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**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL

JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL



July 24, 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 to grant \$26,853 to the New Hampshire Department of Safety (Vendor #311206, B001), from the Fiscal Year 2021 State Drug Forfeiture fund, for the purchase of a narcotic analyzer and solution kit, upon approval of the Governor and Executive Council through December 31, 2020. 100% State Drug Forfeiture Funds.

Funding for this request is available as follows:

02-20-20-200010-8500	<u>FY 2021</u>
State Drug Forfeiture Fund	
073-500582, Grants Non Federal	\$26,853

**EXPLANATION**

The Department of Justice is seeking authorization to grant \$26,853 to the New Hampshire Department of Safety for the purchase of one *TruNarc* hand held portable narcotics analyzer for the State Police in order to quickly identify and analyze illegal drug substances they locate during their drug investigations.

The device can detect over 415 narcotics including, but not limited to, controlled substances, cutting agents, and precursors including: heroin, synthetic drugs on leaf materials or blotter paper without contact with any substance. The device will also provide lab quality results.

His Excellency, Governor Christopher T. Sununu  
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Page 2 of 2

RSA 318-B:17-c, II provides that:

Law enforcement agencies may apply to the department of justice for grants from the forfeiture fund. Such grants shall be utilized exclusively for meeting expenses associated with drug related investigations:

The request for the *TruNarc* device fits this criteria.

In the event that drug forfeiture 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

#2792545

**State of New Hampshire**  
**Interagency Memorandum of Understanding**  
**Department of Justice and Department of Safety**

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 upon approval from the Governor and Executive Council through December 31, 2020 in an amount to not exceed \$26,853;

Whereas, DOS is responsible for adhering to all state rules and regulations of procurement;

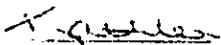
Whereas, DOS desires to purchase a TruNarc portable drug testing machine, to include software, maintenance, technical support and narcotic solution and test sticks.

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.

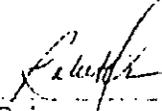
1. DOJ agrees to grant DOS the amount of \$26,853 to purchase a TruNarc devices described in Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 02-20-20-200010-8500-073-500582; Grants Non-Federal.
2. DOS agrees to purchase a TruNarc device described in Exhibit A, which is hereby incorporated by reference.
3. DOJ’s obligation to grant funds to DOS shall not exceed the price limitation of \$26,853.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. DOJ 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 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 parties, shall be referred to the Department of Justice Civil Bureau, for review and resolution.
9. This agreement shall be understood 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 law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding constitutes the entire agreement between the parties, and supersedes all prior Memoranda of Understanding and understandings related hereto.

*FOR DOJ Department of Justice:*

 \_\_\_\_\_ Date: 6/24/20  
Kathleen Carr  
Director of Administration

*FOR DOS Department of Safety:*

 \_\_\_\_\_ Date: 6/19/2020  
Robert Quinn  
Commissioner

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

 \_\_\_\_\_ Date: 06/24/2020  
Attorney

**Exhibit A**

**Sales Quotation**

<b>Quote Number</b>	<b>Created Date</b>	<b>Exp. Delivery Terms</b>	<b>Page</b>
00213185	06/18/2020	ARO	1 / 7
<b>Contact:</b>	<b>Phone</b>	<b>Payment Term</b>	<b>Valid To</b>
Michael Nagle		Net 30	09/25/2020
<b>Inco Terms</b>		<b>Shipping Method</b>	
FOB Origin - Tewksbury		Fed Ex 2nd Day	

**Thermo Scientific Portable Analytical Instruments Inc.**  
 2 Radcliff Rd  
 Tewksbury, Massachusetts 01876  
 United States

*X ed*

**Submitted To:**

Mark B Hall  
 Lt, Commander, Mobile Enforcement Unit  
 New Hampshire State Police  
 33 Hazen Drive  
 Concord, New Hampshire 03305  
 United States

Phone: (603) 223-4381  
 Email: mark.hall@dos.nh.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

<b>To Place an Order:</b>	
Contact:	Michael Nagle
Phone:	(617) 718-8031
Fax:	
Email:	michael.nagle@thermofisher.com
Additional instructions, terms & conditions on last page	

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-01013-01	TruNarc, Unlimited, Warranty - 3 Yrs	USD 26,300.00	1.00	USD 26,300.00
		TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.			
2.00	810-01482-01	TruNarc Solution Kit (Type H) - 100, English	USD 553.00	1.00	USD 553.00
		TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.			
<b>Total:</b>					<b>USD 26,853.00</b>

Excludes Taxes and Import Fees.

*Fully Insured 2nd Day Federal Express delivery in U.S., Canada, and Puerto Rico*

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

**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 \$26,853.00

3a. The Subrecipient shall be awarded an amount not to exceed \$26,853 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

*rd*

Date

*6-18-2020*

**EXHIBIT C**

**-SPECIAL PROVISIONS-**

1. There are no special provisions associated with this agreement.

Subrecipient Initials

Date

RP  
6-18-2020