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MLC



State of New Hampshire

DEPARTMENT OF SAFETY
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ASSISTANT COMMISSIONER

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ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

October 25, 2023

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 9:16-a, II, authorize the Department of Safety, Division of State Police, to transfer funds and establish a new expenditure class code within NH DOT & DOJ Grant, as outlined below, in the amount of \$474,509.00. Effective upon Fiscal Committee and Governor and Council approvals through June 30, 2025. 100% Transfers from Other Agencies.

02-023-023-234010-33450000 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 2024</u>
00D-488523-69	Fed Rev Xfers from Other Agencies	(\$1,025,418.49)	\$0.00	(\$1,025,418.49)
018-500106	Overtime	\$82,609.24	\$400,400.00	\$483,009.24
020-500200	Consumable Supplies	\$8,648.39	(\$8,648.00)	\$0.39
029-500290	Transfers within an Agency	\$619.00	(\$619.00)	\$0.00
030-500311	Equipment	\$188,073.00	(\$130,000.00)	\$58,073.00
038-500175	Technology-Software	\$0.00	\$74,109.00	\$74,109.00
039-500188	Telecommunications	\$5,398.17	(\$1,865.00)	\$3,533.17
050-500109	Part Time Salaries	\$259,312.84	(\$259,312.00)	\$0.84
060-500606	Benefits	\$19,933.46	(\$13,056.00)	\$6,877.46
070-500705	In-State Travel	\$20,933.30	(\$20,933.00)	\$0.30
080-500719	Out-of-State Travel	\$62,936.09	(\$5,646.00)	\$57,290.09
103-502664	Contracts for Operational Services	\$376,955.00	(\$34,430.00)	\$342,525.00
	Total	\$1,025,418.49	\$0.00	\$1,025,418.49

EXPLANATION

This transfer is necessary to align appropriations with the approved Federal grant award.

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The additional grant funds in class 038 will be used to procure an intelligence-led policing (ILP) software. This software allows for enhanced case support, crime, and open-source threat intelligence, aiding in the investigation efforts to solve violent crimes. Enhancing technology is critical as web-based threats become more sophisticated and complex.

The additional grant funds in class 018 will be used for overtime hours dedicated specifically for the Anti-Heroin Task Force (AHTF). The goal for the current AHTF project is the continued reduction and prevention of overdose deaths within the state.

The following appropriation adjustments are being requested:

Class 18 – Overtime - are needed to fund specific operations.

Class 20 – Consumable Supplies – Funds are available to transfer based on the Federally approved active grants.

Class 29 – Transfers Within an Agency - Funds are available to transfer based on the Federally approved active grants.

Class 30 – Equipment – Funds are available to transfer based on the Federally approved active grants.

Class 38 – Technology – Software - Funds are needed to procure software for the IAC.

Class 39 – Telecommunications – Funds are available to transfer based on the Federally approved active grants.

Class 50 – Part Time Salaries – Funds are available to transfer based on the Federally approved active grants.

Class 60 – Benefits - Funds are available to transfer based on the Federally approved active grants.

Class 70 – In-State Travel – Funds are available to transfer based on the Federally approved active grants.

Class 80 – Out-of-State Travel - Funds are available to transfer based on the Federally approved active grants.

Class 103 – Contracts For Operational Services - Funds are available to transfer based on the Federally approved active grants.

The following information is provided in accordance with the Budget Officer's instructional memorandum dated April 17, 1985 to support the above requested actions:

Does transfer involve continuing programs or one-time projects? The transfer is a one-time project.

Is this transfer required to maintain existing program level or will it increase the program level? This transfer is to increase the project level.

Cite any requirements which make this program mandatory. RSA 21-P.

Identify the source of funds on all accounts listed on this transfer. The source of funds 100% Transfers from Other Agencies (Federal Funds).

Will there be any effect on revenue if this transfer is approved or disapproved? There will be no effect on revenue.

Are funds expected to lapse if this transfer is not approved? If this transfer is not approved, the funds will lapse, and the approved grant will be returned to the Federal Agency.

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Are personnel services involved? No.

The Department did not include this grant in the SFY 2024 budget, because it was not available at the time the budget was prepared, therefore requiring the above requested action. If this request is not approved Federal funds could be lost, therefore the above requested action is needed to fully utilize the federal grant funds.

In the event that Transfers from Other Agencies become no longer available General 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 - 9/30/2023	\$157,485.00
NCHIP Grant - Effective through 9/30/2024	\$560,063.00
PSN Grant - Upon Approval through 9/30/2025	\$74,109.00
OPS Anti-Heroin Task Force Program - 5/18/2022-9/30/2024	\$833,224.14
Total Grant Funds Awarded	<u>\$1,624,881.14</u>

Less SFY 2020 expenses	(\$13,839.33)
Less SFY 2021 expenses	(\$45,057.20)
Less SFY 2022 expenses	(\$48,777.90)
Less SFY 2023 expenses	(\$491,790.61)
Total	<u>(\$599,465.04)</u>

Net Grant Funds Remaining as of July 1, 2023 (SFY 2024) **\$1,025,416.10**

Less SFY 2024 Appropriation including prior year encumbrances
02-23-23-234010-33450000 (\$1,025,416.49)

Excess grant funds available to appropriate **-\$0.39**

This Request **\$0.00**

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 (NHDOS) is a duly constituted agency of the State of New Hampshire;

Whereas, DOJ is responsible for providing funding through a subgrant to NHDOS as herein for FY 22 Project Safe Neighborhoods Formula Grant

Whereas, DOJ desires to enter into a subgrant with NHDOS for a term from Governor and Council approval through 09/30/2025 in an amount not to exceed \$74,109.00;

Whereas, NHDOS 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;

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 NHDOS the amount of \$74,109.00 for their services described in the attached MOU Exhibit B, which is hereby incorporated by reference. Payment shall be provided from 02-20-20-201510-4469-085-588523.
2. NHDOS 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 09/30/2025.
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

Kathleen B. Carr, Director of Administration

Date: 01/03/2023

15. *For New Hampshire Department of Safety*

Robert L. Quinn

Robert L. Quinn, Commissioner

Date: 12/18/22

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

Takhmina Rakhmatova

Attorney

Date: 1/4/2023

Subrecipient Initials RL

Date 12/19/22

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 as herein described under the 2021 Anti-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 exceed \$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 (Intcl) and Mobile Enforcement Team (MBT);

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.
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 B. Carr, Director of Administration

Date: 04/22/2022

15. *For DOS, Department of Safety*

Robert L. Quinn
Robert L. Quinn, Commissioner

Date: 4/8/22

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

Takmina Rakhmatova
Attorney

Date: 4/22/2022