



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

April 1, 2019

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

Requested Action

Authorize the Department of Safety (DOS), Division of State Police, to accept and expend \$20,498.00 of federal pass-through funds from NH Department of Justice for the purpose of continuing to fund the investigations of adult sexual assault cases by law enforcement. Effective upon Governor and Council approval through June 30, 2019. Funding Source: 100% Agency Income.

Funds are to be budgeted in SFY2019 in the following account:

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

Class	Description	Current		Revised
		Adjusted Authorized	Requested Action	Appropriation SFY2 019
009-407085	Agency Income	(\$672,960.00)	(\$20,498.00)	(\$693,458.00)
018-500106	Overtime	\$12,378.00	\$0.00	\$12,378.00
030-500311	Equipment	\$519,021.00	\$0.00	\$519,021.00
039-500188	Telecommunications	\$926.00	\$0.00	\$926.00
046-500460	Consultants	\$7,969.00	\$0.00	\$7,969.00
050-500109	Part Time Salaries	\$51,365.00	\$0.00	\$51,365.00
059-500117	Temp Full Time	\$49,692.00	\$15,399.00	\$65,091.00
060-500606	Benefits	\$29,364.00	\$0.00	\$29,364.00
070-500705	In-State Travel	\$2,245.00	\$5,099.00	\$7,344.00
	Total	\$672,960.00	\$20,498.00	\$693,458.00

Explanation

These federal pass-through funds provide for the existing temporary full-time position that supports the investigations of adult sexual assault cases by law enforcement. This position assists in the development and implementation of a network of law enforcement personnel and prosecutors in six NH counties for the purpose of developing and improving best practices not only for the investigations of adult sexual assault cases by law enforcement, but also for increasing the successful prosecution of these cases in the NH courts. The goal is to share expertise between law enforcement and judicial personnel from all six participating counties in order to establish best practices that can be consistently and successfully used throughout the State of New Hampshire. All law enforcement and prosecutor offices seek to gain the necessary expertise to ensure that investigators collect all available evidence in these cases and that prosecutors consider all legal issues and maximize the legal strategies available. The result of this network is anticipated to not only help close the gap between the number of arrests and convictions in adult sexual assault cases, but also strengthen and improve the quality of those convictions, thus increasing the safety of both sexual assault victims and the public.

His Excellency, Governor Christopher T. Sununu
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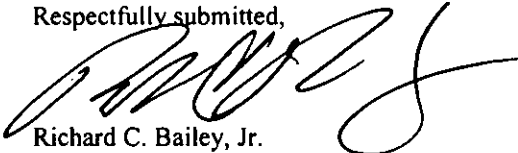
Funds are to be budgeted as follows:

Funds in Class 059 are needed to fund the existing temporary full-time State Police Detective Trooper, LG 21, working out of the State Police Major Crime Unit.

Funds in Class 070 are needed to pay for the vehicle mileage for the State Police Detective Trooper and the part-time Attorney III.

In the event that Agency Income funds become no longer available, General and/or Highway funds will not be requested to support this program.

Respectfully submitted,



Richard C. Bailey, Jr.
Assistant Commissioner of Safety

**Department of Safety
NHDOJ Grants
Fiscal Situation**

Federal Funds Awarded:

Sexual Assault Justice Initiative Grant - 7/1/16-12/31/2018	\$347,005.00
Project Safe Neighborhood MOU - Upon approval - 06/30/2019	\$16,200.00
Natinal Criminal History Improvement Program - Upon approval - 9/30/2020	\$281,121.00
Natinal Criminal History Improvement Program - Upon approval - 6/30/2019	\$237,900.00
Total Grant Funds Awarded	\$882,226.00

Less SFY 2017 expenses	(\$64,625.74)
Less SFY 2018 expenses	(\$124,143.55)
Total	(\$188,769.29)

Net Grant Funds Remaining as of July 1, 2018 (SFY 2019) **\$693,456.71**

Less SFY 2019 Appropriation including prior year encumbrances	
02-23-23-234010-33450000	(\$672,960.00)
Close Out Adjustment	\$3.29

