



State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

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JOHN J. BARTHELMES
COMMISSIONER

February 12, 2019

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court
State House
Concord, New Hampshire 03301

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

[Signature]
Approved by Fiscal Committee Date: 2/12/19

Requested Action

Pursuant to RSA 14:30-a, VI, authorize the Department of Safety (DOS), Division of State Police, to accept and expend two sub-grants from the New Hampshire Department of Justice in the amounts of \$281,121.00 and \$237,900.00, for a total amount of \$519,021.00, to purchase and replace Livescan stations. Effective upon Fiscal Committee and Governor and Council approval through June 30, 2019. 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> <u>Authorized</u>	<u>Requested Action</u>	<u>Revised</u> <u>Appropriation SFY</u> <u>2019</u>
009-407085	Agency Income	(\$174,439.00)	(\$519,021.00)	(\$693,460.00)
018-500106	Overtime	\$12,378.00	\$0.00	\$12,378.00
030-500311	Equipment	\$0.00	\$519,021.00	\$519,021.00
039-500188	Telecommunications	\$926.00	\$0.00	\$926.00
046-500460	Consultants	\$15,969.00	\$0.00	\$15,969.00
050-500109	Part Time Salaries	\$51,365.00	\$0.00	\$51,365.00
059-500117	Temp Full Time	\$49,692.00	\$0.00	\$49,692.00
060-500606	Benefits	\$41,864.00	\$0.00	\$41,864.00
070-500705	In-State Travel	\$2,245.00	\$0.00	\$2,245.00
	Total	\$174,439.00	\$519,021.00	\$693,460.00

Explanation

These two grants from the New Hampshire Department of Justice will provide funds for the purchase of 24 new Livescan stations that will replace units that are beyond end-of life. The 10% match requirement for these grants will be met with in-kind expenditures from the New Hampshire State Police (NHSP) Criminal Records Unit. The State of New Hampshire has benefitted from Livescan technology since 1997 in State correctional facilities and larger municipal law enforcement agencies. In 2004, the original Livescan stations were incrementally replaced with newer units. Additional replacements occurred in 2005, 2007, 2009, and 2012. The standard industry "shelf life" for a Livescan machine is seven (7) years. Replacement parts for the oldest units are no longer manufactured and any available parts are cannibalized from replaced Livescans. This Federal funding enables the state to provide law enforcement agencies the tools necessary to facilitate the exchange of ten-print data between the Criminal Records Unit and the FBI.

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February 12, 2019
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The FBI requires electronic fingerprint submission, and the use of Livescan is critical in complying with the FBI's directive. The NHSP Criminal Records Unit is the sole submitting agency for all statewide criminal and applicant ten-print impressions. In 2017, 45,484 criminal and applicant Livescan fingerprint images were processed by the state police Criminal Records Unit with 19,278 applicant fingerprint images scanned for licensing and employment purposes. Timeliness of these submissions is critical to employing individuals in environments sensitive to the safety, health, and well-being to the vulnerable population in within our state, and Livescan technology is valuable in providing a more convenient and timely fingerprinting process to our residents.

Funds are to be budgeted as follows:

Funds in Class 030, Equipment, are needed to purchase twenty-four (24) replacement Livescan machines.

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

Respectfully submitted,


John J. Barthelme
Commissioner

**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
National Criminal History Improvement Program - Upon approval - 9/30/2020	\$281,121.00
National 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
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Less SFY 2019 Appropriation including prior year encumbrances	
02-23-23-234010-33450000	(\$174,439.00)
Close Out Adjustment	\$3.29

Excess grant funds available to appropriate	\$519,021.00
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This Request	\$519,021.00
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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;

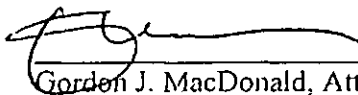
Whereas, Agency 1 desires to enter into a subgrant with Agency 2 for a term from Governor and Council approval through September 30, 2018 in an amount to not exceed \$281,121;

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.
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 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND DEPARTMENT OF SAFETY
FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

This amendment (Amendment) is by and between the Department of Justice (DOJ) and the Department of Safety (DOS).

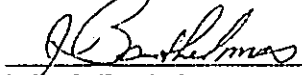
WHEREAS, pursuant to an Agreement (Contract), the sum limitation of \$281,121 for the subgrant required upon the terms and conditions specified in the Contract, and in consideration of payment by the DOJ of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 5; the Contract may be amended by an instrument in writing signed by both parties.

WHEREAS, the DOS and the DOJ have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract
 - a. Remove paragraph 4 in its entirety and replace therein as follows: The Memorandum of Understanding is effective until September 30, 2020.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon approval of the Governor and Executive Council.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.



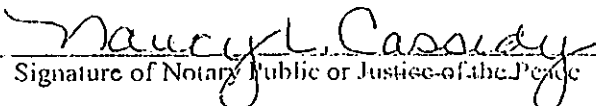
John J. Barthelmes
Commissioner

12/10/18

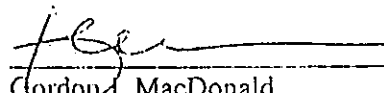
Date

Notary Public or Justice of the Peace Acknowledgement:

State of New Hampshire, County of Merrimack On 12-10, 2018, before the undersigned officer, personally appeared the person identified as the Contractor, or satisfactorily proven to be the person whose name is associated with the Contractor and acknowledged that s/he executed this document in the capacity indicated.

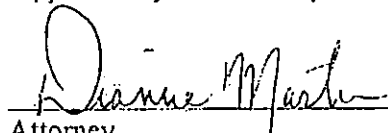
 NANCY L. CASSIDY

Signature of Notary Public or Justice of the Peace Name and Title of Notary Public or Justice of the Peace


Gordon J. MacDonald
Attorney General

12/12/16
Date

Approved by the Attorney General (Form, Substance and Execution)


Attorney

1/17/19
Date

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;

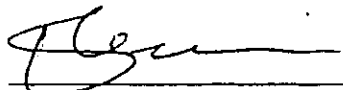
Whereas, DOS desires to purchase twelve (12) Livescan fingerprinting machines with printers to replace existing Livescan machines that are beyond approved shelf life throughout the state.

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:

1/29/19

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: \$ 16,200.00	
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:	PSN Gun Crime Reduction	
(Non R&D)		
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 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.: 02-20-20-201510-5202-072-500574		
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.		