



State of New Hampshire

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

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

April 26, 2024

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 in the amount of \$1,555,000.00 of federal pass-through funds from the NH Department of Justice to upgrade/enhance the State Messaging Platform, fingerprint card scanning project, and to provide equipment to local/county law enforcement for J-ONE expansion. Effective upon Fiscal Committee and Governor and Council approval through June 30, 2025. 100% Fed Rev Xfers from Other Agencies.

Funds are to be budgeted in the following account:

02-23-23-234010- 33450000 Dept. of Safety – DOS – NHDOT & NHDOJ Grants

<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	(\$1,278,418.49)	(\$1,555,000.00)	(\$2,833,418.49)
018-500106	Overtime	\$483,009.24	\$0.00	\$483,009.24
020-500200	Consumable Supplies	\$0.39	\$0.00	\$0.39
030-500311	Equipment	\$256,323.00	\$0.00	\$256,323.00
038-500175	Technology-Software	\$74,109.00	\$0.00	\$74,109.00
039-500188	Telecommunications	\$3,533.17	\$0.00	\$3,533.17
050-500109	Part Time Salaries	\$0.84	\$0.00	\$0.84
060-500606	Benefits	\$6,877.46	\$0.00	\$6,877.46
070-500705	In-State Travel	\$0.30	\$0.00	\$0.30
080-500719	Out-of-State Travel	\$57,290.09	\$0.00	\$57,290.09
072-500574	Grants Federal	\$0.00	\$300,000.00	\$300,000.00
103-502664	Contracts for Operational Services	\$397,275.00	\$1,255,000.00	\$1,652,275.00
	Total	<u>\$1,278,418.49</u>	<u>\$1,555,000.00</u>	<u>\$2,833,418.49</u>

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April 26, 2024
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EXPLANATION

In CY 2023 the New Hampshire State Police, (NHSP), entered into a contractual agreement with our current State Police Online Telecommunications System (SPOTS) vendor, Computer Projects of Illinois, (CPI), to provide a series of needed upgrades and enhancements to the State Message Platform referred to as, OpenFox. The monetary support of which was obtained via a sub-awarded federal pass-through funding grant with the Department of Justice.

These funds will be used by the NHSP to fund the following projects:

1. Criminal Records Backlog: The NHSP Criminal Records Unit, (CRU), currently processes criminal inked fingerprint cards by utilizing employees to scan cards. Once scanned and processing is completed, the paper card is destroyed, except for juvenile fingerprints and those submissions that have been rejected by the FBI, in which NHSP is required to maintain physical copies of those cards for a set timeframe. A process that has been in place for several years now. Currently, the Criminal Records Unit has a finite backlog of approximately 400,000 criminal inked fingerprint cards that have been processed and submitted to the FBI but are not stored electronically as current practice dictates. As such, the backlog of criminal inked fingerprint cards does not allow for the State Police Forensic Laboratory to remotely access these paper documents. Which results in a lengthy review of and/or accessibility to, those ink cards that are not electronically available. These cards are currently taking up office space and are not electronically accessible. This project seeks to electronically scan the remaining cards, eliminating the need for storage and this ensures that we will retain all criminal fingerprint card data in a secure format. Additionally, space within the Criminal Records Unit work area had become increasingly congested and overrun with physical hard paper copies of criminal inked fingerprint cards, ensuring that every set of fingerprints tied to potential criminal activity of the person, is in system and can be accessed remotely/electronically by the NH Forensic lab, The Criminal Records Unit other stakeholders.
2. System Conversions: As a result of NHSP's continuous effort to maintain and upgrade the State Police Online Telecommunication System, (SPOTS), to the highest level of functionality and security for all criminal justice agencies in the State, the NHSP has initiated improvements to the platform to convert several databases within the platform from an outdated *delimited character* format to a more secure and updated *Extensible Markup Language (XML)* format. This is simply the newest of minimum industry standards in making data exchange more robust and secure and something that we are approaching being mandated by the FBI on, as the hard deadline for this conversion approaches.
3. Query Criminal History Log (QCHL) Report: The NHSP National Crime Information Center, (NCIC), Unit currently conducts FBI required audits of all NH agencies that receive Federal Criminal History Information to ensure that access, handling and destruction of those records at each agency conforms to FBI policy and system usage and standards. One aspect of the audit effort is to monitor each agency's misuse of access to the Interstate Identification Index (III) and criminal histories. Currently, to do so, staff must spend an unnecessary amount of time obtaining the needed information from multiple electronic files. The implementation of the QCHL report will allow the NCIC unit to reduce the administrative time needed to compile the needed data to make such determinations and conduct audits more efficiently.
4. Agency Equipment: As NHSP has seen continued success in the implementation of the SPOTS platform, currently there are forty-three, (43) outstanding law enforcement agencies that have yet to become part of this network/environment. The inability of some agencies to consider becoming part of the network/environment is a lack of funding to support the purchase of equipment/supplies needed to properly receive and disseminate criminal justice information such as issuance of complaints/citations or completion of crash report data. Such equipment needs include a laptop/tablet/operating system, in-cruiser printers and bar code scanners to scan

