



ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

August 13, 2020

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

### Requested Action

Authorize the Department of Safety, Division of State Police, to accept and expend \$51,675.00 of federal pass-through funds from the NH Department of Justice to purchase Livescan printers. Effective upon Governor and Council approval through December 31, 2020. Funding Source: 100% Agency Income.

Funds are to be budgeted in the following account:

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

| <u>Class</u> | <u>Description</u>  | <u>Current Adjusted</u><br><u>Authorized</u> | <u>Requested Action</u> | <u>Revised Appropriation</u><br><u>SFY 2021</u> |
|--------------|---------------------|--|-------------------------|---|
| 009-407085   | Agency Income       | (\$336,805.00)                               | (\$51,675.00)           | (\$388,480.00)                                  |
| 018-500106   | Overtime            | \$139,797.00                                 | \$0.00                  | \$139,797.00                                    |
| 020-500200   | Consumable Supplies | \$56,278.00                                  | \$0.00                  | \$56,278.00                                     |
| 030-500311   | Equipment           | \$0.00                                       | \$51,675.00             | \$51,675.00                                     |
| 039-500188   | Telecommunications  | \$1,272.00                                   | \$0.00                  | \$1,272.00                                      |
| 050-500109   | Part Time Salaries  | \$63,171.00                                  | \$0.00                  | \$63,171.00                                     |
| 060-500606   | Benefits            | \$61,655.00                                  | \$0.00                  | \$61,655.00                                     |
| 070-500705   | In-State Travel     | \$11,986.00                                  | \$0.00                  | \$11,986.00                                     |
| 080-500719   | Out-of-State Travel | \$2,646.00                                   | \$0.00                  | \$2,646.00                                      |
|              | <b>Total</b>        | <b>\$336,805.00</b>                          | <b>\$51,675.00</b>      | <b>\$388,480.00</b>                             |

### Explanation

These funds are being used by the Division of State Police to purchase and replace 39 outdated printers used for printing fingerprint cards from individual LiveScan machines. The State of New Hampshire has utilized LiveScan technology to capture fingerprints since 1997. The Division recently replaced end of life LiveScan machines to ensure continued compatibility with related system software. These grant funds will replace existing printers with upgraded models required to achieve maximum operational effectiveness and compatibility with the new LiveScan devices.

In accordance with the 1983 Interstate Identification Index compliance granted by the Federal Bureau of Investigation, the New Hampshire State Police, specifically the Criminal Records Unit, is the sole submitting agency for all criminal ten-print impressions to the FBI. All ten-print impressions, submitted via inked or electronically, by the State, county, local law enforcement agencies, and every correctional facility, are forwarded to the state police Criminal Records Unit for processing and submission to the FBI. In addition, fingerprinting is used as an identification technique for job applicants, particularly in

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those circumstances where identification is critical, and/or where a determination of criminal history (or more precisely, a lack of it) is needed.

Funds are to be budgeted as follows:

Class 030 funds, Equipment, are needed to purchase 39 MS810dn model Livescan printers.

This grant was not budgeted in SFY 2021 because these funds were not anticipated or available during the development of the Department's SFY 20/21 biennial budget.

In the event that federal pass-through funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn  
Commissioner of Safety

**Department of Safety  
NHDOJ Grants  
Fiscal Situation**

**Federal Funds Awarded:**

|   |                     |
|---|---------------------|
| Human Trafficking Collaborative Taskforce Initiatives - Upon approval - 9/30/2022 | \$157,485.00        |
| Coronavirus Emergency Supplemental Funding Program                                | \$457,573.00        |
| National Criminal History Improvement Program - Upon approval - 12/31/2020        | \$51,675.00         |
| <b>Total Grant Funds Awarded</b>  | <b>\$666,733.00</b> |

|                        |                       |
|------------------------|-----------------------|
| Less SFY 2020 expenses | <u>(\$220,707.75)</u> |
| <b>Total</b>           | <b>(\$220,707.75)</b> |

|  |                     |
|--|---------------------|
| <b>Net Grant Funds Remaining as of July 1, 2020 (SFY 2021)</b> | <b>\$446,025.25</b> |
|--|---------------------|

|   |                |
|---|----------------|
| Less SFY 2021 Appropriation including prior year encumbrances<br>02-23-23-234010-33450000 | (\$336,805.00) |
|---|----------------|

|  |                            |
|--|----------------------------|
| <b>Excess grant funds available to appropriate</b> | <b><u>\$109,220.25</u></b> |
|--|----------------------------|

|                     |                    |
|---------------------|--------------------|
| <b>This Request</b> | <b>\$51,675.00</b> |
|---------------------|--------------------|

**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 providing funding through a subgrant to DOS as herein described;

Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through 12/31/2020 in an amount not to exceed \$51,675.00;

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

Whereas, DOS desires to purchase thirty-nine (39) MS810dn model Livescan printers to replace existing Livescan printers 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 \$51,675.00 for the purposes described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-3426-085-588523. Vendor # 311206 (DOS).
2. DOS agrees to carry out 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, 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 12/31/2020.
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.

**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 providing funding through a subgrant to DOS to combat Sex and Labor Human Trafficking statewide and participate in the Human Trafficking Collaborative Taskforce initiatives.

Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through 09/30/2022 in an amount not to exceed \$157,485.\*

Whereas, DOS is responsible for adhering to all conditions as set forth in the attached MOU Exhibit C, for the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant, federal financial rules, and all applicable state rules and regulations of procurement;

Whereas, DOS desires to fund a State Trooper position for 25 hours a week, to focus solely on proactive labor and sex trafficking investigations.

Whereas, DOS desires to support law enforcement officers from smaller jurisdictions with complex trafficking investigations

Whereas, DOS desires to address challenges around collaboration, victim identification and consistency in response to the crime of human trafficking within NH.

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 \$157,485\* for their services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from Accounting Unit: 020-20-20-201510-1072-085-588523, Human Trafficking Grant.
2. 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, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.

**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 providing funding through a subgrant to DOS;

Whereas, DOJ desires to enter into a subgrant with DOS for a term from 01/20/2020 through 01/20/2022 in an amount not to exceed \$457,573.19;

Whereas, DOS is responsible for adhering to all conditions as set forth in their application, Coronavirus Emergency Supplemental Funding Program (CFDA 16.034) federal financial rules, and all applicable state rules and regulations of procurement;

Whereas, DOS desires to fund personnel and benefits for DOS staff to prevent, prepare for, or assist in the response to Coronavirus;

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 \$457,573.19 for their services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 02-20-20-200010-1910-085-500582, Coronavirus Emergency Supplemental Funding Program.
2. 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, 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 01/20/2022.