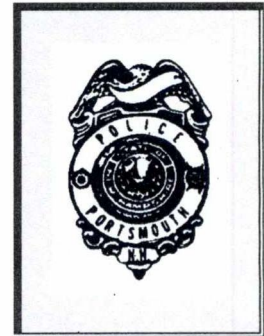


# ***BOARD of POLICE COMMISSIONERS***

*of the*

*City of Portsmouth, N.H.*



***Chairman Joseph J. Onosko...Commissioner Jim Splaine...Commissioner Stefany Shaheen***

*"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.

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## **PUBLIC NOTICE OF POLICE COMMISSION MEETING**

**DATE:**

July 23<sup>rd</sup>, 2019 (Tuesday)

**LOCATION &**

**TIME:**

4:00 p.m., Wm. Mortimer Conference Room, Police Dept.

5:30 p.m., Eileen Dondero Foley Council Chambers, City Hall

**Please see important note on the start time:**

**NOTE:** The meeting will start at 4:00 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-e & i) 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. PLEDGE OF ALLEGIANCE**

**III. ACCEPTANCE OF THE MINUTES OF THE MEETING HELD ON:**

May 28<sup>th</sup>, 2019. (Anticipated Action: A motion will be made to accept the minutes of the May 28<sup>th</sup> meeting.) There was no meeting in June.

**IV. PUBLIC COMMENT**

Individual comment is limited to five minutes.

**V. NEW BUSINESS:**

**A. POLICE COMMISSION:**

**1.) Commissioner Onosko:**

- a. Review & vote on the three police union contracts
- b. Update on Body-Camera Subcommittee findings and recommendations

**2.) Commissioner Splaine:**

- a. Should we adopt a position on the matter of the technology of 'facial recognition'?
- b. What is the status of GPS technology in Portsmouth Police Department vehicles, and should we enhance it so that all vehicles will be able to be tracked in event of an emergency?

**B. CHIEF OF POLICE:**

- 1. Swearing-In of Auxiliary Police Officer
- 2. Recognitions
- 3. Letters of Appreciation from Outside the Department
- 4. Accreditation Update
- 5. Monthly Traffic Stats
- 6. Financial Report – Karen Senecal
  - a. Grants & Donations
    - i.) ICAC Forensic Shield Grant Agreement (Internet Crimes Against Children) – There is a public announcement requirement in this grant application for acceptance by the governing body pending approval/funding at the State level.  
Portsmouth remains the headquarters for New Hampshire's ICAC Task Force.  
(Anticipated Action: A motion will be made to accept this new pending funding in the amount of \$500,000 from

the State of New Hampshire's Department of Justice for the statewide Internet Crimes Against Children Task Force.

- ii.) A donation in the amount of \$1,000 from Police Chaplain Jeff Pelkey. Chaplain Pelkey ran the food concessions for the recent PD1 Police K-9 Regional Trials held in Portsmouth. He has donated the cost of supplies and products as well as all of the money raised from the concessions to the Portsmouth Police K-9 Program. (Anticipated Action: A motion will be made to accept the donation of \$1,000 and forward to the City Council for their action.)

- b. Strategic Plan
- c. Grant Applications Update
- d. Facilities Report

7. Scheduled Conferences

- a. International Association of Investigators Conference  
August 11<sup>th</sup> – 15<sup>th</sup>, Reno, NV  
Chief Merner will be a presenter

**C. PATROL DIVISION:**

This report is included in the Commission's packet.

**VI. COURT OFFICE REPORT**

This confidential report is included in the Commission's packet.

**VII. MISCELLANEOUS/OTHER BUSINESS: None**

- VIII. NEXT REGULAR MEETING:** The next Commission meeting is scheduled for Tuesday, August 27<sup>th</sup>, 2019 at the usual 4:00/5:30 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 City Human Resources at 431-2000 ext. 7270 prior to the scheduled meeting. Thank You.

*Katho Levesque*

(Posted on Thursday, July 18<sup>th</sup>, 2019)

*Jim Splaine*, Clerk of the Commission

MINUTES  
OF  
PREVIOUS  
MEETING(S)



**PORTSMOUTH POLICE COMMISSION**  
**MINUTES OF THE MAY 28<sup>TH</sup>, 2019 POLICE COMMISSION MEETING**  
**5:30 p.m. Public Session – Eileen Dondero Foley Council Chambers**  
**Joseph J. Onosko, Chair**  
**Jim Splaine**  
**Stefany Shaheen**

- I. **CALL TO ORDER:** The May 28<sup>th</sup>, 2019 monthly Police Commission meeting was called to order at 3:30 p.m. in the Wm. Mortimer Room of the police department for the purpose of going into non-public session.

The Chair called for a motion to go into non-public session under the provisions of RSA 91:A, 3-II (a), "Dismissal, promotion or compensation of any public employee...", (c), "Matters which, if discussed in public, would likely affect adversely the reputation of any person...", and (i), "consideration of matters related to the preparation for...emergency functions..."

**Action: Commissioner Shaheen moved** to enter non-public session for the purposes delineated above.

**Seconded by Commissioner Onosko.**

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

Commissioner Onosko:	"Aye."
Commissioner Splaine:	"Aye."
Commissioner Shaheen:	"Aye."

The motion passed to go into non-public session at 3:30 p.m.

**The public session was called back to order at 5:41 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 Onosko, Splaine, and Shaheen, Chief Robert Merner, Admin. Manager Karen Senecal, Exec. Assistant Kathleen Levesque.

**II. PLEDGE OF ALLEGIANCE:** Commissioner Shaheen led the Pledge of Allegiance.

NOTE: Commissioner Shaheen expressed sympathy to Officer Steven Blanding and the Department on the loss of K-9 Max. She said she and her family know firsthand what it is like to depend on a service animal for life protection, and how strong and special the bond is that develops with that animal.

**III. ACCEPTANCE OF THE MINUTES:**  
The Chair asked for a motion to accept the minutes.

**Action: Commissioner Shaheen moved** to accept the minutes of the May 20<sup>th</sup>, April 26<sup>th</sup>, and March 26<sup>th</sup>, 2019 meetings as written.

**Seconded by Commissioner Onosko.**

**On a Voice Vote:** The motion passed to accept the minutes of the May 20<sup>th</sup>, April 26<sup>th</sup> and March 26<sup>th</sup>, 2019 meetings as written.

**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 scrolling down the home page of the City's website to "Recent Meeting Broadcast", or "City YouTube Channel..." which is in the blue box just below it.)

There being no one wishing to speak, the Chair closed the public comment section.

**V. UNFINISHED BUSINESS:**  
**A. POLICE COMMISSION:**

1. Commissioner Onosko:

- a. Update on Body & Car Camera Exploratory Sub-Committee
  - i. A pro/con list is being assembled. The sub-committee has been meeting since November of last year. The Chair would like to have the pro/con list done sometime in June. The Commission will make its decision after reviewing the work product of the sub-committee.