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

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driver's license information. With the average agency needing equipment for up to three, (3), cruisers, and an average equipment cost per agency estimated at \$20,000, these funds will allow NHSP to provide funding to implement the SPOTS Platform in a mobile capacity, to ten, (10), agencies with the flexibility to adjust to add more agencies or react to an increase in agency specific needs, without any strain on their town and county budgets.

Funds are to be budgeted as follows:

Class 072 funds, Grants Federal, are needed sub-award funding to Local Agencies for the ability to implement the State Message Platform.

Class 103, Contracts for Operational Services, are needed to upgrade/enhance the State Messaging Platform and the fingerprint card scanning project.

This grant was not budgeted in SFY 2024/2025 because these funds were not anticipated or available during the development of the Department's SFY 2024/2025 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 - 9/30/2023	\$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
NCHIP Grant - Effective through 9/30/2024	\$198,250.00
2023 SAC NIBRS - Effective through 9/30/2025	\$54,750.00
2023 NCHIP Grant - Effective through 9/30/2025	\$1,555,000.00
Total Grant Funds Awarded	\$3,432,881.14
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	(\$599,465.04)
Net Grant Funds Remaining as of July 1, 2023 (SFY 2024)	\$2,833,416.10
Less SFY 2024 Appropriation including prior year encumbrances 02-23-23-234010-33450000	(\$1,223,666.10) *
Excess grant funds available to appropriate	<u>\$1,609,750.00</u>
This Request	\$1,555,000.00

*\$2.39 in various classes due BARS (budget System) not able to close amounts under \$1

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 in the narratives of the 2023 National Criminal History Improvement Program (NCHIP) and the 2023 NCHIP-Supplemental;

Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through 9/30/2025 in an amount not to exceed \$1,555,000;

Whereas, DOS is responsible for adhering to all conditions as set forth in the NCHIP Cooperative Agreements, federal financial rules, and all applicable state rules and regulations of procurement;

Whereas, DOS desires to obtain services to enhance the state’s National Instant Check System (NICS) and National Crime Information Center (NCIC) software, expand law enforcement access to the New Hampshire State Police’s State Message Platform (SMP), and address a criminal record backlog by having paper fingerprint cards scanned and uploaded in the state’s record system.

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 \$1,555,000 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 9/30/2025.

Initials: *rd*
Date: 11/27

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, Director of Administration

Date: _____

15. For Subrecipient, Department of Safety



 Robert L. Quinn, Commissioner

Date: 11/1/23

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

 Attorney

Date: _____

Initials: RF
 Date: 11/1/23

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 9/30/2025 in an amount not to exceed \$54,750;

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 obtain services to enhance the state's crime data collection and sharing capabilities with the use of grant funding from the U.S. Department of Justice's 2023 State Justice Statistics Program for Statistical Analysis Centers grant.

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 \$54,750 under the special conditions described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 02-20-20-201510-5013-085-588523. Vendor # 311206 (DOS).
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 9/30/2025.
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.

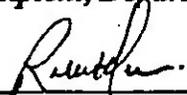
Initials: AL
Date: 11/1/23

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, Director of Administration

Date: _____

15. *For Subrecipient, Department of Safety*



 Robert L. Quinn, Commissioner

Date: 11/1/23

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

 Attorney

Date: _____

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 9/30/2024 in an amount not to exceed \$198,250;

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 purchase LiveScan digital fingerprint machines with the objective of improving the ability to collect and share accurate criminal history among law enforcement entities throughout the State of New Hampshire and nationally.

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 \$198,250 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 9/30/2024.
6. DOS agrees to provide a minimum total of \$25,256 in cash match and/or in-kind match prior to the conclusion of their award. If DOS is unable to provide the required match, DOS's total awarded funds will be reduced in accordance with federal statute 2 CFR 200.306.

