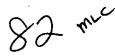
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ROBERT L. QUINN COMMISSIONER OF SAFETY

# State of new Hampshire

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

September 3, 2021

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 an additional \$17,400.00 of federal passthrough funds from the NH Department of Justice for the purpose of reimbursing the cost for software needed by the Forensic Lab Patten Evidence Unit. Effective upon Governor & Council approval through December 31, 2021. Funding source: 100% Agency Income.

Funds are to be budgeted in SFY2022 in the following account:

02-23-23-234010-31310000

Dept. of Safety - Division of State Police - Coverdell NFSIA Grant

<u>Class</u>	<u>Description</u> Fed Rev Xfers FR Oth Agencies		Current Appropriation		Requested Action		<b>Revised Appropriation</b>	
00D-407036			(104,802.00)	\$	(17,400.00)	\$	(122,202.00)	
018-500106	Overtime	\$	15,000.00	\$	-	\$	15,000.00	
020-500239	Current Expense	\$	7,500.00	\$		\$	7,500.00	
024-500225	Maint Other Than Build-Grn	\$	2,700.00	\$	-	\$	2,700.00	
030-500311	Equipment	\$	40,000.00	\$	-	\$	40,000.00	
038-500175	Technology - Software	\$	-	\$	17,400.00	\$	. 17,400.00	
040-500800	Indirect Cost	\$	6,692.00	\$ <sup>·</sup>	-	\$	6,692.00	
060-500601	Benefits	\$	5,299.00	\$	-	\$	5,299.00	
066-500546	Employee Training	\$	7,000.00	\$	-	\$	7,000.00	
080-500710	Out-Of-State Travel	\$	21,000.00	\$	-	\$	21,000.00	
	Total	\$	105,191.00	\$	17,400.00	\$	122,202.00	

#### **EXPLANATION**

The New Hampshire State Police Forensic Laboratory is the sole provider of forensic services within the state. These funds will be used for software licenses needed within the Forensic Lab. These software licenses are used by the Pattern Evidence Unit for the capture, storage and searching of fingerprints. This upgrade to the current system would allow each analyst to have access to this software from their desktop PC, rather than using shared workstations, which will enhance efficiency. The current licenses being used are for a version of the software which will not be supported for much longer.

His Excellency, Governor Christopher T. Sununu and the Honorable Council September 3, 2021 Page 2 of 2

Although the Department included this grant in the SFY 2022 and SFY 2023 budget, the amount of the Federal grant received is higher than what was budgeted, therefore requiring the above requested action. If this request is not approved Federal funds could be lost, therefore the above requested action is needed to fully utilize the federal grant funds.

Additional funds are to be budgeted as follows:

Class 038 funds - Technology -Software - are needed to purchase software licenses for the Pattern Evidence Unit.

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 Coverdell NFSIA Grant Fiscal Situation

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Federal Funds Awarded: FFY 2019 - Coverdell NFSIA Grant - 2/19/20 - 12/31/2021 FFY 2019 - Coverdell NFSIA Grant - 2/19/20 - 12/31/2021 FFY 2020 - Coverdell NFSIA Grant - 5/20/21 - 12/31/2022 Total Grant Funds Awarded	\$70,620.00 \$29,205.00 \$78,572.00 <b>\$178,397.00</b>
Less SFY 2021 expenses of FFY 2019 Grants	(\$56,194.44) (\$56,194.44)
Net Grant Funds Remaining as of July 1, 2021 (SFY 2022)	\$122,202.56
Less: SFY 2022 Appropriation including prior year encumbrances: 02-23-23-234010-31310000	(\$104,802.00)
Excess grant funds available to appropriate	\$17,400.56
This Request	\$17,400.00

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# 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 DOS as herein described in the application #20NFSI19A.

Whereas, the DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through December 31, 2020 in an amount not to exceeded \$70,620.00;/

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

Whereas, the DOS desires to provide overtime costs for drug chemistry analysts, lab certification/maintenance and Criminalist training and travel.

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 \$70,620.00 for their services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-201510-4467-085-588523, Job #20NFSI19A
- 2. The 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 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.

- 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.
- 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 conferrance 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.
- Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

# 14. For DOJ, Department of Justice:

Karien Kathleen B. Carr, Director of Administration

15. For DOS, Department of Safety

Robert L. Quinn, Commissioner

Date:

Date: -

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

Date

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ATTORNEY GENERAL NOU05'20 AH10:21 RCUD

#### DEPARTMENT OF JUSTICE

33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD ATTORNEY GENERAL



JANE E. YOUNG DEPUTY ATTORNEY GENERAL

November 4, 2020

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

Your Excellency and Members of the Council:

#### REQUESTED ACTION

Authorize the Department of Justice (DOJ) to amend an existing subgrant with the New Hampshire Department of Safety (DOS), Concord, NH (Vendor #177878-B001, Purchase Order 1072853), approved by the Governor and Executive Council on March 11, 2020, item #86, from the Federal Fiscal Year 2019 Paul Coverdell Forensic Science Improvement Grant Program, by extending the end date only from December 31, 2020, to December 31, 2021, for the purpose of funding drug analyst overtime, lab personnel training, and lab certification maintenance, effective upon the Governor and Executive Council approval through December 31, 2021. No additional funds are involved in this time extension.

