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State of New Hampshire

DEPARTMENT OF SAFETY
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ROBERT L. QUINN
COMMISSIONER OF
SAFETY

March 1, 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 enter into a no-cost Memorandum of Understanding (MOU) with Interstate Commission for Adult Offender Supervision (ICAOS) to improve communication between community corrections and law enforcement. Effective upon Governor and Council approval through February 28, 2026.

Explanation

This MOU will improve communication between community corrections and law enforcement; provide local law enforcement officials with important information about dangerous parole and probation offenders transferring in to their jurisdiction; provide fusion centers with intelligence regarding dangerous interstate compact offenders; enhance public safety; improve office safety.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

Memorandum of Understanding (MOU) between the
Interstate Commission for Adult Offender Supervision (ICAOS) And
New Hampshire information and Analysis Center

WHEREAS, the Interstate Commission for Adult Offender Supervision (hereinafter referred to as the "Commission") maintains relevant data concerning certain felony and serious misdemeanor offenders who are under probation or parole supervision and who are permitted to transfer supervision and relocate across state lines subject to the terms of the Interstate Compact for Adult Offender Supervision; and

WHEREAS, New Hampshire information and Analysis Center is responsible for gathering, analyzing, and distributing information regarding criminal activity and desires to include information per I(C) and I(D) of this agreement regarding dangerous offenders who relocate to their jurisdiction under the compact with local corrections and law enforcement agencies per the purposes outlined in I(A) and I(B); and

WHEREAS, the Commission has authorized the Executive Director of the Commission to negotiate an agreement with New Hampshire information and Analysis Center on terms acceptable to the parties whereby selected Interstate Compact Offender Tracking System (ICOTS) data may be distributed to local corrections and law enforcement personnel and agencies;

NOW THEREFORE, it is hereby agreed by the parties that in consideration of the mutual promises, covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Terms and Conditions

A. The purpose of this MOU between the Commission and New Hampshire information and Analysis Center is as follows:

1. Improve communication between community corrections and law enforcement;
2. Provide local law enforcement officials with important information about dangerous parole and probation offenders transferring in to their jurisdiction;
3. Provide fusion centers with intelligence regarding dangerous interstate compact offenders;
4. Enhance public safety;
5. Improve officer safety

B. offender information provided by the Commission to New Hampshire information and Analysis Center is intended for use only by corrections and law enforcement personnel and agencies when acting in their official capacities.

C. The Commission will provide New Hampshire information and Analysis Center with the following information fields on compact offenders relocating to New Hampshire

Probationer
Parolee
Offender Photo
Compact Offender
First Name
Last Name
Middle Name
Offender ID
Offender DOB
Offender SID
FBI Number
Alias
Race
Gender
Locations
Sending State
Receiving State
Supervising State

Compact Offender Address
- Address One
- Address Two
- City
- State
- Zip

Other Residents
Gang Affiliation
Compact Offender Information
- Compact Case Status
- NCIC Code
- NCIC Description
- Registered Sex Offender Indicator
- Arrival Notice
- Arrival Notice Date Transmitted

Supervising PO Name
Supervising PO Email
Supervising PO Phone

D. The Commission will provide New Hampshire information and Analysis Center with information only on probationers or parolees deemed to be potentially dangerous, per the following agreed upon NCIC codes and primary offenses:

0901-0999	Homicide
1001-1099	Kidnap, Abduct, False Imprisonment, Kidnapping
1101-1199	Rape, Sex Assault, Stat Rape
1201-1299	Robbery, Forcible Purse Snatching, Car Jacking
1301-1399	Assault, Simple Assault, Aggravated Assault, Intimidation
1601	Threat-Federal Protectees
1602	Threat-Terrorist/State Offenses
2001-2099	Burning Offense, Arson
2101-2199	Extort, Extortion
2202	Burglary-Forced Entry-Residence
2203	Burglary-Forced Entry-Nonresidence
2207	Burglary-Banking-Type Institution
3601-3699	Sex Offense
3802	Cruelty toward Child
3803	Cruelty toward Wife
5206	Explosives-Using-Remarks
5208	Incendiary Device-Using-Remarks
5213	Firing Weapon-Remarks
5215	Threat to Bomb
5216	Threat to Burn
5302-5306	Riot
5401	Hit and Run
6401-6499	Exploitation/Enticement

E. The Commission assumes New Hampshire information and Analysis Center maintains appropriate levels of security to ensure access to information is provided only to corrections and law enforcement agencies and personnel acting in their official capacity.

F. The Commission agrees to audit routinely the data provided to New Hampshire information and Analysis Center to ensure the accuracy, integrity and completeness of information at least once per year and the Commission agrees to advise New Hampshire information and Analysis Center if any irregularities are found in data provided to New Hampshire information and Analysis Center.

G. The Commission agrees to immediately stop the transmission of data to New Hampshire information and Analysis Center should the Commission become aware of or be advised that data is inaccurate.

H. Both parties are responsible for immediately advising each other of any breach in security, and for investigating and reporting to appropriate individuals or agencies any breach in security.

I. The Commission assumes New Hampshire information and Analysis Center will, at all times, ensure that their employees, contractors, agents and clients and third parties who connect to or otherwise receive information from New Hampshire information and Analysis Center or its related systems, are adequately trained in the use of that system and are kept informed of all legal obligations concerning the security and confidentiality of the shared information.

II. GENERAL

A. This agreement constitutes the sole agreement and understanding between the parties except as it may be modified or supplemented by subsequent mutually agreed upon written amendments or agreements.

B. The term of this agreement shall commence when it is signed by authorized representatives of both parties and shall continue in effect until terminated by either party on thirty 30 business days written notice directed to the official or office of the official executing this agreement.

C. The headings of THIS AGREEMENT have been INSERTED FOR CONVENIENCE ONLY and shall not AFFECT OR control the MEANING OR construction of any OF THE provisions OF THIS agreement.

D. The provisions of this agreement shall be severable if any phrase, provision, or clause is found to be unenforceable.

E. This agreement may be executed in counterparts, and those parts when taken together shall constitute the whole of the agreement.

F. In the event of any dispute, claim, question, or disagreement arising from, in connection with, or in the application of the terms of this agreement or the breach thereof, the parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, the parties shall participate in non-binding mediation. Notwithstanding the foregoing, nothing herein contained shall be deemed a waiver of the sovereign immunity of the State which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

G. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of their respective successors and assigns. Any actions arising out of this Agreement shall be brought and maintained in the New Hampshire Superior Court, which shall have exclusive jurisdiction.

ENTERED INTO THIS 18 DAY OF February 2021.

Commission:	New Hampshire information and Analysis Center:
Title: Executive Director	Title: Commissioner of Safety
Print Name: Ashley Lippert	Print Name: Robert Quinn
DATE: 02/18/2021	DATE: 3-2-2021

Approval by the Attorney General:	Approval by the Governor and Executive Council:
Title: Assistant Attorney General	G&C Item Number:
Print Name: Jessica A. King	G&C Meeting Date:
DATE: 3/23/2021	