Telephone Number (603)271-3658	
1.11. Grantee Signature		1.12. Name & Title of Grantee Signor	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned _____, known to me (or satisfactorily _____) acknowledged that _____ the person identified in block 1.12., _____ on whose name is signed in block 1.11., and _____ in the capacity indicated in block 1.12.			
1.13.1. Signature _____ (Seal) _____ <i>No Action Required in this Section Yet. (Signatures) First Step: Vote by Commission + Council to approve grant</i>			
1.13.2. Name & Title _____ Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s)	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)			
By: _____		Assistant Attorney General, On: _____ / _____ / _____	
1.17. Approval by Governor and Council (if applicable)			
By: _____		On: _____ / _____ / _____	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), 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").

**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)

3. AREA COVERED Except as otherwise specifically provided for herein, the Grantee 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 applicable, or signature by the agency whichever is later (hereinafter referred to as "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 1.6 (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 Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee 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 GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee 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 Grantee, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee 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 seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee 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, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee 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 Grantee 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 Grantee 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 Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee 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 Grantee 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 Grantee notice of termination; and

11.2.2 Give the Grantee 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 grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee 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 Grantee 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 Grantee 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 Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee'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 Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, 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. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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 Grantee 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 Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee 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 Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 Grantee 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
- 1 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 18.1 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 Grantee.
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.
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 intent 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 _____
Date _____

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.

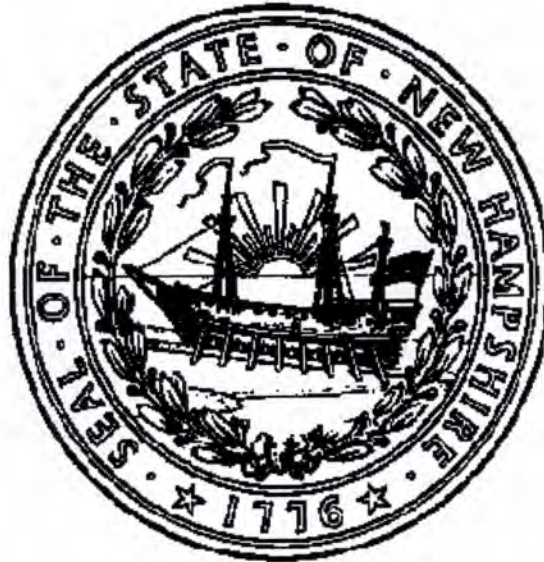
3a -The Sub-Recipient shall be awarded \$250,000.00 of the total Grant Limitation from 7/1/17 thru 6/30/2018, with approved expenditure reports.

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 _____
Date _____



STATE OF NEW HAMPSHIRE



DEPARTMENT OF JUSTICE

Joseph A. Foster
Attorney General

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

EXHIBIT C

Grantee Initials _____
Date _____



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 _____
Date _____



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 _____
Date _____



		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 _____
Date _____



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 _____
Date _____



**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



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

Purpose	Location	Item	Calculation	Cost
<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 2% Cola
12mo. Costs 7/1/18 - 6/30/19
 12mo. Costs

Det. Rob Tremblay	OT Rate	\$55	\$56			
	Medicare	\$1	\$1			
	Retirement	\$16	\$17			
	Total Contract Rate	\$72	\$73			

# Hours			
	FY18	FY19	
	125	125	\$18,175.96

Total Manchester **\$18,176**

Agency: **Manchester Police Department**

Det. Matthew Solari	OT Rate	\$55	\$56			
	Medicare	\$1	\$1			
	Retirement	\$16	\$17			
	Total Contract Rate	\$72	\$73			

# Hours			
	FY18	FY19	
	125	125	\$18,175.96

Total Manchester **\$18,176**

Agency: **Bedford Police Department**

Det. Matthew Fleming	OT Rate	\$51	\$52			
	Medicare	\$1	\$1			
	Retirement	\$15	\$15			
	Total Contract Rate	\$67	\$68			