**VI. NEW BUSINESS:**

**A. POLICE COMMISSION:**

1. Commissioner Onosko:

a. Promotion Procedures for Ranking Officers

Commissioner Splaine said the Commission will be holding interviews for Captain and for Lieutenant on the 12<sup>th</sup> and 13<sup>th</sup> of June.

**Action: Commissioner Splaine moved** to video tape and live stream the interviews for Captain & Lieutenant.  
**Seconded by Commissioner Shaheen.**

The motion was brought to the floor for discussion:  
Commissioner Splaine went on to explain that having a public component to this process will showcase the talent present in the department. He felt it would also help to allow the public to understand a little more about the intricacies connected to these positions.

The Chair explained there is a lot that goes into the evaluation process.

**On a Roll Call Vote:** The motion carried to video tape and live stream the interviews for Captain & Lieutenant. The vote was as follows:

Commissioner Onosko	"Aye"
Commissioner Splaine	"Aye"
Commissioner Shaheen	"Aye"

**B. CHIEF OF POLICE:**

**OLD BUSINESS** – From the April 23<sup>rd</sup>, 2019 Meeting:

1. Grants & Donations:

a. Donation of \$55 made by West End Studio. The donation will support our Police Explorers Post.

**Action: Commissioner Shaheen moved** to accept the grant from West End Studios in the amount of \$55 in support of the



Portsmouth Police Explorers, and forward to the City Council for their action.

**Seconded by Commissioner Onosko.**

**On a Voice Vote:** The motion passed to accept the grant from West End Studios in the amount of \$55 in support of the Portsmouth Police Explorers, and forward to the City Council for their action.

**NEW BUSINESS:**

1. Recognition – Chief Merner briefly described the work of Officer Nick Small who took a theft report from an elderly citizen, and following his good police intuition and genuine concern for this exploited elderly person, put together a significant case of multiple thefts at multiple housing properties. This successful case ended a crime spree and restored stolen property to its owners.
2. Letters of Appreciation from Outside the Department –
  - a. A note of thanks from Asst. Mayor Lazenby for the ride-along experience of seeing our Portsmouth Officers in action on a busy Friday night.
  - b. Thank you from the Portsmouth Catholic Share Fund for the safety training given to their staff by Det. Rochelle Navelski.
  - c. A thank you note received from everyone at 'Hive', in commemoration of National Police Week. Hive is a thriving local business in Portsmouth.
  - d. Granite State Defense Options thanked Chief Merner for the safety and self-defense instruction given by Officer Rochelle Navelski.
3. Accreditation Update – The department has begun the stewardship and preparation process to be ready for re-accreditation in 2023.
4. Traffic Stats for the Month of April:
  - a. 1,095 motor vehicles stops
  - b. 133 summonses
    - i. 24 for speeding
  - c. 32 accidents
  - d. Chief Merner noted that our Persons-in-Crisis calls are increasing daily. Many involve mental health emergencies and addiction-related crises. These are by nature time and resource intensive calls.
5. Financial Report:
  - a. Strategic Plan



- b. Grant & Application updates
  - c. Facilities Report
- 6. Chief Merner – Summarized a news story in The Union Leader regarding the work of Portsmouth Det. Sgt. John Peracchi, who is the Internet Crimes Against Children Commander for New Hampshire. The work of Det. Sgt. Peracchi and his ICAC Task Forces resulted in 12 arrests for online solicitations of minors for sex. Chief Merner added that a Federal grant and a State grant pay the full salary for Det. Sgt. Peracchi, as well as several part time positions outside the agency that provide admin. and field support for the Task Force.
- 7. Chief Merner added a brief update on the sentencing of an individual in Maine who had been spoofing other people's email addresses and using them to terrorize people in colleges, schools, and other police departments. In particular, the felon used Chief Merner's email address to send threatening emails to members of police admin. staff.

**C. PATROL DIVISION:**

- a. This report was included in the 5-28-19 commission meeting packet.

NOTE: Chief Merner took a moment to speak about the sudden loss of K-9 Max. He said the Department will be scheduling a service for Max. Officer Blanding has asked for some privacy during this difficult time. We have received an outpouring of support from around the country and around the world. It has been an amazing response.

**VII. COURT OFFICE REPORT:**

- a. This confidential report was included in the 5-28-19 commission meeting packet.

**VIII. MISCELLANEOUS/OTHER BUSINESS: None.**

**IX. NEXT REGULAR MEETING:**

The next commission meeting is scheduled for Tuesday, July 23<sup>rd</sup>, 2019; there is no Police Commission Meeting in June. The public session begins at 5:30 p.m. in the Eileen Dondero Foley Council Chambers.

X. **MOTION TO ADJOURN:**

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

**Action:** Commissioner Shaheen moved the May 28<sup>th</sup>, 2019 Police Commission Meeting be adjourned.

**Seconded by Commissioner Splaine.**

**On a Voice Vote:** The motion passed to adjourn the May 28<sup>th</sup>, 2019 Monthly Police Commission Meeting at 6:21p.m.

END OF MEETING

*Kathe*

*Respectfully Submitted By Kathleen Levesque, Executive Assistant*

*Reviewed By Commissioner Splaine, Clerk of the Commission*

*Jim Splaine*

POLICE  
COMMISSION  
BUSINESS



**POLICE COMMISSION – NEW BUSINESS**

**JULY 23<sup>RD</sup>, 2019 MEETING**

**V. NEW BUSINESS:**

**A. POLICE COMMISSION:**

**1.) Commissioner Onosko:**

- a. Review & vote on the three police union contracts
- b. Update on Body-Camera Subcommittee findings and recommendations

**2.) Commissioner Splaine:**

- a. Should we adopt a position on the matter of the technology of ‘facial recognition’?
- b. What is the status of GPS technology in Portsmouth Police Department vehicles, and should we enhance it so that all vehicles will be able to be tracked in event of an emergency?



July, 2019

**Policy Body-Worn Cameras in Portsmouth:**  
**Pros and Cons Identified by the Police Commission's Body-Cam Sub-Committee**

In Fall 2018, the Portsmouth Police Commission (PC) unanimously agreed to create a sub-committee comprised of the three commissioners, citizens and representatives from the police department (PD) to review the pros and cons of equipping officers with "body worn cameras" (BWCs). Given the trend nationally toward adoption of car and body cameras by police departments, the Commission agreed that an exploration of the issue now would be prudent. The sub-committee focused on body camera adoption issues only; in-car cameras may be reviewed at a future date.

