



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

64

DEC 03 2025

October 13, 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

Pursuant to RSA 14:30-a, VI, authorize the Department of Safety, Division of State Police, to accept and expend \$335,129.00 of federal pass-through funds from the NH Department of Transportation for the purpose of purchasing up to one hundred fifty (150) ProLaser 4 Lidars. Effective upon Fiscal Committee and Governor and Council approval through June 30, 2027. **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</u> | <u>Revised Appropriation SFY 2026</u> |
|--------------|------------------------------------|--|-----------------------------|---|
| 00D-488523 | Fed Rev Xfers from Other Agencies | \$2,903,084.00 | \$335,129.00 | \$3,238,213.00 |
| 018-500106 | Overtime | \$ 222,905.00 | \$ - | \$ 222,905.00 |
| 030-500311 | Equipment | \$ 270,899.00 | \$ 335,129.00 | \$ 606,028.00 |
| 060-500606 | Benefits | \$ 46,229.00 | \$ - | \$ 46,229.00 |
| 072-500574 | Grants Federal | \$ 526,250.00 | \$ - | \$ 526,250.00 |
| 080-500719 | Out-of-State Travel | \$ 10,526.00 | \$ - | \$ 10,526.00 |
| 103-502664 | Contracts for Operational Services | \$1,826,275.00 | \$ - | \$1,826,275.00 |
| | Total | \$2,903,084.00 | \$ 335,129.00 | \$3,238,213.00 |

EXPLANATION

In an effort to perform effective speed enforcement on roads throughout the state, the NH State Police will purchase up to one hundred fifty (150) ProLaser 4 Lidar speed-measuring devices. This equipment will help to provide the tools necessary for use in speed enforcement, to minimize the potential of speed related crashes and the resulting injuries and fatalities on the roadways in the State of New Hampshire.

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

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council

Page 2 of 2

The following appropriations are being requested:

Class 30 – Equipment - Funds are needed to purchase up to one hundred fifty (150) ProLaser 4 Lidar speed-measuring devices.

The Department did not include this grant in the SFY 2026/2027 budget because we were not aware of the grant during the budget preparation.

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 |
| DOT Impaired Driving Safety | \$335,128.89 |
| Total Grant Funds Awarded | <u>\$4,111,108.03</u> |

| | |
|------------------------|-----------------------|
| Less SFY 2023 expenses | (\$244,382.81) |
| Less SFY 2024 expenses | (\$246,440.00) |
| Less SFY 2025 expenses | (\$382,070.06) |
| Total | <u>(\$872,892.87)</u> |

Net Grant Funds Remaining as of July 1, 2025 (SFY 2026) **\$3,238,215.16**

Less SFY 2026 Appropriation including prior year encumbrances
02-23-23-234010-33450000 (\$2,903,087.13) *

Excess grant funds available to appropriate \$335,128.03

This Request **\$335,129.00**

*\$.86 in various classes due BARS (budget System) not able to close amounts under \$1

**MEMORANDUM OF AGREEMENT BETWEEN
NEW HAMPSHIRE DEPARTMENT OF SAFETY AND
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION FOR THE IMPAIRED
DRIVING SAFETY PROGRAM.**

This Memorandum of Agreement (MOA) is entered into by the New Hampshire Department of Safety, hereinafter referred to as NHDOS and the New Hampshire Department of Transportation, hereinafter referred to as NHDOT.

SECTION 1: PURPOSE

The purpose of this MOA is to identify all of the roles and responsibilities of NHDOS and NHDOT as they relate to the administration of the Impaired Driving Safety Program funded by Federal Highway Administration (FHWA) through NHDOT to NHDOS.

SECTION 2: PROGRAM BACKGROUND

The Impaired Driving Safety Program has been authorized in the 2025-2034 NHDOT Ten Year Transportation Improvement Plan (TYP) utilizing FHWA funds authorized under the CFR 23 163 amended through The Moving Ahead for Progress in the 21st Century Act (MAP-21). The Impaired Driving Safety Program is designed to help educate the public on the safety consequences of impaired driving and to enforce the laws pertaining to impaired driving.

SECTION 3: PROGRAM ADMINISTRATION

NHDOS has been designated as the state agency responsible for administering the State of New Hampshire's the Impaired Driving Safety Program as authorized by Title 23, United States Code (USC) Sections 163(e), Title 23, Code of Federal Regulations (CFR), Part 1225.

