



State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER OF SAFETY
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

August 30, 2019

Requested Action

Authorize the Department of Safety, Division of State Police, to retroactively accept and expend \$8,113.00 of federal pass-through funds from the NH Department of Justice to support the collaboration with the Project Safe Neighborhood team. Effective upon Governor and Council approval for the period of July 1, 2019 through September 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 Authorized</u> | <u>Requested Action</u> | <u>Revised Appropriation SFY 2020</u> |
|--------------|---------------------|--|-----------------------------|---|
| 009-407085 | Agency Income | (\$521,682.00) | (\$8,113.00) | (\$529,795.00) |
| 018-500106 | Overtime | \$0.00 | \$8,113.00 | \$8,113.00 |
| 030-500311 | Equipment | \$519,021.00 | \$0.00 | \$519,021.00 |
| 039-500188 | Telecommunications | \$0.00 | \$0.00 | \$0.00 |
| 046-500460 | Consultants | \$0.00 | \$0.00 | \$0.00 |
| 050-500109 | Part Time Salaries | \$0.00 | \$0.00 | \$0.00 |
| 059-500117 | Temp Full Time | \$0.00 | \$0.00 | \$0.00 |
| 060-500606 | Benefits | \$2,661.00 | \$0.00 | \$2,661.00 |
| 070-500705 | In-State Travel | \$0.00 | \$0.00 | \$0.00 |
| 080-500719 | Out-of-State Travel | \$0.00 | \$0.00 | \$0.00 |
| | Total | \$521,682.00 | \$8,113.00 | \$529,795.00 |

Explanation

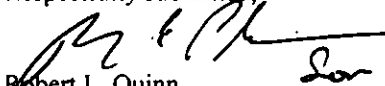
This item is retroactive due to the timing of grant reconciliations. These funds are being used by the State Police in conjunction with Manchester Police Department and the New Hampshire Department of Corrections Probation and Parole Division to conduct supplemental patrols in areas around the city identified as hot spots for gang-related crimes.

Funds are to be budgeted as follows:

The funds in class 018, Overtime, are needed to pay for the patrols.

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: | |
| Project Safe Neighborhood MOU - Upon approval - 09/30/2019 | \$21,200.00 |
| 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 | <u>\$540,221.00</u> |
| Less SFY 2019 expenses | (\$10,425.24) |
| Total | <u>(\$10,425.24)</u> |
| Net Grant Funds Remaining as of July 1, 2019 (SFY 2020) | \$529,795.76 |
| Less SFY 2019 Appropriation including prior year encumbrances 02-23-23-234010-33450000 | (\$521,682.00) |
| Excess grant funds available to appropriate | <u><u>\$8,113.76</u></u> |
| This Request | \$8,113.00 |

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;

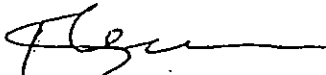
Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through June 30, 2019 in an amount to not exceed \$237,900; ~~X~~

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. Barthelme, Commissioner

Date: 1/28/19

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 \$16,200 for services required upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein;

WHEREAS, pursuant to the provisions of paragraph 6; Amendment, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the DOS and 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

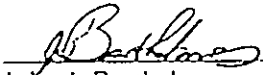
- a. Remove paragraph 1 in its entirety and replace as follows: DOJ agrees to pay DOS the amount of \$21,200 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-4469-072-500576.
- b. Remove Exhibit B. 3a in its entirety and replace as follows: The Subrecipient shall be awarded an amount not to exceed a total of \$21,200.00 of the total Grant Limitation from 4/1/2018 to 9/30/2019 with approved expenditure reports. This shall be contingent on continued federal funding and program performance, to include:
\$21,200 overtime funding for hot spot patrols, beyond performance of regular duties, in the Manchester area to be facilitated with the PSN Project Coordinator.

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 MOU 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

1/8/19

Date

Notary Public or Justice of the Peace Acknowledgement:

State of NEW HAMPSHIRE County of MERRIMACK On 01-08; 2019, 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 NANCY L. CASSIDY
Signature of Notary Public or Justice of the Peace Name and Title of Notary Public or Justice of the Peace

NANCY L. CASSIDY, Notary Public
State of New Hampshire
My Commission Expires April 5, 2022

Gordon J. MacDonald
Gordon J. MacDonald
Attorney General

1/15/19
Date

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

Deanne Martin
Attorney

1/18/19
Date

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 Acknowledgment:

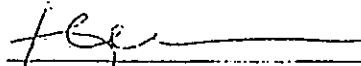
State of New Hampshire County of Merrimack On 12-10, 2018, before the undersigned officer, personally appeared the person identified as the Contractor, or satisfactorily proven to be the person whose name is associated with the Contractor and acknowledged that s/he executed this document in the capacity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



Signature of Notary Public or Justice of the Peace

NANCY L. CASSIDY

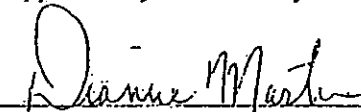
Name and Title of Notary Public or Justice of the Peace



Gordon J. MacDonald
Attorney General

12/12/16
Date

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



Attorney

1/17/19
Date