Following a public request for volunteers and a review of the pool of 17 applicants, seven citizens were selected by the PC in November 2018 at a non-public session and then appointed and confirmed later that evening at the Commission's public meeting. The citizen members are: Albert (Buzz) Scherr, Meghan Hagaman, Kathleen Collier, Jen Murray, Tom Morgan, Karen Bouffard and Mike MacDonald.

Commissioners Joe Onosko, Jim Splaine and Stefany Shaheen also attended the meetings, along with the following department personnel: Chief Robert Merner, Captain Mark Newport, Lieutenant Darrin Sargent, Dispatcher Ed Walsh, IT Specialist Jim Layton, Patrol Officer Aaron Stacy, Patrol Office Sean Evans, and Administrative Manager Karen Senecal.

The seven-member citizen group, with support from PD personnel and the commissioners, were charged with:

- (a) reviewing research findings to determine the impact, benefits, concerns, legal and technological implications, and costs of BWC adoption, and
- (b) creating a report and sharing it with the community.

At the first meeting, the group was told by the PC that they could either create a pro and con summary without taking a position on adoption, or they could include a recommendation.

The group was also told the final decision would be the responsibility of the PC and that a Commission decision would not be made until feedback was received from the community following a release of the report and a public presentation by the sub-committee.

The Body-Cam Sub-Committee first convened on November 29, 2018 and held nine meetings over the winter and spring. At the initial meeting, UNH Law Professor Buzz Scherr was selected chair of the sub-committee. Each meeting lasted approximately two-hours and involved many discussions amongst the citizen and police members (see meeting minutes for details of each session).



The sub-committee heard from three police departments in New Hampshire that had either adopted body-cams or were engaging in a pilot program:

- The Dunbarton Police Department is small with five full-time officers. It chose to adopt BWCs at the instigation of two officers. They have a voluntary program in which three officers have chosen to use them and two have not. They are using Axon Corporation's BWCs.
- The Goffstown Police Department is larger with about 35 full-time officers. They chose to adopt BWCs at the instigation of the chief who saw them as the wave of the future and wanted to get ahead of the curve.
- The Manchester Police Department is the state's largest, with about 240 full-time officers. They researched BWCs a year or so ago but did not move forward. More recently, at the instigation of the new chief, and the financial support from the mayor and the Board of Aldermen, they decided to move forward with BWCs. They recently completed a pilot program with 14 officers, some of whom were chosen because they did not like the idea of BWCs.

The sub-committee also met with Professor Daniel Bromberg, a nationally known BWC researcher at the Carsey School of Public Policy at the University of New Hampshire. His research has focused on studying public attitudes towards BWCs, in particular, whether the adoption of BWCs had a measurable effect (positive or negative) on public attitudes towards police departments.

Professor Bromberg and several sub-committee members provided voluminous research for the committee to review, including research studies that used officer and citizen perceptions and/or actual behavioral outcomes related to the following: excessive force, biased policing, citizen conduct, judicial outcomes, officer motivation and officer productivity measures (e.g., number of citations written, arrests made). In addition, the sub-committee received model protocols for departments using BWCs, collective bargaining agreement models, pieces from non-profit advocacy groups on both sides of the issue, as well as other research.

Finally, after reviewing the range of issues, three members of the sub-committee (Chair Scherr, Police Commissioner Onosko, and PD Administrative Manager Senecal) met with two of the leading BWC vendors, Axon Corporation (used by the Goffstown and Dunbarton PDs) and Pileum Corporation, a reseller for BWCs (used in the Manchester PD's pilot program) to learn about the equipment and other adoption costs. Both vendors provided the sub-committee with a deeper understanding of their products, their use, and their costs.



The sub-committee collected information generally about the direct and indirect potential costs for the adoption of BWCs. The task of weighing the benefits to the department versus the costs of adopting BWCs is a decision for the Police Commission itself. That elected oversight body has full knowledge of the police department's goals, objectives and budget, and how BWCs would fit into the overall department strategic and budget plan. The Commission members attended a majority of the sub-committee's meetings and, therefore, are aware of the many variables to consider when making an adoption decision.

The sub-committee learned that the adoption of BWCs would involve a direct financial commitment of somewhere between \$427,500 and \$699,675 over a five-year contract commitment (an average of \$85,500 to \$139,935 per year) based upon a vendor's most favorable and useful plan. Car cameras would be extra, as would additional features vendors offer. This direct cost does not include potential indirect costs such as; adding cell phone plans for each camera to the department's cell-provider contract at approximately \$19,000 per year, staffing issues for video evidence handling, discovery and Right to Know requests. It also does not include the issue of whether the department's current IT infrastructure is capable of managing the adoption of BWCs, or if current staffing can handle equipment maintenance and trouble shooting. Nor does it include an assessment of federal grants that may be available for one-time equipment costs only. Such considerations are in the purview of the Commission, whose job it is to assess the costs of immediate adoption, or the efficacy of phased adoption, and in relation to other Portsmouth PD needs and priorities.

Finally, the sub-committee has made every attempt to track down and assess issues raised by sub-committee members. The pro and con list that follows is an effort to identify the pros and cons of BWC adoption grounded in: (a) published research and other literature, (b) perceptions provided by the three New Hampshire PDs interviewed, and (c) assessments offered by members of the Portsmouth PD and citizens participating on the committee.

At the final meeting of the sub-committee on July 9, 2019, the citizen representatives decided (i) they wanted to make a recommendation and (ii) identified and voted on three options. The results are as follows (one representative was absent):

**Implement body cameras** at this time: **1**

**Do not adopt body cameras** at this time: **5**

**No recommendation** at this time: **0**

## Pro and Con List

### PROS

- Officer safety options available (dependent upon vendor/equipment chosen):
  - Provides for car location GPS (PPD currently does not have)
  - Provides for officer location GPS (PPD currently does not have)
  - Ability to notify dispatch of an officer down without manual activation by officer
  - Non-manual activation when running, when shots fired, with removal of gun from holster, when entering a previously designated zone/area
- Citizen-encounter documentation:
  - Ability of department to include officer perspective to any citizen smartphone video and testimony
  - Assist in resolution of citizen complaints
  - Officer protection from false allegations by citizens
  - Potential moderating effect on aggressive citizen behavior with awareness of BWC
- Administrative benefits:
  - Prosecution support; visual and auditory data may aid in the resolution of civil and criminal cases
  - May provide evidence of improper officer conduct
  - Evidence from the three NH departments we interviewed and the studies we reviewed suggest some degree of buy-in from officers once they had experience with BWCs
  - Parameters of officer use has been effectively negotiated between towns and unions in the Collective Bargaining Agreement (CBA)
  - Can use video for training
  - Privacy protection technology comes with BWCs (though privacy breaches can occur -- see con list below):
    - Ability to turn camera off while maintaining audio recording (e.g., in domestic violence cases)
    - Video redaction feature to mask or blur the identity of any individual (e.g., a bystander)