NHDOT is the direct recipient of Impaired Driving Safety Program funding from FHWA, and NHDOT passes this funding through to NHDOS as the sub-recipient of funds.

As the sub-recipient of Federal-aid funds for the State of New Hampshire's Impaired Driving Safety Program through NHDOT, NHDOS is accountable to both NHDOT and the FHWA for the proper use of the Federal funds.

As a sub-recipient of funds, NHDOS shall use its Impaired Driving Safety Program funds in accordance with all applicable Federal legislation and regulations. NHDOS shall also follow all NHDOT Local Public Agency (LPA) processes and requirements (see link below), which are also reviewed and approved by FHWA.
<https://www.nh.gov/dot/org/projectdevelopment/planning/documents/LPAManual.pdf>

As the recipient of funds from FHWA, NHDOT shall be responsible to ensure proper compliance and oversight of the Impaired Driving Safety Program funds by NHDOS.

Therefore, all decisions regarding the use of Impaired Driving Safety Program funds shall be made by NHDOS under the oversight of NHDOT. Any audit or Federal-aid review that determines non-participation of NHDOS expenditures will require that NHDOS be responsible for all pay back to FHWA through NHDOT.

SECTION 4: PROGRAM FUNDING

STIP/TIP

23 U.S.C. 134 and 135 requires FHWA-funded Impaired Driving Safety Program projects to be included in the Statewide Transportation Improvement Program (STIP) and applicable Metropolitan Planning Organizations (MPOs) Transportation Improvement Plans (TIPs). NHDOS shall forward the approved Work Plan (how Federal funds will be used) for the Impaired Driving Safety Program determined eligible for funding to NHDOT's Bureau of Transportation System, Management & Operations (TSMO) for incorporation into the STIP, and to applicable TIPs.

Unless the Impaired Driving Safety Program project is determined to be regionally significant, it may be grouped and submitted as one line item to NHDOT for incorporation into the STIP, and to applicable MPOs for incorporation into their TIPs. If an Impaired Driving Safety Program project is determined to be regionally significant by NHDOT and/or through the interagency consultation process, it must be listed individually within the STIP and any applicable TIP.

All modifications to the individual listing of projects or to the line item as listed in the STIP and appropriate TIPs shall be subject to Federal STIP requirements and subjected to the FHWA approved STIP Revision Procedures that are used to guide NHDOT STIP actions.

Obligation Limitation

The Impaired Driving Safety Program is subject to a limitation of \$335,128.89 in FY 26.

Funds Availability

Under Title 23 U.S.C. 163(e), apportioned funds are available for obligation until expended, however the intent is to expend these funds within three years. Neither NHDOS nor NHDOT is required to fully use the Impaired Driving Safety Program funds made available through Congress and FHWA if sufficient progress has not been made on existing funded projects.

NHDOS has been designated as the state agency responsible for administering the State of New Hampshire's the Impaired Driving Safety Program as authorized by Title 23, United States Code (USC) Sections 163(e), Title 23, Code of Federal Regulations (CFR), Part 1225.

Award Amount

NHDOT will provide funding in the amount of \$335,128.89 in state fiscal year 2026 to

NHDOS to support the administration of the State of New Hampshire's Impaired Driving Safety Program as authorized by Title 23, United States Code (USC) Sections 163(e), Title 23, Code of Federal Regulations (CFR), Part 1225.

Reimbursements

Upon approval of this MOA, NHDOT shall reimburse up to \$335,128.89 in state fiscal year 2026 to NHDOS upon receiving appropriate documentation of expended funds from NHDOS. Supporting documentation shall include appropriate proof of cost and proof of payment (e.g., purchase orders, receipts, sign-in sheets, etc).