#### EXPLANATION

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

Technological advances make it critical for DOS laboratory staff to attend educational opportunities in specialized fields. Lab personnel routinely testify as experts in criminal trials on

His Excellency, Governor Christopher T. Sununu and the Honorable Council November 4, 2020 Page 2 of 2

such topics as fingerprint identification and analysis, DNA analysis, drug analysis, and firearms analysis. Without up-to-date training and certification in areas of expertise, laboratory personnel would not be able to provide such critical testimony. ASCLD/LAB certification is vital for laboratory personnel.

This request, for a subgrant time extension, is needed to allow the NH DOS State Forensic Laboratory to complete required trainings, hindered by the COVID-19 pandemic, and to utilize funds to cover overtime caused by hiring freezes and vacancies.

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. Thank you for your consideration of this request.

Respectfully submitted,

Gordon J. MacDonald

Attorney General

#2895654

#### STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE AND NEW HAMPSHIRE DEPARTMENT OF SAFETY MEMORANDUM OF UNDERSTANDING AMENDMENT

This amendment ("Amendment") is by and between the New Hampshire Department of Justice and the New Hampshire Department of Safety (DOS) ("Subrecipient")

WHEREAS, pursuant to an Agreement ("MOU"), approved by the Governor and Council on March 11, 2020, item #86, the Subrecipient agreed to carry out the initiatives of the subgrant.

WHEREAS, pursuant to the provisions of number six; Amendment, the MOU may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the MOU in certain aspects;

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

- 1. Amendment and Modification of Contract
  - a. Remove paragraph five and replace with; the Memorandum of Understanding is effective until December 31, 2021.

2. Effective Date of Amendment

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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.

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Robert L. Quinn, Commissioner

Kathleen Carr

10/01/2020

Kathleen Carr Director of Administration Date

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MOU Amendment Department of Justice and NHDOS Page 2 of 2

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

Takhmina Rakhmatova	10/2/2020	
Attomey	 Date	-

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## FEB19'20 M10:40 DAS ATTORNEY GENERAL

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GORDON J. MACDONALD

ATTORNEY GENERAL

33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397

DEPARTMENT OF JUSTICE



JANE E. YOUNG DEPUTY ATTORNEY GENERAL

February 14, 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 \$70,620, from the Federal Fiscal Year 2019 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:

#### **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

Telephone 603-271-3658 • FAX 603-271-2110 • TOD Access: Rolay NH 1-800-738-2964

His Excellency, Governor Christopher T. Sununu and the Honorable Council February 14, 2020 Page 2 of 2

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.

In addition, technological advances make it critical for laboratory staff to attend , educational opportunities in specialized fields. Lab personnel routinely testify as exerts in criminal trials on such topics as fingerprint identification and analysis, DNA analysis, drug analysis, and firearms analysis. 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 become 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,

Sordon J. MacDonald

Attorney General

#2637615

### 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 DOS as herein described in the application #20NFSI19A.

Whereas, the DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through December 31, 2020 in an amount not to exceeded \$70,620.00;

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

Whereas, the DOS desires to provide overtime costs for drug chemistry analysts, lab certification/maintenance and Criminalist training and travel.

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.

- DOJ agrees to pay DOS the amount of \$70,620.00 for their services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-201510-4467-085-588523, Job #20NFSI19A
- 2. The DOS agrees to perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
- 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 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 Memorghdum 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 beireferred 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 Memorundum of Understanding are held to be controly to any state on federal law, the remaining provisions of this Wemprandum 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-Memorindum 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 DOJ, Department of Justice:

Kathleen B. Carr, Director of Administration

15. For DOS, Department of Safety

Date:

Date:-

Robert L. Quing, Commissioner

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

#### <u>EXHIBIT A</u>

## -SCOPE OF SERVICES-

- 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 15<sup>th</sup> 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.
- 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.

 All correspondence and submittals shall be directed to: NH Department of Justice Grants Management Unit 33 Capitol Street Concord, NH 03301 603-271-8473or rene.stgeorge@doj.nh.gov.

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Subrecipient Initials R Date \_\_\_\_\_\_

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#### EXHIBIT B

#### -SCHEDULE/TERMS OF PAYMENT-

- 1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
- 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 \$70,620.00

3a. The Subrecipient shall be awarded an amount not to exceed \$70,620.00 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.

Subrecipient Initials Date 1/2/20

# 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 Dato 1/20/20

## 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 12/31/21 in an amount not to exceeded \$29,205.00; 7

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;

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 \$29,205.00 for the purposes described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-201510-4467-085-588523. Job #20NFS19A.
- 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 12/31/21.
- 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.

Page 1 of 27

Subrecipient Initials  $\frac{f}{2.2.9.2}i$ 

- 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 DOJ, Department of Justice:

Kathleen Carr

Date: 05/06/2021

Date: 3-27-21

Kathleen Carr, Director of Administration

15. For Subrecipient, Repartment of Safety

Robert L. Quinn, Commissioner

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

Takhmina Rakhmatova Attorney

5/6/2021 Date:

Page 2 of 27

Subrecipient Initials \_K Date 3.21-2,

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# 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 09/30/22 in an amount not to exceeded \$78;572:00;

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;

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 \$78,572.00 for the purposes described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-201510-4467-085-588523. Job #20NFS120.
- 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 09/30/2022.
- 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.

Page 1 of 29

Subrecipient Initials Date 2.5-2001

- 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 DOJ, Department of Justice:

Kathleen Carr

Date:\_ .05/06/2021

Date: 2-5-202

Kathleen Carr, Director of Administration

15. For Subrecipient, Department of Safety

Robert L. Quinn, Commissioner

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

Takhmina Rakhmatova Attorney

5/6/2021 Date:\_

Page 2 of 29

Subrecipient Initials Date 2-5-2024