### CONS

- Studies consistently show little effect on citizen perception of trust in departments using BWCs.
- Studies of police perceptions regarding the impact of BWCs on: (a) use of force, (b) citizen complaints, (c) officer activity/productivity, and (d) judicial outcomes, result in mixed/conflicting findings. The one randomized controlled trial that examined behavioral outcomes (not officer perceptions) conducted in Washington, DC found no effect of BWCs on officer behaviors in any of the above four areas. (Apert & McLean; "Evaluation Effect of Body Worn Cameras: A Randomized Controlled Trial")



- IT concerns:
  - Police department technology would require significant upgrades to support what is needed for BWCs
  - Dispatch would also need technology infrastructure upgrades
- Administrative requirements:
  - Officer training
  - Officer data entry during or after each shift
  - Labor for video evidence management, including discovery and potential increase in Right to Know requests
  - Labor for equipment maintenance and trouble shooting
  - Implementation and compliance challenges. A number of research papers highlighted the need to set clear directives on BWC use, as there can be confusion or non-compliance by officers ("Where is the Goal Line"? Apert & McLean; "Evaluation Effect of Body Worn Cameras: A Randomized Controlled Trial")
- BWCs do not address a problem in Portsmouth:
  - Body cameras are not needed because the Portsmouth PD does not have citizen complaints regarding undue force, biased policing and other officer behaviors
- Prosecution impact:
  - None of the NH PDs we talked with could think of a video that helped with a prosecution, nor did the study of BWC outcomes find a positive effect on judicial outcomes (i.e., "Evaluation Effect of Body Worn Cameras: A Randomized Controlled Trial")
- Privacy and assistance to police:
  - Potential citizen privacy violations: a concern with having their face on camera
  - Right to Know requests revealing embarrassing moments for citizens
  - Can't guarantee security breaches won't happen
  - Citizens may be less willing to say anything to help the police because it's on videotape
- Officer impact:
  - Officers may feel they have less discretion in how they resolve an incident (resulting in an increase in citations according to some of the studies reviewed)
  - Impedes their sense of professionalism, motivation and quality of their interactions with citizens

### Other Considerations

In addition to the above pro and con list, the sub-committee offers the following observations:

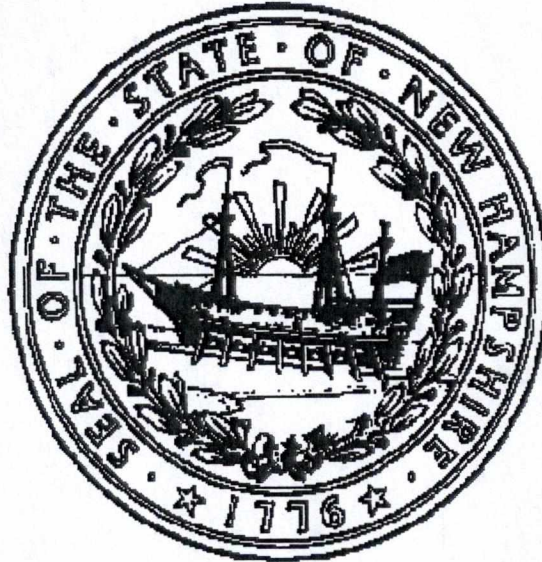
- A number of police departments in the US have pulled out of police cam contracts or not gone forward following a pilot program due to changes in state requirements regarding data storage and other aspects of BWCs that significantly increased annual costs to PDs.
- Contract negotiations with BWC providers now involve explicit provisions about the cost increases in subsequent contracts (to avoid ballooning charges by the provider).
- The PC at a future date may want to review the pros and cons of cameras in PD cruisers.
- For officer safety, the PC should consider equipping all cruisers with GPS technology.

# CHIEF'S REPORT





# STATE OF NEW HAMPSHIRE



## DEPARTMENT OF JUSTICE

**Gordon McDonald  
Attorney General**

### Subgrant Application

Part 1  
Received/Submitted in June per  
instructions from grant manager





## **APPLICATION CHECKLIST**

Please be sure that the following sections are completed and returned with your grant application. Please include a completed copy of this checklist in your application.

### **Documents/Attachments due with the application:**

- ☒ **Cover Page**
- ☒ **Application Abstract & Narrative**
- ☒ **Budget Itemization**
- ☒ **Budget Narrative**
- ☒ **Audit Report with Management letter (Electronic copy or web link)**
  - ☐ **Check if a paper copy is being mailed separately. (Electronic copy not available.)**
  - ☐ **Check if Organization does not have an Audit.**
- ☐ **Agency Board of Directors & IRS 990 Tax Form (If Applicable)**
- ☐ **Program Income Collection and Reporting Plan (If Applicable)**
- ☐ **Effective Practice Form (If Applicable)**
- ☒ **DUNS Number And SAM Registration Completed**
- ☒ **Application Checklist**



# 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, 2019

Ending Date: June 30, 2021

Program Implementation Date: July 1, 2019

DUNS #: 073976706

Federal Funds Requested \$ 500,000 (250,000FY20, 250,000FY21) SAM Expiration: 09/17/19

Agency Name: City of Portsmouth Police Department

**Chief Elected Official/Head of Agency\***

Name: Robert Merner

Title: Chief of Police

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

Telephone: 603-610-7457

Fax: 603-433-8809

E-mail: rmerner@cityofportsmouth.com

**Project Director**

Name: John W. Peracchi

Title: Detective Sergeant-ICAC  
Commander

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

Telephone: 603-610-7432

Fax: 603-427-1574

E-mail: jperacchi@cityofportsmouth.com

**Financial Officer**

Name: Karen A. Senecal

Title: Administrative Manager

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

Telephone: 603-610-7416

Fax: 603-427-1510

E-mail: senecalk@cityofportsmouth.com

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

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

Grantee Name: Portsmouth Police Department

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

Grantee Point of Contact

Detective Sergeant John W. Peracchi  
NH ICAC Task Force Commander  
(603) 610-7432  
jperacchi@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 law enforcement affiliates across the state who designate their personnel in these efforts.

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

It is also important to provide a community education component and relay the importance of public diligence as a crime prevention tool. Curriculum materials will be distributed through community outreach programs, live presentations, or through learning institutions. By educating community members, we anticipate lower victimization rates while increasing the number of bona fide police reports. Ultimately, educating the public allows the police to respond faster and with greater effectiveness to these crimes.

