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State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

December 19, 2022

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

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 $415,602.00 of federal pass-through funds from the NH Department of Justice to update software used within the Justice Information Bureau effective upon Fiscal Committee and Governor and Council approval through June 30, 2023. 100% Fed Rev Xfers from Other Agencies.

Funds are to be budgeted in the following account:

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

Class	Description	Current Adjusted Authorized	Requested Action	Revised Appropriation SFY 2023
00D-488520	Fed Rev Xfers from Other Agencies	($949,332.10)	($415,602.00)	($1,364,934.10)
018-500106	Overtime	$230,230.00	$0.00	$230,230.00
020-500200	Consumable Supplies	$1,882.18	$0.00	$1,882.18
030-500311	Equipment	$348,108.00	$0.00	$348,108.00
039-500188	Telecommunications	$3,398.17	$0.00	$3,398.17
050-500109	Part Time Salaries	$208,705.42	$0.00	$208,705.42
060-500606	Benefits	$12,643.71	$0.00	$12,643.71
070-500705	In-State Travel	$21,968.62	$0.00	$21,968.62
080-500719	Out-of-State Travel	$62,646.00	$0.00	$62,646.00
103-502664	Contracts for Operational Services	$59,750.00	$415,602.00	$475,352.00
	Total	$949,332.10	$415,602.00	$1,364,934.10

EXPLANATION

The Division of State Police (NHSP) will use these funds to update the current software applications utilized within the Justice Information Bureau, Permits and Licensing Unit. Enhancements include partially automating criminal record checks for handgun purchases, and updating state interfaces to the National Instant Criminal Background Check System (NICS), National Crime Information Center (NCIC), and Interstate Identification Index (III), to decrease data validation time. All enhancements result in increased efficiency in data processing resulting in increased public safety.

The State of New Hampshire began conducting criminal background checks for all commercial handgun sales within the state in 1993 through the NHSP Gun Line. NHSP purchased proprietary software to establish a state legal database and processing platform. With the development and passing of the NICS in 1998, the State transitioned a Partial Point of Contact (POC) for the FBI/NICS. Since that time, the State has been responsible for criminal background checks for all commercial handgun sales and FBI/NICS has been responsible for criminal background checks for all commercial long-arm sales.

These funds will be used to create a portal to allow those Federal Firearm Licensees (FFLs) that choose to participate to submit background checks for handgun sales electronically. Currently, FFLs must choose between telephone calls or faxes to submit application information. The portal will speed up the approval process and improve the accuracy of data submitted. Historically, more than 50% of applicants have no criminal record. For those applicants, the portal will provide the FFL an approval within minutes. This will free up staff time to focus exclusively on checks that require further investigation known as a "delayed" determination. This approach is currently utilized by the FBI NICS when performing background checks for NH long-gun purchases and has been successfully implemented in several other POC states.

Funds will also be used to upgrade interfaces between the New Hampshire Criminal History Record Information (CHRI) and the FBI's NCIC. Changes will allow contributing NH Law enforcement agencies (the owners of the records) to receive an automated message to review records pending validation on their State Police Online Telecommunication System (SPOTS) terminal and the ability to modify and supplement data during the validation process. Agencies will also receive reminders on the 10th and 20th day of any pending validations. Additional functionality will include the five message key transaction to aid with validations and allow the record to be moved to another law enforcement agency for validation if needed. These changes will ensure that records are not prematurely purged due to lack of validation.

Funds are to be budgeted as follows:

Class 103 funds, Contracts for Operational Services, are needed to hire a vendor to update current software.

This grant was not budgeted in SFY 2023 because these funds were not anticipated or 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 9/30/2023	$415,602.00
NCHIP Grant - Upon Approval through 9/30/2023	$217,538.00
SAC - NIBRS - Upon Approval through 9/30/2021	$59,750.00
OPS Anti-Heroin Task Force Program - 5/18/2022-9/30/2024	$833,224.14
Total Grant Funds Awarded	**$1,683,599.14**
Less SFY 2020 expenses	**($13,839.33)**
Less SFY 2021 expenses	**($45,057.20)**
Less SFY 2022 expenses	**($48,777.90)**
Total	**($107,674.43)**
Net Grant Funds Remaining as of July 1, 2022 (SFY 2023)	**$1,575,924.71**
Less SFY 2021 Appropriation including prior year encumbrances 02-23-23-234010-33450000	**($949,332.10)**
Excess grant funds available to appropriate	**$626,592.61**
This Request	**$415,602.00**

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 as herein described;

Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through 09/30/2023 in an amount not to exceeded $415,602.00;

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) and purchase software that validates submission entries into the National Crime Information Center.