# Hours			
	FY18	FY19	
	125	125	\$16,854.07

Total Bedford **\$16,854**

Agency: **Nashua Police Department**

Det. Dan Hodges	OT Rate	\$54	\$55			
	Medicare	\$1	\$1			
	Retirement	\$16	\$16			
	Total Contract Rate	\$71	\$72			

# Hours			
	FY18	FY19	
	125	125	\$17,845.49

Total Nashua **\$17,845**

Agency: **Nashua Police Department**

Det. Peter Laroche	OT Rate	\$54	\$55			
	Medicare	\$1	\$1			
	Retirement	\$16	\$16			
	Total Contract Rate	\$71	\$72			

# Hours			
	FY18	FY19	
	125	125	\$17,845.49

Total Nashua **\$17,845**

Agency: **Concord Police Department**

Det. Joe Chaput	OT Rate	\$51	\$52			
	Medicare	\$1	\$1			
	Retirement	\$15	\$15			
	Total Contract Rate	\$67	\$68			

# Hours			
	FY18	FY19	
	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
	<u>Total Contract Rate</u>	<u>\$68</u>	<u>\$69</u>	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
	<u>Total Contract Rate</u>	<u>\$65</u>	<u>\$67</u>	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: _____

Date submitted: _____

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.

Financial Reports
FY17 YEAR TO DATE SUMMARY
February 28, 2017

Appropriated Budget	YTD Expenses and Encumbrances	Available Balance	% of Budget Used
10,382,847	6,972,169	3,410,678	67.15%

Minus Annualized Expenditures

(155,203)	(155,203)	Leave at Termination
(1,560,866)	(1,560,866)	Health Insurance
(187,175)	(187,175)	Workers Compensation

ACTUALS

8,479,603	5,068,925	3,410,678	59.78%
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% Through FY	65.39%
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Administrative Services Division

Financial Reports

By Division - FY17 YEAR TO DATE SUMMARY

February 28, 2017

DEPARTMENT	% Through FY		FEBRUARY		Misc Recon	YEAR TO DATE EXPENSES	AVAILABLE BALANCE	% OF BUDGET USED	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
	BUDGET	EXPENSES	EXPENSES	EXPENSES						
Administration	1,089,221	75,950	671	(10,560)		645,758	443,463	\$ 645,758	59.29%	
Detectives-Gen/Narcotics	1,382,681	105,238	590	(36,607)		768,255	614,426	\$ 768,255	55.56%	
Detectives-Family Related	-	-	-	-		-	-	\$ -	#DIV/0!	
Patrol	3,894,147	281,427	-	(63,011)		2,503,330	1,390,817	\$ 2,503,330	64.28%	
Personnel & Training	441,253	23,683	-	-		213,081	228,172	\$ 213,081	48.29%	
Communications Center	1,000,639	58,936	-	-		580,071	420,568	\$ 580,071	57.97%	
Information Sys.	140,235	24,819	-	-		91,802	48,433	\$ 91,802	65.46%	
Community Relations	3,835	543	-	-		4,226	(391)	\$ 4,226	110.19%	
Records	75,155	5,203	-	-		45,256	29,899	\$ 45,256	60.22%	
Crossing Guards	-	-	-	-		-	-	\$ -	0.00%	
Animal Control	21,762	1,445	-	-		12,929	8,833	\$ 12,929	59.41%	
Auxiliary	41,531	4,927	-	-		27,271	14,260	\$ 27,271	65.66%	
Canine	36,228	3,343	-	-		21,742	14,486	\$ 21,742	60.01%	
Emergency Response Team	34,599	476	4,660	-		26,568	8,031	\$ 26,568	76.79%	
Accident Team	-	-	-	-		-	-	\$ -	0.00%	
Field Training Officer	23,448	1,127	-	-		12,523	10,925	\$ 12,523	53.41%	
Explorer	1,278	-	-	-		-	1,278	\$ -	0.00%	
Fleet Maintenance	184,257	12,701	1,154	(3,450)		55,694	128,563	\$ 55,694	30.23%	
Major Benefits	2,012,578	7,579	-	(325)		1,963,664	48,914	\$ (1,903,244)	97.57%	
Anticipated Exp/Extrnl Fndng	-	-	-	-		-	-	\$ -	#DIV/0!	
TOTALS	10,382,847	607,397	7,075	(103,952)		6,972,169	3,410,678	\$ (1,903,244)	67.15%	

Annualized Exp.