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

Amount Requested: \$ 500,000  
(\$ 250,000 FY20/250,000 FY21)





## **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. Another study published the Pew Research Center on May 31, 2018 revealed that "95% of teens have access to a smart phone and 45 % say they are 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 his or her 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. Snapchat and Instagram have now become the most popular and frequently used social media platforms among teens; half of teens use Instagram, and nearly as many use Snapchat.<sup>1</sup>

Unfortunately, as the country embraced computer technology, simultaneously, a more nefarious group has also migrated to the Internet. Criminals hoping to exploit children immediately recognized the unprecedented and virtually unrestricted access they would now have to children, many of whom are naive to the dangers of online communications. This conclusion is supported by numerous studies. An in-depth study by the Pew Research Center 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. Research published on June 12, 2017 by the Journal of Adolescent Health, shows that one in five youth between the ages of nine and seventeen will view unwanted sexual material online. Additionally, the majority of teens have also experienced some form of cyberbullying online. According to a survey published by the Pew Research Center on September 27, 2018, “6 out of 10 teens have been bullied or harassed online and at the same time, teens mostly think teachers, social media companies and politicians are failing at addressing this issue.” To reduce the online exploitation of children, ICAC Task Force members must be conversant 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 criminals that exploit our youth. We propose to continue achieving this goal by using ICAC "Forensic Shield" grant funds for: Training, improvements to our lab located in Manchester, continue to support workstations and satellite laboratories 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, 2019 and end on June 30, 2021.

The Portsmouth Police Department will serve as grantee. Detective Sergeant John W. Peracchi 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 100). 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.

**FY20/FY21 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, national, and international problem. The federal government acknowledged the need for coordinated local agencies' 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 only 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. 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 John W. Peracchi currently acts as the Commander of the NH ICAC Task Force and has served in that capacity since 2018. He has 22 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, Hinsdale, Derry, Strafford County Sheriff's, Cheshire County Sheriff's, Grafton County Sheriff's, the NH State Police 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 100.

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.



# NEW HAMPSHIRE DEPARTMENT OF JUSTICE BUDGET DETAIL WORKSHEET

Project start - 07/01/2019 Project end - 06/30/2021

A	Personnel /Salaries	\$290,314
B	Personnel / Fringe Benefits	\$140,416
C	Travel	\$0
D	Equipment	\$0
E	Supplies	\$0
F	Construction	\$0
G	Consultants & Contracts	\$39,078
H	Other	\$30,192
I	Indirect Costs	\$0
<b>TOTAL</b>		<b>\$500,000</b>

## A) PERSONNEL SALARIES

### Regular Salaries

	Projected 7/1/19 - 6/30/20 12mo. Costs	Projected 7/1/20 - 6/30/21 12mo. Costs		24-mo Salary
Deputy Lt. Todd Faulkner(Cheshire County Sheriff's)			Multiplier	
	\$57,616	\$60,497	0.70 =	\$82,679
Deputy Steve Bourque (Strafford County Sheriff's)			Multiplier	
Up to <u>32</u> hrs/wk (HOURLY)	\$46,026	\$46,947	1 =	\$92,973
Deputy Matt Flemming (Hillsborough County Sheriff's)				
Up to <u>26</u> hrs/wk (HOURLY)	\$25,688	\$26,202	1 =	\$51,890
Trooper Kelly Wardner (NH State Police)				
Up to <u>16</u> hrs/wk (HOURLY)	\$31,075	\$31,697	1 =	\$62,772

**Total 12-Month Salary** **\$290,314**

## B) PERSONNEL FRINGE BENEFITS

### Regular Benefits

	7/1/19 - 6/30/20 12 mo. Costs	7/1/20 - 6/30/21 12mo. Costs	%	24-mo Benefits
Deputy Lt. Todd Faulkner(Cheshire County Sheriff's)			Multiplier	
Incentive Stipend	\$6,906	\$7,044	0.7	\$9,765
Retirement	\$18,343	\$19,877	0.7	\$26,754
Medicare	\$936	\$979	0.7	\$1,340
Health	\$25,805	\$26,321	0.7	\$36,488
Dental	\$361	\$368	0.7	\$510

Life	\$6	\$6	0.7	\$8
STD	\$285	\$285	0.7	\$398
W/C	\$1,429	\$1,429	0.7	\$2,000
Unemployment	\$44	\$44	0.7	\$62
	<u>\$54,114</u>	<u>\$56,353</u>	0.7 =	<u>\$77,326</u>

**Deputy Steve Bourque (Strafford County Sheriff's)**

Retirement	\$13,085	\$13,816	Multiplier 1	\$26,902
Medicare	\$667	\$681	1	\$1,348
	<u>\$13,753</u>	<u>\$14,497.16</u>	=	<u>\$28,250</u>

**Deputy Matt Flemming (Hillsborough County Sheriff's)**

Retirement	\$7,303	\$7,711	Multiplier 1	\$15,014
Medicare	\$372	\$380	1	\$752
	<u>\$7,676</u>	<u>\$8,091.10</u>	=	<u>\$15,767</u>

**Trooper Kelly Wardner (NH State Police)**

Retirement	\$8,835	\$9,328	Multiplier 1	\$18,163
Medicare	\$451	\$460	1	\$910
	<u>\$9,285</u>	<u>\$9,787.94</u>	=	<u>\$19,073</u>

**Total 12-month Benefits** \$140,416

**C) TRAVEL**

<u>Purpose</u>	<u>Location</u>	<u>Item</u>	<u>Calculation</u>	<u>Cost</u>
	TBD	Lodging	(0 x 0 x 0 nights x 0)	\$0
		Airfare	(0 x 0 x 0)	\$0
		Meals	(0 x 0 x 0 x 0)	\$0
<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** \$0

**D) EQUIPMENT**

NONE	N/A	\$0
		\$0

**Total Equipment** \$0

**E) SUPPLIES**

NONE

**Total Supplies** \$0



**F) CONSTRUCTION**

NONE

N/A

\$0  
Total Construction

\$0

**G) CONSULTANTS & CONTRACTS**

2% Cola

7/1/19 - 6/30/20

7/1/20 - 6/30/21

FY20

FY21

12mo. Costs

12mo. Costs

**Agency**

OT Rate

OT Rate

# Hours

# Hours

Extension

Nashua	Det. Caleb Gilbert	\$58	\$59	20	20	2,346
Concord	Det Michael Cassidy	\$55	\$56	20	20	2,207
Manchester	Det Lou Krowczyk	\$59	\$60	20	20	2,369
Exeter	Det. Evan Nadeau	\$40	\$41	20	20	1,626
Derry	Det. Scott Tomkins	\$54	\$55	20	20	2,173
Londonderry	Det Michael Tufo	\$56	\$57	20	20	2,251
Berlin	Det. Sgt. Wade Goulet	\$43	\$44	20	20	1,729
Gilford	Ofc. Christopher Jacques	\$49	\$50	20	20	1,997
Dover	Det. Adam Gaudreault	\$47	\$48	20	20	1,891
Lebanon	Sgt. Richard Norris	\$59	\$60	20	20	2,383
Conway	Sgt. Ryan Wallace	\$52	\$53	20	20	2,102
Grafton	Lt. Frederic James III	\$46	\$47	20	20	1,862
County Sheriff's						24,937

