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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

August 8, 2019

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into a **retroactive** subgrant agreement with the New Hampshire Department of Safety (DOS), Concord NH (Vendor #177878-B001), in an amount not to exceed \$70,985, utilizing funds from the Federal Fiscal Year 2018 United States Department of Justice's, National Institute of Justice, Paul Coverdell National Forensic Science Improvement Act (Coverdell) Grant Program for the purpose of purchasing a Fournier-transform Infrared Spectrophotometer (FTIR) drug analysis tool, for drug analyst overtime, for lab certification maintenance, and for lab personnel training from January 1, 2019 through December 31, 2019 upon the approval of the Governor and Executive Council. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds in Fiscal Year 2020 as follows:

02-20-20-201510-4467	<u>FY 2020</u>
Forensic Science Improvement Act	
072-500576, Job #20NFSI18A, Grants Federal	\$70,985

EXPLANATION

The DOJ subgrants funds, from the Federal Coverdell Grant, to DOS every fiscal year. This subgrant is **retroactive** because the federal government shutdown, in the first part of calendar year 2019, hindered the availability of federal funds and the subgrant process.


His Excellency, Governor Christopher T. Sununu
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Page 2 of 2

The 2018 Coverdell Grant is part of the NH Forensic Laboratory and Chief Medical Examiner Assistance project. This subgrant will be utilized by DOS to purchase a FTIR drug analysis tool, will pay overtime for drug analysts, will provide for continued lab certification maintenance and will allow for training for the DOS Forensic Laboratory personnel.

In the event that federal funds become no longer available, General Funds will not be requested to support this program.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



Gordon J. MacDonald
Attorney General

#2454505

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, the DOJ is responsible for providing funding through a subgrant to the DOS.

Whereas, the DOJ to enter into a subgrant with the DOS, for a one year term retroactively from January 1, 2019 through December 31, 2019 in an amount to not exceed \$70,985.00;

Whereas, the DOS is responsible for adhering to all conditions federal financial rules and all applicable state rules and regulations


Whereas, the DOS desires funds toward the purchase of a Fournier-transform Infrared Spectrophotometer (FTIR) and funding for overtime costs for drug analysts, lab certification maintenance and Criminalist training.

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. The DOJ agrees to pay the DOS the amount of \$70,985.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-4467-072-500576, Job #20NFSI18A.
2. The DOS agrees to perform the services described in the attached MOU Exhibit A which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until December 31, 2019.
6. This memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.

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

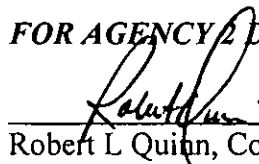
14. **FOR AGENCY 1 Department of Justice:**



Gordon J. MacDonald, Attorney General

Date: 7/23/19

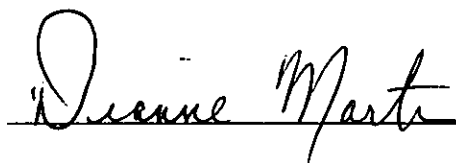
15. **FOR AGENCY 2 Department of Safety**



Robert L. Quinn, Commissioner

Date: 7/17/19

16. **Approved by the Attorney General (form, substance and execution)**



Deanne Marto

Date: 8/8/19

EXHIBIT A

-SCOPE OF SERVICES-

1. New Hampshire Department of Safety (DOS) as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services.
2. The DOS 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 15th or 15 days after the close of the first quarter ending on March 31.*
3. The DOS 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. The DOS shall be required to submit an annual application to the DOJ for review and compliance.
5. The DOS shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with DOS and every attempt shall be made by DOS to accommodate the schedule.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271-8473 or rene.stgeorge@doj.nh.gov. or thomas.kaempfer@doj.nh.gov

Subrecipient Initials

Rd

Date

7/17/19

EXHIBIT B

-SCHEDULE/TERMS OF PAYMENT-

1. The DOS shall receive reimbursement in exchange for approved expenditure reports
2. The DOS 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.

3a. The Subrecipient shall be awarded an amount not to exceed \$70,985.00 retroactively starting 1/1/ 2019 through 12/31/2019.

3b. The Subrecipient desires funds towards the purchase a Fournier-transform Infrared Spectrophotometer (FTIR), \$41,500, and funding for Drug Chemist overtime, \$9,100, Travel and Training, \$12,088, ANAB/LAB Certification Maintenance, \$5,280, Audit set aside, \$270, and Lab indirect costs, \$2,747 totaling \$70,985.00

Subrecipient Initials

RD

Date

7/17/19