Leave at Term (155,203)
 Health Insurance (1,560,866)
 Workers Compensation (187,175)
 (1,903,244)

Adjusted Budget Totals w/o Annualized Exp. 8,479,603

3,410,678 59.78%

5,068,925

5,068,925

59.78%



Administrative Services Division

Financial Reports

By Line Item -FY17 YEAR TO DATE SUMMARY February 28, 2017

Account	Title	FEBRUARY 65.385%		Misc Recon	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		Budget	EXPENSES							
011001	Regular Salaries	\$ 1,184,183	\$ 80,863	\$ -	\$ 637,878	\$ 546,305	53.87%	0	637,878	53.87%
011041	Salaries Uniform Personnel	\$ 3,934,140	\$ 292,602	\$ (8,041)	\$ 2,334,293	\$ 1,599,847	59.33%	0	2,334,293	59.33%
011061	Insurance Reimbursement	\$ 10,222	\$ -	\$ -	\$ 4,444	\$ 5,778	43.48%	0	4,444	43.48%
011063	Shift Differential	\$ 31,798	\$ 676	\$ -	\$ 11,232	\$ 20,566	35.32%	0	11,232	35.32%
012001	Part Time Salaries	\$ 117,103	\$ 17,142	\$ -	\$ 158,152	\$ (41,049)	135.05%	0	158,152	135.05%
012041	Commissioner Stipend	\$ 3,600	\$ 300	\$ -	\$ 2,400	\$ 1,200	66.67%	0	2,400	66.67%
014041	Overtime	\$ 450,640	\$ 41,160	\$ (8,558)	\$ 322,652	\$ 127,988	71.60%	0	322,652	71.60%
014042	O/T Education	\$ 62,481	\$ 1,347	\$ -	\$ 44,967	\$ 17,514	71.97%	0	44,967	71.97%
014055	Reimbursable O/T	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
014067	O/T Background Investigation	\$ 10,302	\$ 684	\$ -	\$ 3,720	\$ 6,582	36.11%	0	3,720	36.11%
015001	Longevity	\$ 34,232	\$ -	\$ -	\$ 33,894	\$ 338	99.01%	0	33,894	99.01%
016001	Leave At Termination	\$ 155,203	\$ -	\$ -	\$ 155,203	\$ -	100.00%	(155,203)	0	0.00%
017001	Holiday Premium Pay	\$ 169,559	\$ 96	\$ (367)	\$ 133,066	\$ 36,493	78.48%	0	133,066	78.48%
018030	Eval. Stipend	\$ 65,900	\$ -	\$ (600)	\$ 64,650	\$ 1,250	98.10%	0	64,650	98.10%
018032	Training Stipend	\$ 1,125	\$ 162	\$ -	\$ 3,380	\$ (2,255)	300.40%	0	3,380	300.40%
018034	Education Stipend	\$ 63,520	\$ -	\$ -	\$ 26,353	\$ 37,167	41.49%	0	26,353	41.49%
018041	Court Witness Fees	\$ -	\$ (30)	\$ -	\$ (156)	\$ 156	0.00%	0	(156)	#DIV/0!
018042	Special Detail	\$ 51,402	\$ 1,368	\$ -	\$ 26,116	\$ 25,286	50.81%	0	26,116	50.81%
019002	Anticipated Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
021001	Insurance-Health	\$ 1,560,866	\$ -	\$ -	\$ 1,560,866	\$ -	100.00%	(1,560,866)	0	0.00%
021101	Insurance-Dental	\$ 94,842	\$ 7,175	\$ (305)	\$ 52,789	\$ 42,053	55.66%	0	52,789	55.66%