7. 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.
8. 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.
9. 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.
10. This agreement shall be construed in accordance with the laws of the State of New Hampshire.
11. 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.
12. 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.
13. 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.
14. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.
15. *For DOJ, Department of Justice:*

Kathleen Carr
Kathleen Carr, Director of Administration

Date: 11/08/2023

16. *For Subrecipient, Department of Safety*

Robert L. Quirk
Robert L. Quirk, Commissioner

Date: 11/1/23

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

Duncan A. Edgar
Attorney

Date: November 30, 2023

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND
DEPARTMENT OF SAFETY
FIRST MOU AMENDMENT**

This amendment ("Amendment") is by and between the Department of Justice and the Department of Safety.

WHEREAS, pursuant to an Agreement ("MOU"), approved by the Governor and Executive Council on January 22, 2020 item #79 the Department of Safety agreed to provide a State Trooper for 25 hours a week, to focus solely on proactive labor and sex trafficking investigations and address challenges around collaboration, victim identification and consistency in response to the crime of human trafficking within NH.

WHEREAS, pursuant to the provisions of # 6; Amendment, the MOU may be amended by an instrument in writing signed by both parties.

WHEREAS, the Department of Safety and the Department of Justice have agreed to amend the MOU in certain aspects;

WHEREAS, the Department of Safety and the Department of Justice have agreed an extension of time of this MOU is necessary to continue the original objectives of the MOU with no additional funding.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the MOU, and set forth herein, the parties hereto do hereby agree as follows:

a. Amendment and Modification of MOU

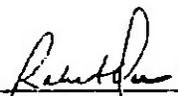
- 1) Delete paragraph 4 in its entirety and replace therein as follows:
Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Executive Council approval through 09/30/2023 in an amount not to exceed \$157,485.
- 2) Delete #5 in its entirety and replace therein as follows:
The Memorandum of Understanding is effective until 09/30/2023.
- 3) Delete Exhibit B Paragraph 3a. in its entirety and replace therein as follows:
The Department of Safety shall be awarded an amount not to exceed \$157,485 of the total Grant Limitation from Governor and Council approval to 09/30/2023, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
 - i. Neither the DOS nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, nor after 09/30/2023.

b. Effective Date of Amendment

1) This Amendment shall take effect upon approval of the Governor and Executive Council.

c. Continuance of Agreement

1) Except as specifically amended and modified by the terms and conditions of this Amendment, the MOU and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.



Robert L. Quinn
Commissioner
Department of Safety

9/12/22
Date

Kathleen B. Carr
Director of Administration
Department of Justice

Date

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

Attorney

Date

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND
DEPARTMENT OF SAFETY
1st MEMORANDUM OF UNDERSTANDING AMENDMENT**

This Amendment ("Amendment") is by and between the NH Department of Justice and the NH Department of Safety (Subrecipient).

WHEREAS, pursuant to an Agreement ("MOU"), approved by the Governor and Council on December 7, 2022, item # 90, the New Hampshire Department of Safety agreed to carry out the initiatives of this subgrant.

WHEREAS, pursuant to the provisions of number six, the MOU may be amended, by an instrument in writing signed by both parties.

WHEREAS, the Subrecipient and the Department of Justice have agreed to amend the MOU in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the MOU, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of MOU

- a. Remove paragraph four and replace with; WHEREAS, the New Hampshire Department of Justice desires to enter into a subgrant with the New Hampshire Department of Safety for a term from Governor and Executive Council approval through September 30, 2024; in an amount not to exceed \$560,063.
- b. Remove number five and replace with; The Memorandum of Understanding is effective until September 30, 2024.
- c. Remove 3a. in Exhibit C and replace with; 3a. The Subrecipient shall be awarded an amount not to exceed \$560,063 of the total Grant Limitation from Governor and Council approval through September 30, 2024, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.
- d. Remove number four in Exhibit C and replace with; 4. Neither the Subrecipient nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after September 30, 2024.

2. Effective Date of Amendment

- a. This Amendment shall take effect upon Governor and Council approval.

3. Continuance of Agreement

- a. Except as specifically amended and modified by the terms and conditions of this Amendment, the MOU and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.**

**Robert L. Quinn, Commissioner
Department of Safety**

Date

**Kathleen B. Carr
Director of Administration**

Date

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

Attorney

Date

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.

RL

10/18/22

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: 12/19/22

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

Takmina Rakhmatova

Attorney

Date: 1/4/2023

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 hereby 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 05/30/2026 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 (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 PK

Date 4/26/22

NE DOJ and DOS MOU

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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: 4/19/22

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

Tabkhina Rakhmatova
Attorney

Date: 4/22/2022