



**ROBERT L. QUINN**  
COMMISSIONER

# State of New Hampshire

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

**RICHARD C. BAILEY, JR.**  
ASSISTANT COMMISSIONER

**EDDIE EDWARDS**  
ASSISTANT COMMISSIONER

September 30, 2021

The Honorable Ken Weyler, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

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

### REQUESTED ACTION

Pursuant to RSA 14:30-a, VI, authorize the Department of Safety, Division of State Police, to accept and expend \$217,538.00 of federal pass-through funds from the NH Department of Justice to purchase ten (10) Livescan machines and printers. Effective upon Fiscal Committee and Governor and Council approval through September 30, 2022. Funding Source: 100% Inter Agency Transfer.

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

02-23-23-234010- 33450000 Dept. of Safety - Division of State Police - NH DOT & DOJ Grant

<u>Class</u>	<u>Description</u>	<u>Current/Adjusted Authorized</u>	<u>Requested Action</u>	<u>Revised Appropriation SFY 2022</u>
00D-488520	Inter Agency Transfer	(\$153,030.00)	(\$217,538.00)	(\$370,568.00)
020-500200	Current Expenses	\$1,757.00	\$0.00	\$1,757.00
030-500311	Equipment	\$0.00	\$217,538.00	\$217,538.00
039-500188	Telecommunications	\$1,300.00	\$0.00	\$1,300.00
050-500109	Part-Time Temp	\$130,000.00	\$0.00	\$130,000.00
060-500606	Benefits	\$4,973.00	\$0.00	\$4,973.00
070-500705	In-State Travel	\$12,000.00	\$0.00	\$12,000.00
080-500719	Out-of-State Travel	\$3,000.00	\$0.00	\$3,000.00
	<b>Total</b>	<b>\$153,030.00</b>	<b>\$217,538.00</b>	<b>\$370,568.00</b>

### EXPLANATION

These funds will be used by the State Police to purchase ten (10) additional Livescan machines, printers, and a five-year annual maintenance plan. The State of New Hampshire, at present, utilizes an Automated Fingerprint Identification System (AFIS) that electronically receives arrest and applicant fingerprint impressions and demographic data from fifty-nine Livescans stations located across the state. Forty-Three state-owned Livescans recently were replaced with funds awarded through a 2018 and 2019 NCHIP grant funding, while sixteen others were independently purchased by New Hampshire law enforcement agencies and put into circulation. This grant will increase the number of Livescan machines in the state in an effort to address the increased demand for fingerprint services.

The New Hampshire State Police, Criminal Records Unit, is the sole submitting agency for all criminal ten-print impressions to the Federal Bureau of Investigation (FBI). All ten-print impressions, submitted via inked or electronically, by the state, county, local law enforcement agencies, and every correctional facility, are forwarded to the state police Criminal Records Unit for processing and submission to the FBI. In addition, fingerprinting is also used as an identification technique for job applicants,

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The Honorable Ken Weyler, Chairman  
Fiscal Committee of the General Court

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

September 30, 2021

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particularly in those circumstances where identification is critical, and/or where a determination of criminal history (or more precisely, a lack of it) is needed.

Funds are to be budgeted as follows:

Class 030 funds, Equipment New Replacement, are needed to purchase ten Livescan machines and printers.

This grant was not budgeted in SFY 2021 because these funds were not anticipated to be available during the development of the Department's SFY 22/23 biennial budget.

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  
NHDOJ Grants  
Fiscal Situation**

Federal Funds Awarded:

Human Trafficking Collaborative Taskforce initiatives - 6/30/2020 - 9/30/2022	\$157,485.00
NCHIP Grant - Upon Approval through 9/30/2022	\$556,063.00
SAC - NIBRS - Upon Approval through 9/30/2021	\$59,750.00
Coronavirus Emergency Supplemental Funding Program	\$457,573.19
<b>Total Grant Funds Awarded</b>	<b>\$1,230,871.19</b>

Less SFY 2020 expenses	(467,184.06)
Less SFY 2021 expenses	(45,057.20)
<b>Total</b>	<b>(512,241.26)</b>

**Net Grant Funds Remaining as of July 1, 2021 (SFY 2022)** 718,629.93

Less SFY 2021 Appropriation including prior year encumbrances 02-23-23-234010-33450000	(156,082.19)
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**Excess grant funds available to appropriate** 562,547.74

**This Request** 217,538.00

**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 to combat Sex and Labor Human Trafficking statewide and participate in the Human Trafficking Collaborative Taskforce initiatives.

Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through 09/30/2022 in an amount not to exceed \$157,485; \*

Whereas, DOS is responsible for adhering to all conditions as set forth in the attached MOU Exhibit C, for the Enhanced Collaborative Model Task Force to Combat Human Trafficking Grant, federal financial rules, and all applicable state rules and regulations of procurement;

Whereas, DOS desires to fund a State Trooper position for 25 hours a week, to focus solely on proactive labor and sex trafficking investigations.

Whereas, DOS desires to support law enforcement officers from smaller jurisdictions with complex trafficking investigations

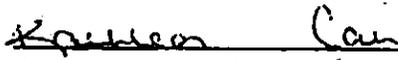
Whereas, DOS desires to address challenges around collaboration, victim identification and consistency in response to the crime of human trafficking within NH.

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 \$157,485 for their services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from Accounting Unit: 020-20-20-201510-1072-085-588523, Human Trafficking Grant.
  2. 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 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.
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, New Hampshire Department of Justice:

  
Kathleen B. Carr, Director of Administration

Date: 12/26/19

15. For DOS, New Hampshire Department of Safety:

  
Robert L. Quinn, Commissioner

Date: 12/5/19

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

  
Attorney

Date: 12/26/19

**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 09/30/2022 in an amount not to exceed \$556,063.00;

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;

Whereas, DOS desires to upgrade software that supports the National Instant Criminal Background Check System (NICS), purchase software that validates submission entries into the National Crime Information Center, and to purchase 10 LiveScan digital fingerprint machines.

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 \$556,063.00 for the purposes described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-3426-085-588523. Vendor # 311206 (DOS).
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 9/30/2022.
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.

*Rel 11/20/2021*

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.
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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  
Kathleen Carr, Director of Administration

Date: 12/07/2020

15. *For Subrecipient, Department of Safety*

Robert L. Quinn  
Robert L. Quinn, Commissioner

Date: 11/20/2020

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

Takhmina Rakhmatova  
Attorney

Date: 12/7/2020

*Rd*  
11/20/2020

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Recipient Name: NH Dept of Safety	Vendor No.: 311208	
Program Name: 2020 Statistical Analysis Ctr	Amount: \$59,750.00	
Grant Start Date: 12/18/2020	State Grant Number: 2020SAC01	
Grant End Date: 9/30/2021	Recipient DUNS #: 060340564	
Acct. No.: 02-20-20-201510-5013-085-58852	PO Number: 1077538	
Head of Agency Robert L. Quinn Commissioner 33 Hazen Dr Concord NH 03305	Project Director	Fiscal Officer
Federal Grant Name:	NH IBRS Reporting Upgrade	
Federal Agency:	United States Department of Justice	
Bureau/Office:	Office of Justice Programs	
CFDA Number:	18.550	
Federal Grant Number:	2020-86-CX-K016	
Federal Award Amount:	\$64,506.00	Fed. Award Date: 9/16/2020
Federal Start: 10/1/2020	Federal End:	9/30/2021
Purpose of Grant: [Non R&D]		
Program Requirements:	Adherence to Program Conditions and Guidelines.	
Match Requirements:	Match must be spent on program allowable activities.	
Program Income Requirements:	Program Income must be reported and spent on program allowable activities.	
Reporting Requirements:	Monthly or quarterly Financial reports. Required Performance reports and audit. Adherence to Program Conditions and Guidelines. Completion of Monitoring forms and processes.	

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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;

Whereas, DOJ desires to enter into a subgrant with DOS for a term from 01/20/2020 through 01/20/2022 in an amount not to exceed \$457,573.19;

Whereas, DOS is responsible for adhering to all conditions as set forth in their application, Coronavirus Emergency Supplemental Funding Program (CFDA 16.034) federal financial rules, and all applicable state rules and regulations of procurement;

Whereas, DOS desires to fund personnel and benefits for DOS staff to prevent, prepare for, or assist in the response to Coronavirus;

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 \$457,573.19 for their services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 02-20-20-200010-1910-085-500582, Coronavirus Emergency Supplemental Funding Program.
2. 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 01/20/2022.

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

*For DOJ, Department of Justice:*

Kathleen Carr  
Kathleen Carr, Director of Administration

Date: 6/26/20

*For DOS, Department of Safety*

Robert L. Quinn  
Robert L. Quinn, Commissioner

Date: 6/26/2020

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

Takmina Rakhmatova  
Attorney

Date: 06/26/2020