



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

ROBERT L. QUINN
 COMMISSIONER

STEVEN R. LAVOIE
 ASSISTANT COMMISSIONER

September 15, 2025

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

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

1. Pursuant to RSA 9:16-c, I, authorize the Department of Safety, Division of State Police, to transfer funds within NH DOT and DOJ Grant, as outlined below, in the amount of \$137,729.00. Effective upon Fiscal Committee and Governor and Council approvals through September 30, 2026. **100% Fed Rev Xfers from Other Agencies.**
2. Pursuant to RSA 14:30-a, VI, authorize the Department of Safety, Division of State Police, to accept and expend \$552,776.00 of federal pass-through funds from the NH Department of Justice for replacement and implementation of 10 AFIS Live Scan Machines, FBI CJIS Audits, and provide equipment to local/county law enforcement for J-one expansion. Effective upon Fiscal Committee and Governor and Council approval through September 30, 2026. **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 and DOJ Grant

<u>Class</u>	<u>Description</u>	<u>Current Adjusted Authorized</u>	<u>Requested Action #1</u>	<u>Requested Action #2</u>	<u>Revised Appropriation SFY 2026</u>
00D-488523	Fed Rev Xfers from Other Agencies	(\$2,350,311.00)	\$0.00	(\$552,776.00)	(\$2,903,087.00)
018-500106	Overtime	\$ 222,905.00	\$.00	\$.00	\$ 222,905.00
020-500200	Consumable Supplies	\$ 10,666.00	\$ (10,666.00)	\$.00	\$.00
029-500290	Intra-Agency Transfers	\$ 1,394.00	\$ (1,394.00)	\$.00	\$.00
030-500311	Equipment	\$ 193,176.00	\$.00	\$ 77,723.00	\$ 270,899.00
038-500175	Technology-Software	\$ 15,654.00	\$ (15,654.00)	\$.00	\$.00
039-500188	Telecommunications	\$ 9,033.00	\$ (9,033.00)	\$.00	\$.00
050-500109	Part Time Salaries	\$ 40,140.00	\$ (40,141.00)	\$.00	\$.00
060-500606	Benefits	\$ 46,229.00	\$.00	\$.00	\$ 46,229.00
070-500705	In-State Travel	\$ 2,000.00	\$ (2,000.00)	\$.00	\$.00
072-500574	Grants Federal	\$ 226,250.00	\$ 109,637.00	\$ 190,363.00	\$ 526,250.00
080-500719	Out-of-State Travel	\$ 69,367.00	\$ (58,841.00)	\$.00	\$ 10,526.00
103-502664	Contracts for Operational Services	\$1,513,493.00	\$ 28,092.00	\$ 284,690.00	\$ 1,826,275.00
	Total	\$2,350,311.00	\$.00	\$ 552,776.00	\$2,903,087.00

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EXPLANATION

This transfer in requested action #1 is necessary to align appropriations with the approved Federal grant award, which the Department of Safety is receiving through pass-through funding from the Department of Justice

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

1. The New Hampshire State Police currently use over 90 AFIS fingerprint machines to capture and submit fingerprints electronically to the FBI, improving efficiency for the Criminal Records Unit. Some agencies without AFIS machines still rely on inked fingerprint cards, showing a need for additional installations. Several older machines are nearing the end of their service life. These funds will allow us to replace aging machines and expand AFIS coverage statewide.
2. FBI CJIS Audits: As the CJIS Systems Agency for New Hampshire, the State Police are required to conduct triennial audits of over 700 Criminal and non-Criminal agencies that access FBI Criminal History Record Information (CHRI). These audits cover multiple areas of compliance and are mandated by the FBI CJIS Audit Unit, the National Crime Prevention and Privacy Compact Council, and the FBI Advisory Policy Board. Currently, NHSP lacks the staff capacity to conduct, complete, or address audit findings, resulting in noncompliance with federal expectations. The requested funds will allow NHSP to secure a vendor to perform these audits and bring the State into compliance.
3. Agency Equipment: Over 40 law enforcement agencies have yet to join the SPOTS platform due to limited funding for necessary equipment. These funds will provide laptops, in-cruiser printers, and barcode scanners to support critical functions and enable full participation. The initiative will start with ten agencies as determined through an application process, evaluated by a team of qualified individuals using a pass/fail rating system to ensure adherence to grant requirements, with flexibility to expand as needed, without impacting local budgets.

The following appropriation adjustments are being requested:

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

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

Class 30 – Equipment - Funds are needed to purchase additional AFIS Live Scan Machines to deployed in the field which are utilized to capture criminal and applicant fingerprints to be processed and submitted to the FBI electronically.

Class 38 – Technology – Software - Funds are available to transfer based on the Federally approved active grants.

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.

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

Class 72 – Grants Federal – Funds are needed to assist local Police Departments to purchase laptop/tablet/operating system, in-cruiser printers and bar code scanners to scan driver's license information.

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 needed to acquire a vendor to assist in conducting triennial audits on behalf of the NHSP of each agency that receives FBI Criminal History Record Information, (CHRI).

