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DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

December 27, 2019

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

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 \$58,973, from the Federal Fiscal Year 2019 Byrne JAG-Sex Offender Registration and Notification Act (SORNA) Grant to help maintain the Sex Offender Registry and to assist with training funds for the State Police Sex Offender Unit effective upon Governor and Executive Council approval through July 31, 2021. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-4458 (Job #20SOR19A)	<u>FY 2020</u>
Byrne JAG	
085-588523, Interagency Transfers out of Federal Funds.	\$58,973

EXPLANATION

The 2019 Byrne JAG-SORNA grant is a formula allocation from the U.S. Bureau of Justice Assistance, U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (Byrne JAG) specifically for the DOS Sex Offender Registry Unit. The subgranted funds will be used for the continued implementation of a statewide interface network, via a Virtual Private Network (VPN), connecting the Sex Offender Unit directly with five to ten law enforcement agency test sites to be chosen by the number of offenders in their jurisdictions. The test sites will upload the offender information by way of a point of contact with a single data entry and electronic signature pads. The end result of this endeavor will make for a more streamlined process and provide daily updates to the State's Sex Offender Registry website.

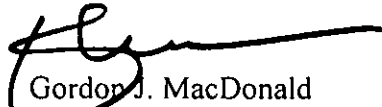
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The Sex Offender Unit will also use funds to improve the Sex Offender Registry, in order to be more in line with federal guidelines, and to provide additional training to the Sex Offender Registry Unit.

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,



Gordon J. MacDonald
Attorney General

#2600584

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;

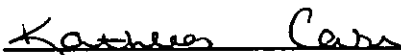
Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through 07/31/2021 in an amount not to exceed \$58,973.00;

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 \$58,973.00 for the purposes described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from ~~020-20-20-201510-4458-085-58513~~ Job #20SOR19A
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 07/31/2021.
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.

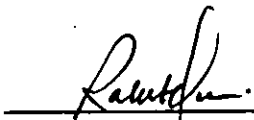
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
9. This agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties 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, Director of Administration

Date: 12/20/19


15. *For Subrecipient, Department of Safety*



Robert L. Quinn, Commissioner

Date: 11/12/19

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



Attorney

Date: 12/20/19

EXHIBIT A

-SCOPE OF SERVICES-

1. 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, Sex Offender Registry. The funding will allow the continued implementation of a Virtual Private Network (VPN) that will reduce the registry updating from once a week to every 72 hours, which is federally required for compliance.
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 15th 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 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.
5. 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.
6. All correspondence and submittals shall be directed to:
NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301
603-271- 8473 rene.stgeorge@doj.nh.gov

Subrecipient Initials rd

Date 11/19/19

EXHIBIT B

-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 \$58,973.00

3a. The Subrecipient shall be awarded an amount not to exceed \$58,973.00 of the total Grant Limitation from Governor and Council approval through 7/31/2021, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Subrecipient Initials

RD

Date

11/19/19

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 RD

Date 11/19/19