Administrative Services Division

Financial Reports

By Line Item -FY17 YEAR TO DATE SUMMARY February 28, 2017

Account	Title	% Through FY		FEBRUARY 65.385%		Encumbered	Misc Recon	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		Budget	EXPENSES	EXPENSES	External Funding Recon & Journal Entries (Feb)								
021501	Insurance-Life	\$ 4,532	\$ 314	\$ -	\$ (19)	\$ 2,318	\$ 2,214	\$ 2,318	\$ 2,214	51.15%	0	2,318	51.15%
021601	Insurance-Disability	\$ 1,905	\$ 84	\$ -	\$ -	\$ 667	\$ 1,238	\$ 667	\$ 1,238	35.00%	0	667	35.00%
021602	Insurance-A&D	\$ 167	\$ 6	\$ -	\$ (1)	\$ 48	\$ 119	\$ 48	\$ 119	28.62%	0	48	28.62%
021701	Insurance-LTD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
022001	Social Security	\$ 89,922	\$ 6,213	\$ -	\$ -	\$ 53,133	\$ 36,789	\$ 53,133	\$ 36,789	59.09%	0	53,133	59.09%
022501	Medicare	\$ 90,299	\$ 6,084	\$ -	\$ (220)	\$ 52,802	\$ 37,497	\$ 52,802	\$ 37,497	58.48%	0	52,802	58.48%
023001	Retirement	\$ 145,820	\$ 9,814	\$ -	\$ -	\$ 81,956	\$ 63,864	\$ 81,956	\$ 63,864	56.20%	0	81,956	56.20%
023002	Retirement-Officers	\$ 1,266,268	\$ 87,457	\$ -	\$ (3,930)	\$ 768,622	\$ 497,646	\$ 768,622	\$ 497,646	60.70%	0	768,622	60.70%
025001	Unemployment Compensation	\$ 444	\$ -	\$ -	\$ -	\$ -	\$ 444	\$ -	\$ 444	0.00%	0	0	0.00%
026002	Insurance-Workers Comp	\$ 187,175	\$ -	\$ -	\$ -	\$ 187,175	\$ -	\$ 187,175	\$ -	100.00%	(187,175)	0	0.00%
033001	Prof Services-Temp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
034101	Pagers	\$ 497	\$ -	\$ -	\$ -	\$ -	\$ 497	\$ -	\$ 497	0.00%	0	0	0.00%
034103	Telephone	\$ 25,801	\$ 2,584	\$ -	\$ -	\$ 14,876	\$ 10,925	\$ 14,876	\$ 10,925	57.66%	0	14,876	57.66%
034104	Cellular Phones	\$ 22,716	\$ 1,912	\$ -	\$ -	\$ 13,205	\$ 9,511	\$ 13,205	\$ 9,511	58.13%	0	13,205	58.13%
034203	Computer/Software Maint.	\$ 92,384	\$ 17,563	\$ -	\$ -	\$ 65,445	\$ 26,939	\$ 65,445	\$ 26,939	70.84%	0	65,445	70.84%
035003	Blood Alcohol Tests	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
039001	Professional Services	\$ 22,738	\$ 731	\$ -	\$ -	\$ 18,776	\$ 3,962	\$ 18,776	\$ 3,962	82.58%	0	18,776	82.58%
039009	Prof/Serv-Hiring	\$ 7,993	\$ 189	\$ -	\$ -	\$ 6,123	\$ 1,870	\$ 6,123	\$ 1,870	76.61%	0	6,123	76.61%
039070	Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
043010	Repairs-Vehicle by Outside	\$ 57,934	\$ 2,086	\$ -	\$ (3,450)	\$ 15,433	\$ 42,501	\$ 15,433	\$ 42,501	26.64%	0	15,433	26.64%
043012	Repairs-Communication	\$ 1,757	\$ -	\$ -	\$ -	\$ 563	\$ 1,194	\$ 563	\$ 1,194	32.04%	0	563	32.04%