Medicare (1.45%) 362  
 Retirement (28.43%) 7,089  
 7,451

Total \$32,388

Agency:

Other NH ICAC Affiliate providing support to an ICAC Operation\*

\* As apprvd by NH ICAC Cmdr

\$51 \$52 50 50 5,151  
 \$5,151

Medicare (1.45%) 75  
 Retirement (28.43%) 1,464  
 \$1,539

Total \$6,690

Total Consultants &amp; Contracts \$39,078

**I) OTHER**

Cellbrite Training  
 Computer Imaging

(3x 3000 x 2yr) \$18,000  
 (4 x 3048) \$12,192  
 \$0  
 \$0  
 \$0

Total Other \$30,192

**J) INDIRECT COSTS**

NONE

N/A

\$0

Total Indirect Costs \$0



## New Hampshire Department of Justice

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### BUDGET NARRATIVE:

#### **Personnel (Salaries and Fringe Benefits):**

Cheshire County Sheriff's Department Deputy Todd Faulker, Strafford County Sheriff's, Department Deputy Steve Bourque, Hillsborough County Sheriff's Department Deputy Matthew Fleming and NH State Police Trooper First Class Kelly Wardner have all received extensive training in computer forensics and investigatory training for the ICAC Taskforce. Deputy Faulker will provide 100% of his duty time towards ICAC investigations, with some costs covered by Strafford County. Deputy Bourque will provide up to 32 hours, Deputy Fleming up to 26 hours and Trooper First Class Wardner will provide up to 16 hours per week. All will be 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 these activities.

#### Definitions:

**Personnel/Salary:** The collective bargaining agreements at the Cheshire County Sheriff's, Strafford County Sheriffs, Hillsborough County Sheriffs, and NH State Police dictate the salary and benefits of each investigator. As a result, the salary figures included in the grant for the second year are **projected** based on an average 2% COLA increase effective 7/1/20.

#### **Fringe:**

Incentive Stipend: for Deputy Lt. Faulkner is equivalent to a "Special Detail" stipend for this specific detective assignment.





Health: Employer portion of health insurance premiums for Faulkner are established by the Cheshire County Sheriff's vendor.

Dental: Employer portion of dental insurance premiums for Faulkner are established by the Cheshire County Sheriff's vendor.

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 FY20 & 21 (city's fiscal year) will be 28.43%.

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

Life: Employer portion of life insurance premiums for Deputy Lt. Faulkner are established by the Cheshire County Sheriff's vendor.

STD: Employer portion of Short Term Disability insurance premiums for Deputy Lt. Faulkner are established by the Cheshire County Sheriff's vendor.

W/C: Employer portion of Workers Compensation insurance premiums for Deputy Lt. Faulkner are established by the Cheshire County Sheriff's vendor.

Unemployment: Employer portion of Unemployment insurance premiums for Deputy Lt. Faulkner are established by the Cheshire County Sheriff's vendor.

**Travel:**

No travel costs are included in this proposal.

**Equipment:**

No equipment costs are included in this proposal.

**Supplies:**

No supply costs are included in this proposal.

**Construction:**

No construction costs are included in this proposal.

**Consultants and Contracts:**

This grant includes funds for reimbursement of overtime expenses to the affiliates of NH ICAC. The cities of Concord, Manchester, Nashua, Exeter, Derry, Londonderry, Berlin, Gilford, Dover, Lebanon, Conway, Grafton County Sheriff's 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 7/1/19 and projected 7/1/20), plus Medicare (1.45%) and the New Hampshire Retirement System mandated employer contribution rate of 28.43% (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 affiliate staff training for Cellbrite and computer imaging.

**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 Forensic Shield program 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:

*Robert M. Morris*

(see attached email)

Date submitted: 6/19/18

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.

## Karen Senecal

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**From:** Robert Merner  
**Sent:** Monday, June 17, 2019 1:01 PM  
**To:** Karen Senecal  
**Subject:** Re: ICAC - Forensic Shield (State Program)

Karen  
I approve.  
RM

Sent from my iPhone

On Jun 17, 2019, at 12:18 PM, Karen Senecal <[senecalk@cityofportsmouth.com](mailto:senecalk@cityofportsmouth.com)> wrote:

Good Morning Chief,

I have attached the ICAC Forensic Shield subgrant application.

This is for the \$500,000 funding (\$250K/each per FY20 and FY21).

Please review and respond to this email that you approve the application.

Thank you!  
Karen

Karen A. Senecal  
Administrative Manager  
Portsmouth Police Department  
5 Jenkins Avenue  
Portsmouth, NH 03501

Direct Dial: 603-610-7416  
Cell: 207-522-6551  
Fax: 603-427-1510

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The City of Portsmouth, New Hampshire Police Department states that this electronic message and any attachments may contain information that is confidential and/or legally privileged in accordance with NH RSA 91-A and other applicable laws or regulations. It is intended only for the use of the person and/or entity identified as recipient(s) in this message. If you are not intended recipient of this message, please notify the sender immediately and delete the material. Do not print, deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the information it contains unless authorized to do so. Thank You.

<ICAC Forensic Shield App FY20-FY21.pdf>

The City of Portsmouth, New Hampshire Police Department states that this electronic message and any attachments may contain information that is confidential and/or legally privileged in accordance with NH RSA 91-A and other applicable laws or regulations. It is intended only for the use of the person and/or entity identified as recipient(s) in the message. If you are not intended recipient of this message, please notify the sender immediately and delete the material. Do not



### New Hampshire Performance Measures

Monthly Measures				January 2017	January 2018	Change	% Change
				- December 2017	- December 2018		
Documented Complaints	Traveler	Proactive		18	8	-10.00	-55.6%
		Reactive		4	3	-1.00	-25.0%
	Enticement	Proactive		14	5	-9.00	-64.3%
		Reactive		17	28	11.00	64.7%
	Obscenity Directed to Minors	Proactive		8	8	0.00	0.0%
		Reactive		31	38	7.00	22.6%
	Child Prostitution	Proactive		0	0	0.00	0%
		Reactive		1	1	0.00	0.0%
	Child Pornography	Manufacture	Proactive	6	7	1.00	16.7%
			Reactive	19	38	19.00	100.0%
		Distribution	Proactive	16	34	18.00	112.5%
			Reactive	30	52	22.00	73.3%
		Possession	Proactive	18	25	7.00	38.9%
			Reactive	55	94	39.00	70.9%
Case Information	# of Investigations			181	233	52.00	28.7%
	Arrests			27	22	-5.00	-18.5%
	Cybertips Received			690	516	-174.00	-25.2%
	Case Dispositions	Unfounded		11	17	6.00	54.5%
		Suspended		13	15	2.00	15.4%
		Plea		12	5	-7.00	-58.3%
		Trial		2	4	2.00	100.0%
	Case Referrals	Federal		8	6	-2.00	-25.0%
		State		8	21	13.00	162.5%
		Local		14	15	1.00	7.1%
Submitted for Federal Prosecution				6	5	-1.00	-16.7%
Accepted for Federal Prosecution				5	2	-3.00	-60.0%