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% Fed Rev Xfers from Other Agencies.*

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

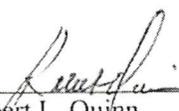
Are funds expected to lapse if this transfer is not approved? *If this transfer is not approved, the funds will lapse and the approved grant will be returned to the Federal Agency.*

Are personnel services involved? *No.*

Although the Department included this grant in the SFY 2026/2027 budget, the amount of the Federal grant received is higher than what was budgeted, 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 Agency Income funds 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:	
COPS Anti-Heroin Task Force Program - 5/18/2022-9/30/2025	\$833,224.14
2023 NCHIP Grant - Effective though 9/30/2026	\$1,555,000.00
2024 NCHIP Grant - Effective though 9/30/2026	\$1,387,755.00
Total Grant Funds Awarded	\$3,775,979.14
Less SFY 2023 expenses	(\$244,382.81)
Less SFY 2024 expenses	(\$246,440.00)
Less SFY 2025 expenses	(\$382,070.06)
Total	(\$872,892.87)
Net Grant Funds Remaining as of July 1, 2025 (SFY 2026)	\$2,903,086.27
Less SFY 2026 Appropriation including prior year encumbrances 02-23-23-234010-33450000	(\$2,349,614.13) *
Excess grant funds available to appropriate	\$553,472.14
This Request	\$553,473.00

*\$.86 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 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 (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 RD

Date 4/19/22

AMENDMENT TO GRANT AGREEMENT

This AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the "Amendment") is entered into and effective as of the Effective Date (defined below) by and between as of the NEW HAMPSHIRE DEPARTMENT OF JUSTICE ("State") and the DEPARTMENT OF SAFETY ("Subrecipient"). State and Subrecipient are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into the Memorandum of Understanding as approved by the Governor and Executive Council of the State of New Hampshire on April 29, 2022 at Item # 100 (the "Agreement"), wherein the State agreed grant, and Subrecipient agreed to accept, certain sums upon the terms and conditions set forth therein; and

WHEREAS, in accordance with Paragraph 11 (6) of the Agreement, the Parties wish to amend the terms and conditions of the Agreement as further specified herein;

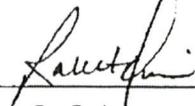
NOW THEREFORE, for good and valuable consideration exchanged, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Amendment to Paragraph 4. The Grant Completion Date of September 30, 2024 as set forth in Paragraph 4 of the Agreement is extended to September 30, 2025.
2. Amendment to Paragraph 11 (5). The Grant Completion Date of September 30, 2024 as set forth in Paragraph 11 (5) of the Agreement is extended to September 30, 2025.
3. Amendment to Exhibit C. The Grant Completion Date of September 30, 2024 as set forth in Paragraph 3(a) of Exhibit C to the Agreement is extended to September 30, 2025.
4. Effect of Amendment. Except as provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect for all purposes.
5. Construction. The recitals set forth at the outset of this Amendment are a part of this Amendment, as fully as if set forth in their entirety in the body hereof. The captions or headings in this Amendment are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Amendment. Capitalized terms that are not defined within the text of this Amendment shall have the same meanings respectively ascribed to them in the Agreement.
6. Effective Date. The terms and conditions of this Amendment shall become effective on the date that it is approved the Governor and Executive Council of the State of New Hampshire (the "Effective Date").

7. Counterparts; Facsimile and Electronic Signatures. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. A facsimile or portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E:1 *et seq.*, the Parties hereby agree that this Amendment may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date adjacent to their respective signatures set forth below.

For the DEPARTMENT OF SAFETY

By: 
Robert L. Quinn
Authorized Representative

7/10/24
Date

For the NEW HAMPSHIRE DEPARTMENT OF JUSTICE

By: 
Kathleen Carr
Director of Administration

07/17/2024
Date

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

By: 
Attorney

7/17/2024
Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
GRANT AWARD

Agency Name:	New Hampshire Department of Safety	Vendor No.:	311206
Program Name:	2023 NCHIP NH Department of Safety	Amount:	\$700,000.00
Grant Start Date:	02/21/2024	State Grant Number:	2023NCHIP01
Grant End Date:	09/30/2025	UEI:	V9GSW38ZEVC5
Appropriation No.	02-20-20-201510-3426-085-588523		
Head of Agency	Project Director	Fiscal Officer	
Robert L. Quinn 33 Hazen Drive Concord, NH 03305 603223835 tammy.M.holso@dos.nh.gov	Victor Muzzey 33 Hazen Drive Concord, NH 03305 16032238355 tammy.M.holso@dos.nh.gov v	Tammy Holso 33 Hazen Drive Concord, NH 03305 16032238355 tammy.M.holso@dos.nh.gov v	
Federal Agency: US Dept. of Justice Bureau/Office: Bureau of Justice Statistics Programs CFDA Number: 16.554 Federal Fund Name 2023 National Criminal History Improvement Project (NCHIP)			
	Federal Fund Number	Federal Award Amount	
	15PBJS-23-GK-01444-NCHI	\$736,842.00	
	Federal Sub-Award Amount Date \$700,000	Federal Fund Start 10/01/2023	Federal Fund End Date 09/30/2025
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.		
Other:	Indirect Cost Rate 0.0%		

STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE GRANT AWARD		
Agency Name:	New Hampshire Department of Safety	Vendor No.: 311206
Program Name:	2023 NCHIP NH Department of Safety	Amount: \$855,000
Grant Start Date:	02/21/2024	State Grant Number: 2023NCHIP01
Grant End Date:	09/30/2025	UEI: V9GSW38ZEVC5
Appropriation No.	02-20-20-201510-3426-085-588523	
Head of Agency	Project Director	Fiscal Officer
Robert L. Quinn 33 Hazen Drive Concord, NH 03305 603223835 tammy.M.holso@dos.nh.gov	Victor Muzzey 33 Hazen Drive Concord, NH 03305 16032238355 tammy.M.holso@dos.nh.gov	Tammy Holso 33 Hazen Drive Concord, NH 03305 16032238355 tammy.M.holso@dos.nh.gov
Federal Agency: US Dept. of Justice Bureau/Office: Bureau of Justice Statistics Programs CFDA Number: 16.554 Federal Fund Name 2023 National Criminal History Improvement Project (NCHIP)-Supplemental		
	Federal Fund Number	Federal Award Amount
	15PBJS-23-GK-00311-NCHI	\$900,000
	Federal Sub-Award Amount	Federal Fund Start Date
	\$855,000	10/01/2023
		Federal Fund End Date
		09/30/2025
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.	
Other:	Indirect Cost Rate 0.0%	

AMENDMENT TO GRANT AGREEMENT

This AMENDMENT TO INTERAGENCY MEMORANDUM OF UNDERSTANDING (the "Amendment") is entered into and effective as of the Effective Date (defined below) by and between as of the NEW HAMPSHIRE DEPARTMENT OF JUSTICE ("State") and the NEW HAMPSHIRE DEPARTMENT OF SAFETY ("Subrecipient"). State and Subrecipient are sometimes referred to herein singularly as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into the Interagency Memorandum of Understanding as approved by the Governor and Executive Council of the State of New Hampshire on February 21, 2024 at Item # 157 (the "Agreement"), wherein the State agreed grant, and Subrecipient agreed to accept, certain sums upon the terms and conditions set forth therein; and

WHEREAS, in accordance with Paragraph 7 (6) of the Agreement, the Parties wish to amend the terms and conditions of the Agreement as further specified herein;

NOW THEREFORE, for good and valuable consideration exchanged, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Amendment to Paragraph 4. The Grant Completion Date of 9/30/2025 is extended from 9/30/2025 to 9/30/2026. Any and all reference to 9/30/2025 in the agreement including Exhibits must be replaced by 9/30/2026.
2. Effect of Amendment. Except as provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect for all purposes.
3. Construction. The recitals set forth at the outset of this Amendment are a part of this Amendment, as fully as if set forth in their entirety in the body hereof. The captions or headings in this Amendment are for ease of reference only, and no caption or heading shall affect in any way the interpretation, meaning, or construction of this Amendment. Capitalized terms that are not defined within the text of this Amendment shall have the same meanings respectively ascribed to them in the Agreement.
4. Effective Date. The terms and conditions of this Amendment shall become effective on the date that it is approved by the Governor and Executive Council of the State of New Hampshire (the "Effective Date").
5. Counterparts; Facsimile and Electronic Signatures. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. A facsimile or portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions

Act, RSA 294-E:1 *et seq.*, the Parties hereby agree that this Amendment may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date adjacent to their respective signatures set forth below.

THE NEW HAMPSHIRE DEPARTMENT OF SAFETY

By: *Robert L. Quinn* *7/18/25*
Robert, L. Quinn, Commissioner Date
Authorized Representative

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

By: *Thomas D. Kaempfer* *7/23/25*
Thomas Kaempfer Date
Deputy Director of Administration

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

By: *Christen Lavers* *7/28/25*
Date

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 1 Granite Place, South Concord, NH 03301	
1.3. Grantee Name New Hampshire Department of Safety		1.4. Grantee Address 33 Hazen Drive Concord, NH 03305	
1.5. Grantee Phone # (603) 271-2791	1.6. Account Number 02-20-20-201510-3426- 085-588523	1.7. Completion Date 9/30/2026	1.8. Grant Limitation \$1,387,755
1.9. Grant Officer for State Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-1234	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <i>[Signature]</i>		1.12. Name & Title of Grantee Signor 1 Robert L. Quinn, Commissioner of Safety	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) <i>Thomas D. Kaempfer</i>		1.14. Name & Title of State Agency Signor(s) Thomas D. Kaempfer, Deputy Director of Admin	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Christen Lavers</i> Assistant Attorney General, On: 3 /20/25			
1.16. Approval by Governor and Council (if applicable)			
By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").