Administrative Services Division

Financial Reports

By Line Item -FY17 YEAR TO DATE SUMMARY February 28, 2017

Account	Title	% Through FY	FEBRUARY		Encumbered	External Funding Recon & Journal Entries (Feb)	Misc Recon	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
			Budget	EXPENSES									
043018	Repairs-Equipment	\$ 8,037	\$ -	\$ 590	\$ -	\$ -	\$ 1,763	\$ 6,274	21.94%	0	1,763	21.94%	
043024	Repairs-Vehicle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
044002	Rental Other Equipment	\$ 10,235	\$ 601	\$ -	\$ -	\$ -	\$ 5,337	\$ 4,898	52.15%	0	5,337	52.15%	
048002	Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
053001	Advertising	\$ 2,784	\$ 354	\$ -	\$ -	\$ -	\$ 2,762	\$ 22	99.20%	0	2,762	99.20%	
054050	Training-Education	\$ 47,495	\$ 3,004	\$ -	\$ -	\$ -	\$ 11,970	\$ 35,525	25.20%	0	11,970	25.20%	
055050	Printing	\$ 5,489	\$ 410	\$ -	\$ -	\$ -	\$ 2,859	\$ 2,630	52.09%	0	2,859	52.09%	
056001	Dues Professional Organization	\$ 19,383	\$ -	\$ -	\$ -	\$ -	\$ 2,054	\$ 17,329	10.60%	0	2,054	10.60%	
057101	Travel and Conference	\$ 19,950	\$ 3,933	\$ -	\$ -	\$ -	\$ 14,085	\$ 5,865	70.60%	0	14,085	70.60%	
057103	Court Mileage	\$ -	\$ (43)	\$ -	\$ -	\$ -	\$ (57)	\$ 57	#DIV/0!	0	(57)	#DIV/0!	
061002	Miscellaneous Supplies	\$ 18,315	\$ 1,308	\$ -	\$ -	\$ -	\$ 9,774	\$ 8,541	53.37%	0	9,774	53.37%	
061003	Meeting Supplies	\$ 1,271	\$ -	\$ -	\$ -	\$ -	\$ 496	\$ 775	38.99%	0	496	38.99%	
062001	Office Supplies	\$ 8,511	\$ 1,066	\$ 671	\$ -	\$ -	\$ 5,938	\$ 2,573	69.77%	0	5,938	69.77%	
062004	Photo Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
062005	Printing Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!	
062006	Motorola Portable Batteries	\$ 3,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,689	0.00%	0	0	0.00%	
062007	Computer/Printer Supplies	\$ 12,977	\$ 522	\$ -	\$ -	\$ -	\$ 6,980	\$ 5,997	53.79%	0	6,980	53.79%	
062010	Copying Supplies	\$ 2,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,275	0.00%	0	0	0.00%	
062501	Postage	\$ 5,981	\$ 813	\$ -	\$ -	\$ -	\$ 3,619	\$ 2,362	60.50%	0	3,619	60.50%	
063001	Tires and Batteries	\$ 8,744	\$ 46	\$ -	\$ -	\$ -	\$ 850	\$ 7,894	9.72%	0	850	9.72%	
063501	Gasoline	\$ 100,000	\$ 9,629	\$ -	\$ -	\$ -	\$ 34,481	\$ 65,519	34.48%	0	34,481	34.48%	