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 $415,602.00 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.**
2. DOS agrees to carry out the services described in the attached MOU Exhibit B, 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 C, 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 9/30/2023.
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

Kathleen Carr, Director of Administration

Date: 09/15/2022

15. ***For Subrecipient, Department of Safety***

Robert L. Quinn, Commissioner

Date: 9/12/22

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

Takhmina Rakhmatova

Attorney

Date: 9/15/2022

RQ 9/12/22

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 exceeded $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 Carr — Date: 12/26/19

Kathleen B. Carr, Director of Administration

15. *For DOS, New Hampshire Department of Safety:*

Date: 12/5/19

Robert L. Quinn, Commissioner

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

Date: 12/26/19

Attorney

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 exceeded $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.

RL 11/22/2021

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.

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.

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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 Date: 12/07/2020

Kathleen Carr, Director of Administration

15. ***For Subrecipient, Department of Safety***

Date: 11/20/2020

Robert L. Quinn, Commissioner

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

Takhmina Rakhmatova Date: 12/7/2020

Attorney

RL 11/20/2020

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
GRANT AWARD

Recipient Name: NH Dept of Safety		Vendor No.:	311206
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 #:		080340584
Acct. No.: 02-20-20-201510-5013-085-588523		PO Number:	1077538
Head of Agency	Project Director	Fiscal Officer	
Robert L. Quinn Commissioner 33 Hazen Dr Concord NH 03305			

Federal Grant Name:	NH IBRS Reporting Upgrade
Federal Agency:	United States Department of Justice
Bureau/Office:	Office of Justice Programs
CFDA Number:	16.550
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.

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, theNew 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 under the 2021Anti-Heroin Task Force Program (AHTF), which has been set forth by the Office of Community Oriented Policing Services (COPS).

Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval, through 09/30/2024 in an amount not to exceeded $833,224.14;

Whereas, DOS is responsible for adhering to all conditions as set forth in the federal financial rules, Special Provisions set forth in the attached MOU Exhibit A, which hereby incorporated by reference, and all applicable state rules and regulations of procurement;

Whereas, DOS desires to fund the implementation of a multidisciplinary task force. This partnership brings together the Attorney General's Drug Task Force (DTF) and the New Hampshire State Police, and the New Hampshire State Analysis Center therein. The dichotomy between the two law enforcement agencies and their respective missions allows a full spectrum approach to fight against the heroin/opioid epidemic;

Whereas, DOS desires to fund personnel and benefits in specialty units, to include Narcotics Investigations Unit (NIU) and Intelligence Unit (Intel) and Mobile Enforcement Team (MET);

Whereas, DOS desires to fund personnel and benefits at the State Analysis Center;

Whereas, DOS desires to fund equipment in order to execute the scope of the program as deemed necessary by the task force.

Whereas, DOS desires funding to have proper training in order to best execute the scope of the program effectively, efficiently and safely;

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 $ 833,224.14 for their services described in the attached MOU Exhibit B; which is hereby incorporated by reference. Payment shall be

Subrecipient Initials RK

Date 4/19/22

provided from Accounting Unit: 02-20-20-201510-2905-085-588523, COPS 2021 Anti-Heroin Task Force Program, (CFDA 16.710) (SAI Number NH210616.150)

2. DOS agrees to perform the services described in the attached MOU Exhibit B, 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 C, 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 09/30/2024.

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14. ***For DOJ, Department of Justice***:

Kathleen Carr

Kathleen B. Carr, Director of Administration

Date: 04/22/2022

15. ***For DOS, Department of Safety***

Robert L. Quinn, Commissioner

Date: 4/8/22

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

Takhmina Rakhmatova

Attorney

Date: 4/22/2022