Monthly Measures			January 2017	January 2018	Change	% Change
			December 2017	December 2018		
		CVIP Submissions (Cases)	8	12	4.00	50.0%
		Affiliated Agencies Added	0	0	0.00	0%
	Child Victims Identified	Historical CVIP	0	0	0.00	0%
		Historical Cases	0	0	0.00	0%
		Child Victims Identified with Images	3	20	17.00	566.7%
		Child Victims Identified without Images	1	1	0.00	0.0%
Court Actions	Subpoenas or Court Orders	Federal	72	72	0.00	0.0%
		State/Local	29	67	38.00	131.0%
	Search Warrants	Federal	2	8	6.00	300.0%
		State/Local	93	139	46.00	49.5%
Technical Assists	Technical Support		503	519	16.00	3.2%
	Forensic Exams	Number of Hard Drives	134	351	217.00	161.9%
		Number of Cell Phones	476	547	71.00	14.9%
		Number of CDs/DVDs	63	211	148.00	234.9%
		Number of Other (Thumb drives, SD cards)	143	203	60.00	42.0%
		Number of Gigabytes Examined	121424.8	207727.253	86302.45	71.1%
	Previews	Number of Items Previewed	275	215	-60.00	-21.8%
Training	Training Sessions Provided		4	17	13.00	325.0%
	Law Enforcement Trained		70	285	215.00	307.1%
	Prosecutors Trained		1	13	12.00	1200.0%
	Other Professions Trained		2	40	38.00	1900.0%
	# Sent to ICAC T&TA Training		38	22	-16.00	-42.1%
	# Sent to Other Training		16	26	10.00	62.5%
Community Outreach	Presentations		53	81	28.00	52.8%
	Number of Attendees (Presentations)		1421	4230	2809.00	197.7%



## Monthly Measures

	January 2017	January 2018	Change	% Change
	December 2017	December 2018		
Public Events	1	5	4.00	400.0%
Number of Attendees (Public Events)	15	140	125.00	833.3%
Public Awareness	3	14	11.00	366.7%

## GRANT AGREEMENT

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

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Subrecipient Name Portsmouth Police Department		1.4. Subrecipient Address 3 Junkins Avenue, Portsmouth, NH 03801	
1.5 Subrecipient Phone # 603-610-7457	1.6. Account Number 2601-073-500580	1.7. Completion Date 06/30/2021	1.8. Grant Limitation \$ 500,000
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number 603-271-1234	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1 Robert M. Merner, Chief of Police	
Subrecipient Signature 2 If Applicable		Name & Title of Subrecipient Signor 2 If Applicable John P. Bohenko, City Manager	
1.13. Acknowledgment: State of New Hampshire, County of _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor	
1.16. Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____			
1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____			

**Part 2**  
Public meeting requirement  
for acceptance pending approval/funding  
at State level

**2.SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").



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



personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the 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. City of Portsmouth Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services rendered in relation to internet crimes against children in compliance with the terms, conditions, specifications, and scope of work as outlined in the Subrecipient's agreement.
2. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient 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 15<sup>th</sup> or 15 days after the close of the first quarter ending on March 31.*
3. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided 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. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.
5. All correspondence and submittals shall be directed to:  
NH Department of Justice  
Grants Management Unit  
33 Capitol Street  
Concord, NH 03301  
603-271-8090 or Thomas.Kaempfer@doj.nh.gov.

## **EXHIBIT B**

### **-SCHEDULE/TERMS OF PAYMENT-**

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

3a. The Subrecipient shall be awarded an amount not to exceed \$500,000 of the total Grant Limitation from 07/01/19 through 06/30/2021, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.



## EXHIBIT C

### -SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms and conditions outlined in Appendix 1 which is subject to annual review.



## Appendix 1

### **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 state and 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 15<sup>th</sup>, or 15 days after the close of the first quarter on September 30<sup>th</sup>. 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:

<b>Objective</b>	<b>Performance Measure(s)</b>	<b>Data Grantee Provides</b>
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.





		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 30<sup>th</sup> of each year beginning June 30, 2019. 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 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

NEW HAMPSHIRE DEPARTMENT OF JUSTICE



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies,



with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.



#### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;  
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:



(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

If you are unable to sign this certification, you must attach an explanation to this certification.

Robert M. Merner. Chief of Police

Name and Title of Head of Agency

Signature

Date

Portsmouth Police Dept, 3 Jenkins Ave, Portsmouth, NH 03801

Name and Address of Agency

## **DONATION TO BE ACCEPTED:**

- ii.) A donation in the amount of \$1,000 from Police Chaplain Jeff Pelkey. Chaplain Pelkey ran the food concessions for the recent PD1 Police K-9 Regional Trials held in Portsmouth. He has donated the cost of supplies and products as well as all of the money raised from the concessions to the Portsmouth Police K-9 Program. (Anticipated Action: A motion will be made to accept the donation of \$1,000 and forward to the City Council for their action.)



# PATROL DIVISION REPORT

## Crime Comparison Report For the period ending 06/30/2019

## Group A Crimes Against Persons

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Kidnaping/ Abduction	2019													
	2018				1									1
	Pct				n/a									n/a
Forcible Rape	2019				1	2	2							5
	2018	3	1	1			1							6
	Pct	n/a	n/a	n/a	n/a	n/a	+100%							-17%
Forcible Sodomy	2019	1												1
	2018													
	Pct	n/a												n/a
Forcible Fondling	2019	1		2			1							4
	2018			2	1	3	1							7
	Pct	n/a		0%	n/a	n/a	0%							-43%
Aggravated Assault	2019	2		3		5	2							12
	2018	2		4		6	1							13
	Pct	0%		-25%		-17%	+100%							-8%
Simple Assault	2019	14	8	23	13	18	13							89
	2018	14	11	22	4	20	19							90
	Pct	0%	-27%	+5%	+225%	-10%	-32%							-1%
Intimidation	2019	8	15	11	12	12	9							67
	2018	11	9	7	8	8	8							51
	Pct	-27%	+67%	+57%	+50%	+50%	+13%							+31%
Statutory Rape	2019	1				1								2
	2018					1								1
	Pct	n/a				0%								+100%
Total Crimes Against Persons	2019	27	23	39	26	38	27							180
	2018	30	21	36	14	38	30							169
	Pct	-10%	+10%	+8%	+86%	0%	-10%							+7%

