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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

May 1, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301-6397

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a subgrant with the New Hampshire Department of Safety (DOS), Concord NH (Vendor #177878-B001), in an amount not to exceed \$65,738, from the Federal Fiscal Year 2018 Paul Coverdell Forensic Science Improvement Grant Program for the purposes of funding drug analyst overtime, lab personnel training, and lab certification maintenance, effective upon Governor and Executive Council approval through December 31, 2020. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-4467	<u>FY 2020</u>
Forensic Improvement Act	
085-588523, Interagency Transfers out of Federal Funds.	\$65,738

EXPLANATION

The New Hampshire State Police Forensic Laboratory is the sole provider of forensic laboratory services in New Hampshire. It delivers lab services, free of charge, to all law enforcement agencies conducting investigations anywhere within the State's borders. The constant requests for lab tests require laboratory personnel to work overtime hours to keep up with demand.

The Paul Coverdell Forensic Science Improvement Grants Program is a formula grant received annually from the National Institute of Justice. The intent of the program is to provide

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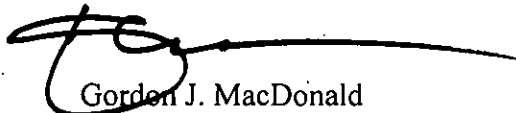
funding to improve forensic science and medical examiner services. This subgrant will fund overtime for State Police laboratory drug analysts, training for lab personnel, and the American Society of Crime Lab Directors (ASCLD/LAB) lab certification maintenance.

For the training and certification components of this grant, technological advances make it critical for laboratory staff to attend educational opportunities in specialized fields. Lab personnel routinely testify as experts in criminal trials on such topics as analysis of fingerprint identification, DNA, drugs, and firearms. Without up-to-date training and certification in areas of expertise, lab personnel would not be able to provide such critical testimony. ASCLD/LAB certification is vital for our lab personnel.

In the event that federal funds are 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

#2726162

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, as herein described in Application #20NFS118A;

Whereas, the DOJ agrees to enter into a subgrant with the DOS, for a term from Governor and Council approval through December 31, 2020 in an amount to not exceed \$65,738.00;

Whereas, the DOS is responsible for adhering to all conditions as set forth in their Application #20NFS118A, federal financial rules and all applicable state rules and regulations of procurement;


Whereas, the DOS desires to provide overtime costs for drug analysts; lab certification and maintenance; and analyst travel and 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 subgrant DOS the amount of \$65,738.00 for the purpose described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-4467-085-588523, Job #20NFS118A.
2. The DOS agrees to carry out the activities 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 subgrant, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until December 31, 2020.

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:**



Thomas Kaempfer, Interim Director of Administration

Date: 3/9/20

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



Robert L. Quinn, Assistant Commissioner

Date: 3/3/2020

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



Date: 3/17/2020

EXHIBIT A

-SCOPE OF SERVICES-

1. The New Hampshire Department of Safety (DOS) as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided to the Department of Safety (DOS) in compliance with the terms, conditions, specifications.
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 15th 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 3 years after the close of the project.
4. Subrecipient shall be required to submit an annual application to the DOJ for review and compliance.
5. 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.
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.

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 of \$65,738.00

3a. The Subrecipient shall be awarded an amount not to exceed \$65,738.00 of the total Grant Limitation from Governor and Council approval through 12/31/2020, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

RD

3/3/2020

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant at all times with the terms, conditions and specifications detailed in the Office of Justice Programs Financial Guide and Special Conditions, which is subject to annual review.

Subrecipient Initials fil

Date 3/3/2020