Administrative Services Division

Financial Reports

By Line Item -FY17 YEAR TO DATE SUMMARY February 28, 2017

Account	Title	% Through FY		Encumbered	EXPENSES	External Funding Recon & Journal Entries (Feb)	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		FEBRUARY	Misc Recon									
		65.385%		EXPENSES								
066001	Vehicle Repairs	\$ 4,093	\$ -	\$ 125	\$ -	\$ -	\$ 827	\$ 3,266	20.20%	0	827	20.20%
066002	Vehicle Outfit	\$ 13,486	\$ 1,154	\$ 815	\$ -	\$ -	\$ 4,135	\$ 9,351	30.66%	0	4,135	30.66%
067001	Books and Periodicals	\$ 9,367	\$ -	\$ 1,223	\$ -	\$ -	\$ 3,726	\$ 5,641	39.78%	0	3,726	39.78%
068001	Clothing Allowance	\$ 57,080	\$ -	\$ -	\$ -	\$ -	\$ 49,721	\$ 7,359	87.11%	0	49,721	87.11%
068002	Clothing	\$ 13,402	\$ -	\$ 3,002	\$ -	\$ -	\$ 20,525	\$ (7,123)	153.15%	0	20,525	153.15%
069004	Chief's Expense	\$ 2,275	\$ -	\$ -	\$ -	\$ -	\$ 1,175	\$ 1,100	51.63%	0	1,175	51.63%
072006	Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
074001	Equipment	\$ 60,920	\$ 4,660	\$ 2,006	\$ -	\$ -	\$ 10,040	\$ 50,880	16.48%	0	10,040	16.48%
074003	Software	\$ 1,161	\$ -	\$ -	\$ -	\$ -	\$ 336	\$ 825	28.92%	0	336	28.92%
075001	Furniture and Fixtures	\$ 6,457	\$ -	\$ -	\$ -	\$ -	\$ 195	\$ 6,262	3.01%	0	195	3.01%
076002	Vehicles Police	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
078001	Miscellaneous Costs (External)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
081031	FEMA Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0	0	#DIV/0!
091005	Transfer from Parking	\$ (80,000)	\$ -	\$ -	\$ -	\$ (52,308)	\$ (52,308)	\$ (27,692)	65.38%	0	(52,308)	65.38%
091006	Transfer from School	\$ -	\$ -	\$ -	\$ -	\$ (26,154)	\$ (26,154)	\$ 26,154	#DIV/0!	0	(26,154)	#DIV/0!
TOTAL		\$ 10,382,847	\$ 7,075	\$ 607,397	\$ (103,952)	\$ (103,952)	\$ 6,972,169	\$ 3,410,678	67.15%	(1,903,244)	5,066,925	59.78%

Annualized Exp.

Leave at Term	\$ (155,203)	\$ (155,203)
Health Insurance	\$ (1,560,866)	\$ (1,560,866)
Workers Compensation	\$ (187,175)	\$ (187,175)
	\$ (1,903,244)	\$ (1,903,244)



Administrative Services Division

Financial Reports

By Line Item -FY17 YEAR TO DATE SUMMARY February 28, 2017

Account	Title	% Through FY	FEBRUARY 65.385%	Encumbered	Misc Recon	Year to Date Expenses	Available Balance	% of Budget Used	Minus Annualized Expenses	YTD Expenditures w/o Annualized Expenses	% of Adjusted Budget Used
		Budget	EXPENSES	EXPENSES	External Funding Recon & Journal Entries (Feb)						
<p>Adjusted Budget Totals w/o Annualized Exp. \$ 8,479,603 \$ 5,068,925 \$ 3,410,678 59.78%</p>											

PATROL DIVISION REPORT

Crime Comparison Report For the period ending 02/28/2017

Group A Crimes Against Persons

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Kidnaping/ Abduction	2017													
	2016		1											1
	Pct		n/a											n/a
Forcible Rape	2017		1											1
	2016	2	1											3
	Pct	n/a	0%											-67%
Forcible Fondling	2017		1											1
	2016	1												1
	Pct	n/a	n/a											0%
Aggravated Assault	2017	1	1											2
	2016	1	1											2
	Pct	0%	0%											0%
Simple Assault	2017	12	12											24
	2016	10	13											23
	Pct	+20%	-8%											+4%
Intimidation	2017	10	14											24
	2016	13	11											24
	Pct	-23%	+27%											0%
Total Crimes Against Persons	2017	23	29											52
	2016	27	27											54
	Pct	-15%	+7%											-4%