## Filters/Options Applied

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## Crime Comparison Report For the period ending 06/30/2019

## Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Robbery	2019	1												1
	2018						2							2
	Pct	n/a					n/a							-50%
Burglary/ Breaking and Entering	2019	2	3	4	4									13
	2018		2		2	3	1							8
	Pct	n/a	+50%	n/a	+100%	n/a	n/a							+63%
Extortion/ Blackmail	2019		1	1										2
	2018													
	Pct		n/a	n/a										n/a
Larceny (pick-pocket)	2019					1								1
	2018						1							1
	Pct					n/a	n/a							0%
Larceny (shoplifting)	2019	10	10	7	6	8	7							48
	2018	12	9	9	4	4	6							44
	Pct	-17%	+11%	-22%	+50%	+100%	+17%							+9%
Larceny (from building)	2019	6	2	5	4	5	1							23
	2018	9	8	6	7	3	4							37
	Pct	-33%	-75%	-17%	-43%	+67%	-75%							-38%
Larceny (from coin operated machines)	2019				1									1
	2018													
	Pct				n/a									n/a
Larceny (from motor vehicles)	2019	4	1	2	4	5	6							22
	2018	3	3	1	4	11	10							32
	Pct	+33%	-67%	+100%	0%	-55%	-40%							-31%
Larceny (of motor vehicle parts)	2019		1			1								2
	2018		1											1
	Pct		0%			n/a								+100%
Larceny (all other)	2019	8	9	10	11	14	17							69
	2018	6	10	9	9	10	10							54
	Pct	+33%	-10%	+11%	+22%	+40%	+70%							+28%
Motor Vehicle Theft	2019	1		2	5	3	1							12
	2018		5	2		2	6							15
	Pct	n/a	n/a	0%	n/a	+50%	-83%							-20%
Counterfeit/ Forgery	2019	4	3	3	4		1							15
	2018	4	1	2	5	5	2							19
	Pct	0%	+200%	+50%	-20%	n/a	-50%							-21%

## Filters/Options Applied

Date Used	Report Date used
Time Period	



## Crime Comparison Report For the period ending 06/30/2019

## Group A Crimes Against Property

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Fraud (false pretense;swindle)	2019	8	9	6	5	6	2							36
	2018	7	4	11	5	6	6							39
	Pct	+14%	+125%	-45%	0%	0%	-67%							-8%
Fraud (credit/debit card;ATM)	2019	1		2	1	6	4							14
	2018	2	3	4	5	2	6							22
	Pct	-50%	n/a	-50%	-80%	+200%	-33%							-36%
Fraud (impersonation)	2019	10	6	3	1	2	4							26
	2018	5	3	5	2	5	5							25
	Pct	+100%	+100%	-40%	-50%	-60%	-20%							+4%
Fraud (wire)	2019			1										1
	2018			2										2
	Pct			-50%										-50%
Embezzlement	2019				1									1
	2018		1	1										2
	Pct		n/a	n/a	n/a									-50%
Stolen Property	2019	1		2	3	1	1							8
	2018	2	1	2			2							7
	Pct	-50%	n/a	0%	n/a	n/a	-50%							+14%
Destruction of Property/Vandalism	2019	5	5	14	9	15	16							64
	2018	10	9	14	12	14	16							75
	Pct	-50%	-44%	0%	-25%	+7%	0%							-15%
Total Crimes Against Property	2019	61	50	62	59	67	60							359
	2018	60	60	68	55	65	77							385
	Pct	+2%	-17%	-9%	+7%	+3%	-22%							-7%

## Filters/Options Applied

Date Used	Report Date used
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Crime Comparison Report For the period ending 06/30/2019

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	2019	17	14	17	7	7	6							68
	2018	23	15	8	12	15	16							89
	Pct	-26%	-7%	+113%	-42%	-53%	-63%							-24%
Pornography/Obscene Material	2019		1	3	1	1	1							7
	2018		1	1		1	1							4
	Pct		0%	+200%	n/a	0%	0%							+75%
Prostitution	2019				1									1
	2018	1				1								2
	Pct	n/a			n/a	n/a								-50%
Assisting/Promoting Prostitution	2019				1		1							2
	2018													
	Pct				n/a		n/a							n/a
Weapon Law Violations	2019	1	1	1										3
	2018		1				1							2
	Pct	n/a	0%	n/a			n/a							+50%
Total Crimes Against Society	2019	18	16	21	10	8	8							81
	2018	24	17	9	12	17	18							97
	Pct	-25%	-6%	+133%	-17%	-53%	-56%							-16%

Filters/Options Applied

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## Crime Comparison Report For the period ending 06/30/2019

## Group B Crimes

Crime IBR Category	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Bad Checks	2019	2	4	1	2									9
	2018		2		2		1							5
	Pct	n/a	+100%	n/a	0%		n/a							+80%
Curfew/Loitering/Vagrancy	2019						1							1
	2018													
	Pct						n/a							n/a
Disorderly Conduct	2019	5	10	5	6	4	5							35
	2018	1	6	6		5	2							20
	Pct	+400%	+67%	-17%	n/a	-20%	+150%							+75%
Driving under Influence	2019	6	9	7	7	3	4							36
	2018	5	4	6	5	7	3							30
	Pct	+20%	+125%	+17%	+40%	-57%	+33%							+20%
Drunkenness	2019	8	8	8	7	8	11							50
	2018	10	11	5	8	12	11							57
	Pct	-20%	-27%	+60%	-13%	-33%	0%							-12%
Family Non Violent Offenses	2019	3				1	5							9
	2018	1		1	1	4	2							9
	Pct	+200%		n/a	n/a	-75%	+150%							0%
Liquor Law Violations	2019	2	2	3			3							10
	2018	3	2	1		2								8
	Pct	-33%	0%	+200%		n/a	n/a							+25%
Runaways (under 18yr old)	2019		1	3										4
	2018		1	1	1	2								5
	Pct		0%	+200%	n/a	n/a								-20%
Trespass of Real Property	2019	6	2	2	3	7	6							26
	2018	6	1	5	5	5	1							23
	Pct	0%	+100%	-60%	-40%	+40%	+500%							+13%
All Other Offenses	2019	28	27	20	24	24	22							145
	2018	30	24	30	16	25	18							143
	Pct	-7%	+13%	-33%	+50%	-4%	+22%							+1%
Total Group B Crimes	2019	60	63	49	49	47	57							325
	2018	56	51	55	38	62	38							300
	Pct	+7%	+24%	-11%	+29%	-24%	+50%							+8%

## Filters/Options Applied

Date Used Report Date used

Time Period