Excess grant funds available to appropriate **\$20,500.00**

This Request **\$20,498.00**

State of New Hampshire

Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Justice (DOJ) is a duly constituted agency of the State of New Hampshire;

Whereas, the New Hampshire Department of Safety (DOS) is a duly constituted agency of the State of New Hampshire;

Whereas, DOJ is responsible for administering funding through the National Criminal History Improvement Program (NCHIP) Cooperative Agreement to fund projects to enhance the collection and reporting of criminal history data;


Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through June 30, 2019 in an amount to not exceed ~~\$237,900~~ *

Whereas, DOS desires to purchase twelve (12) Livescan fingerprinting machines with printers to replace existing Livescan machines that are beyond approved shelf life throughout the state.

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

1. DOJ agrees to pay DOS the amount of \$237,900 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-3426072-500576
2. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
3. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
4. The Memorandum of Understanding is effective until June 30, 2019.
5. This memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
6. The parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the parties and are not legally enforceable.

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



Gordon J. MacDonald, Attorney General

Date:

1/29/19

14. *FOR DOS Department of Safety*



John J. Barthelmes, Commissioner

Date:

1/28/19

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

Department of Safety

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Recipient Name: Department of Safety	Vendor No.: 177878-B001	
Program Name: Project Safe Neighborhoods	Amount: \$ 475,200.00	*
Grant Start Date: 05/16/2018	State Grant Number: 2017PSN02	
Grant End Date: 09/30/2019	Recipient DUNS #: 603405654	
Acct. No.: 02-20-20-201510-4469-072-500576	PO Number: 1061854	
Head of Agency	Project Director	Fiscal Officer
John J. Barthelmes Commissioner 33 Hazen Drive Concord, NH 03305	Nathan Noyes Captain 33 Hazen Drive Concord, NH 03305	Tammy Holso Administrator III 33 Hazen Drive Concord, NH 03305
Federal Grant Name:	Project Safe Neighborhoods	
Federal Agency:	United States Department of Justice	
Bureau/Office:	Office of Justice Programs	
CFDA Number:	16.609	
Federal Grant Number:	2017-GP-BX-0012	
Federal Award Amount:	200000	Fed. Award Date:
Federal Start: 10/1/2017		Federal End: 9/30/2019
Purpose of Grant: (Non R&D)	PSN Gun Crime Reduction	
Program Requirements:	Adherence to Program Conditions and Guidelines.	
Match Requirements:	Match must be spent on program allowable activities.	
Program Income Requirements:	Program Income must be reported and spent on program allowable activities.	
Reporting Requirements:	Monthly or quarterly Financial reports. Required Performance reports and audit. Adherence to Program Conditions and Guidelines. Completion of Monitoring forms and processes.	

John J. Barthelmes
Commissioner

State of New Hampshire

Interagency Memorandum of Understanding

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

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

Whereas, Agency 1 is responsible for administering funding through the National Criminal History Improvement Program (NCHIP) Cooperative Agreement to fund projects to enhance the collection and reporting of criminal history data;

Whereas, Agency 1 desires to enter into a subgrant with Agency 2 for a term from Governor and Council approval through September 30, 2018 in an amount to not exceed ~~\$281,121~~

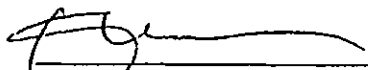
Whereas, Agency 2 desires to purchase twelve (12) Livescan fingerprinting machines with printers and one (1) portable Livescan machine, to replace existing Livescan machines that are beyond approved shelf life throughout the state.

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

1. Agency 1 agrees to pay Agency 2 the amount of \$281,121 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-3426072-500576
2. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
3. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
4. The Memorandum of Understanding is effective until September 30, 2018.
5. This memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.

6. The parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the parties and are not legally enforceable.
7. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
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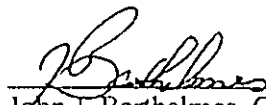
13. *FOR AGENCY 1 Department of Justice:*



Gordon J. MacDonald, Attorney General

Date: 6/1/12

14. *FOR AGENCY 2 Department of Safety*



John J. Barthelmes, Commissioner

Date: 6/5/18