Filters/Options Applied

Date Used Report Date used

Time Period

Crime Comparison Report For the period ending 02/28/2017

Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Robbery	2017	2												2
	2016													
	Pct	n/a												n/a
Arson	2017													
	2016	2												2
	Pct	n/a												n/a
Burglary/ Breaking and Entering	2017	1												1
	2016	5	3											8
	Pct	-80%	n/a											-88%
Larceny (pick-pocket)	2017													
	2016		1											1
	Pct		n/a											n/a
Larceny (shoplifting)	2017	2	1											3
	2016	7												7
	Pct	-71%	n/a											-57%
Larceny (from building)	2017	4	1											5
	2016	4	4											8
	Pct	0%	-75%											-38%
Larceny (from motor vehicles)	2017	1	4											5
	2016	9	4											13
	Pct	-89%	0%											-62%
Larceny (of motor vehicle parts)	2017	1												1
	2016													
	Pct	n/a												n/a
Larceny (all other)	2017	12	7											19
	2016	5	6											11
	Pct	+140%	+17%											+73%
Motor Vehicle Theft	2017													
	2016	2												2
	Pct	n/a												n/a
Counterfeit/ Forgery	2017	2	2											4
	2016	2	3											5
	Pct	0%	-33%											-20%
Fraud (false pretense;swindle)	2017	3	5											8
	2016	2	6											8
	Pct	+50%	-17%											0%

Filters/Options Applied

Date Used	Report Date used
Time Period	

Crime Comparison Report For the period ending 02/28/2017

Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Fraud (credit/debit card;ATM)	2017	4	1											5
	2016	5	2											7
	Pct	-20%	-50%											-29%
Fraud (impersonation)	2017	1	1											2
	2016	3	4											7
	Pct	-67%	-75%											-71%
Fraud (wire)	2017													
	2016	1												1
	Pct	n/a												n/a
Stolen Property	2017													
	2016	1	2											3
	Pct	n/a	n/a											n/a
Destruction of Property/Vandalism	2017	13	15											28
	2016	18	14											32
	Pct	-28%	+7%											-13%
Total Crimes Against Property	2017	46	37											83
	2016	66	49											115
	Pct	-30%	-24%											-28%

Filters/Options Applied

Date Used Report Date used

Time Period

Crime Comparison Report For the period ending 02/28/2017

Group A Crimes Against Society

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Drug/ Narcotic Violations	2017	19	21											40
	2016	11	4											15
	Pct	+73%	+425%											+167%
Pornography/Obscene Material	2017	1	1											2
	2016													
	Pct	n/a	n/a											n/a
Prostitution	2017		1											1
	2016													
	Pct		n/a											n/a
Total Crimes Against Society	2017	20	23											43
	2016	11	4											15
	Pct	+82%	+475%											+187%

Filters/Options Applied

Date Used Report Date used

Time Period

Crime Comparison Report For the period ending 02/28/2017

Group B Crimes

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bad Checks	2017	1	3											4
	2016	3	1											4
	Pct	-67%	+200%											0%
Disorderly Conduct	2017	2	2											4
	2016	5	4											9
	Pct	-60%	-50%											-56%
Driving under Influence	2017	6	5											11
	2016	2	2											4
	Pct	+200%	+150%											+175%
Drunkenness	2017	13	10											23
	2016	12	7											19
	Pct	+8%	+43%											+21%
Family Non Violent Offenses	2017													
	2016		2											2
	Pct		n/a											n/a
Liquor Law Violations	2017	2	3											5
	2016	1	2											3
	Pct	+100%	+50%											+67%
Runaways (under 18yr old)	2017	2												2
	2016	4												4
	Pct	-50%												-50%
Trespass of Real Property	2017	2	3											5
	2016	1	1											2
	Pct	+100%	+200%											+150%
All Other Offenses	2017	29	18											47
	2016	22	16											38
	Pct	+32%	+13%											+24%
Total Group B Crimes	2017	57	44											101
	2016	50	35											85
	Pct	+14%	+26%											+19%

Filters/Options Applied

Date Used Report Date used

Time Period