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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
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William L. Wrenn
 Commissioner
 Robin H. Maddaus
 Director

September 7, 2016

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the NH Department of Corrections to accept and expend funds in the amount of \$74,440.00 from the NH Department of Justice, to implement a NH Department of Corrections Canine Unit as part of the Department's effort in combating the substance abuse problem that results from the introduction of drugs into the NH Department of Corrections' facilities, effective upon Governor and Executive Council approval through June 30, 2017. Funding source: 100% Agency Income.
2. Authorize the NH Department of Corrections to increase their fleet by two (2) vehicles pursuant to Administrative Rule 611.08 (g).

Funds are to be budgeted in an account, NHDOC Canine Unit: 02-46-46-460510-2000 Dept of Corrections, Corrections Grants, NHDOC Canine Unit as follows:

Grant Title: NHDOC Canine Unit

ACCOUNT	DESCRIPTION	SFY 2017 CURRENT	SFY 2017 REQUESTED	TOTAL
020-500200	Current Expense	-	15,440.00	15,440.00
030-500300	Equipment	-	59,000.00	59,000.00
	Totals	-	74,440.00	74,440.00

Source of Funds:

009-TBD	Agency Income	-	(74,440.00)	(74,440.00)
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EXPLANATION

The NH Department of Corrections (NHDOC) has been awarded a sub grant entitled NHDOC Canine Unit from the NH Department of Justice to establish a canine unit to be used as a tool in the effort to combat the illegal drug use by inmates and parolees under the supervision of the department. In striving to maintain a safe, secure and humane correctional system, the NHDOC addresses illegal drug use by utilizing disciplinary action, evidence based programming and treatment services, and/or an appropriate combination thereof. The Department also targets drug abuse and the introduction of those drugs into correctional facilities by utilizing random substance abuse testing, aggressive investigative activities, intensive searches, and increased treatment options. However, despite these efforts, drug abuse by inmates continues to rise and challenges the staff's abilities to keep the facilities safe and secure.

In response to the rising introduction of drug contraband and use within the correctional facilities and by parolees under Departmental supervision, NHDOC will utilize these grant funds to establish two NHDOC canine teams, one team will be based at the Northern NH Correctional Facility in Berlin and the second team will be stationed at the NH State Prison for Men in Concord. The grant funds will purchase two (2) canines, which will be trained and certified by the NH State Police Canine Unit. The canine training will concentrate in the detection of controlled drugs and cellular phones used to facilitate drug introduction and distribution. The grant funds will also provide two (2) vehicles equipped for the safe transportation of the canines, heavy duty kennels and initial veterinarian fees.

The two (2) NHDOC Canine Unit handlers will be Internal Investigator II positions funded by the NHDOC and not included as part of the grant funding. The initial nine week training program has been offered to the NHDOC at no cost by the Department of Safety, Division of State Police. The canines and handlers will be trained and certified to New England Police standards and will be required to attend monthly in-service training.

The trained canines will enable the search of any inmate housing area within the correctional facilities, to include the detection of drugs introduced through the mail and visiting room, and also effectively search facility warehouses, parking lots, and transitional housing units. The NHDOC Canine Units will also support the Division of Field Services by assisting Probation/Parole Officers (PPOs) in the search of parolee residences to detect controlled drugs. The Canine Unit will also aid County facilities with searches upon request.

The NHDOC requests authorization to increase their fleet by the two (2) vehicles that will be purchased via these grant funds to transport the trained canines. The vehicles are specially designed for the canine and include a climate-controlled cage environment for safe transportation.

The NHDOC Canine Unit award budget does not include Indirect Costs, Post Retirement, or Audit Fee Set Aside as these costs are not identified as part of the sub grant award.

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

Respectfully Submitted,



William L. Wrenn
Commissioner

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 Corrections ("Agency 2") is a duly constituted agency of the State of New Hampshire;

Whereas, Agency 1 is responsible for providing funding through a subgrant to Agency 2 as herein described in Application #2016JAG01;

Whereas, Agency 1 desires to enter into a subgrant with Agency 2 for a term from Governor and Council approval through June 30, 2017 in an amount to not exceed \$74,440;

Whereas, Agency 2 is responsible for adhering to all conditions as set forth in their Application #2016JAG01, federal financial rules and all applicable state rules and regulations of procurement;

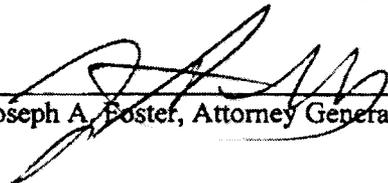
Whereas, Agency 2 desires to purchase two (2) specially bred dogs and to pay for their training to detect contraband in its prison and halfway house facilities. They also desire to procure vehicles and devices designed to protect the dogs in transit.

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 \$74,440.00 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-4458-072-500576, Job #20JAG14A.
2. Agency 2 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 June 30, 2017.

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 a qualified arbitrator agreed to by both parties 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:**



Joseph A. Foster, Attorney General

Date: 9/16/16

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



William Wrenn, Commissioner

Date: 9/1/16

EXHIBIT A

-SCOPE OF SERVICES-

1. The New Hampshire Department of Corrections as subrecipient shall receive a grant from the NH Department of Justice (DOJ) for expenses incurred for the sole purpose of procuring and training two (2) canines as well as for purchasing two (2) specially fitted automobiles for transporting said dogs in compliance with the terms, conditions, specifications, and scope of work as outlined in Application #2016JAG01 under the invitation to bid dated August 18, 2016.
2. The subrecipient shall be compensated by the DOJ based on budgeted expenditures described in #2016JAG01. The subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports should 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. Subrecipients are required to maintain supporting documentation for all grant expenses both federal and match 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. All correspondence and submittals shall be directed to:
Johanna Houman
NH Department of Justice
33 Capitol Street
Concord, NH 03301
603-271-7820 or Johanna.Houman@doj.nh.gov

EXHIBIT B

State of New Hampshire MOU Grant Agreement

-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 \$74,440.00.

EXHIBIT C

-SPECIAL PROVISIONS-

1. Subrecipients shall also be compliant with the terms, conditions, specifications detailed in the following:
 - 2 CFR §200, the US Department of Justice Office of Justice Programs Management of Federal Grants regulations, rules and guidelines.
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.