SECTION 5: AGENCY RESPONSIBILITIES UNDER THIS MOA

1. NHDOS shall manage the Impaired Driving Safety Program in accordance with all applicable FHWA rules and regulations governing the use of FHWA funding, as well as in accordance with LPA requirements outlined under the most recent NHDOT LPA Manual sections 6-12 and sections 28-30. NHDOS will be responsible for:
 - i. Develop program guidance that reflects the Federal Impaired Driving Safety Program guidance and is approved by FHWA – NH Division. An approved copy of this Program guidance and any additional FHWA Impaired Driving Safety Program guidance must be shared with NHDOT when it becomes available;
 - ii. Conducting a competitive bid process for distribution of the Impaired Driving Safety Program funds that is compliant with Impaired Driving Safety Program and other Federal requirements;
 - iii. If a competitive bid process will not be completed, submission of a Public Interest Finding (PIF)/ Proprietary/Patented Products Use Form (PPUF) to FHWA NH Division for approval will be required prior to proceeding with procurement;
 - iv. Reviewing and approving individual projects for compliance with Impaired Driving Safety Program and other Federal requirements; and
 - v. Ensure that acceptable supporting documentation is provided and maintained for expenditures for reimbursement through the Impaired Driving Safety Program.
2. NHDOS shall undertake the following activities for Impaired Driving Safety Program project and financial transactions through the NHDOT TSMO:
 - i. Initiate project setup and definition, to include defining the project term and other related details. Sufficient detail must be provided so that NHDOT staff can update their Project Management System completely.
 - ii. Request the obligation, de-obligation and/or re-obligation of project funds thru NHDOT TSMO for review and submission to the FHWA.
 - iii. Request reimbursement monthly for the Federal share of allowable project work completed through NHDOT TSMO. Submit copies of all supporting documentation to NHDOT for review and approval by NHDOT along with the reimbursement request.

- iv. Work with NHDOT TSMO to ensure that completed projects are closed (final voucher) within 90-days after completion of the project, in accordance with the current NHDOT and FHWA approved processes.
3. No more than two Term Projects are allowed to be open within FMIS at any one time. One project can be starting up as another is being completed and closed.
4. If required, coordinate all required reviews for the National Environmental Protection Act (NEPA) and submit all projects to the NHDOT Bureau of Environment for approvals, after consultation with the State Historical Preservation Office.
5. Meet annually or more as needed, with the NHDOT TSMO and the NHDOT Bureau of Finance and Contracts (F&C) about the program for billing reviews and other items if needed.
6. Maintain project files and further maintain expenditure support; documentation to include vendor contracts, procurement process, project ledgers and invoices. Such files shall be retained for a period of 3 years after final voucher.
7. NHDOS, as part of every project closeout process, shall utilize an internal auditor to verify that expenditures are allowable in accordance with FHWA guidelines. In the case that unallowable (non-participating) expenses are found through this audit or through a billing review initiated by NHDOT or FHWA, NHDOS shall be responsible for paying those funds back to NHDOT. Failure to do so will result in the current program being given a "Hold" or "Stop Work Order" until such funds are repaid. The auditor's report shall be forwarded to NHDOT TSMO with the request to close the project.
8. As the sub-recipient of Federal-aid funds for the State of New Hampshire's Impaired Driving Safety Program, NHDOS is accountable to the NHDOT as the recipient for the use of the Federal funds.

NHDOT shall undertake the following activities for the Impaired Driving Safety Program:

1. NHDOT TSMO shall process all initial project listings and projections through the NHDOT's Project Management System (Currently known as ProMIS) so that all projects will be included in the NHDOT's STIP and all appropriate MPO TIPs as part of the NHDOT's normal required processes.
2. NHDOT TSMO shall process all project setups and modifications through ProMIS, including but not limited to scope, schedule and budget and term end dates as provided to NHDOT from NHDOS.
3. NHDOT TSMO shall process all requests for obligation, de-obligation and/or re-obligation of project funds through ProMIS and NHDOT processes for review and submission to the FHWA.
4. NHDOT Bureau of Finance and Contracts (F&C) – Project Programming will

program FMIS for obligation, de-obligation and/or re-obligation of project funds and other required project information.

5. NHDOT F&C shall process all of NHDOS's approved reimbursement requests of project work completed within State and Federal requirements through its Current Billing System (CBS). NHDOT F&C will direct the revenue received from FHWA through NHFIRST to a revenue account designated by NHDOS.
6. NHDOT F&C shall provide CBS and other financial system history when requested to document revenue activity for a project.
7. NHDOT TSMO shall work with NHDOS on STIP amendments and/or minor revisions, if necessary, for the Impaired Driving Safety Program providing that any amendments and/or minor revisions do not negatively impact NHDOT projects.
8. As the recipient of Federal-aid funds for the State of New Hampshire, NHDOT is accountable to the FHWA for the proper use of the Federal funds.

SECTION 6: ADDITIONAL PROVISIONS OF AGREEMENT

Effective Date

This MOA shall be effective upon the signatures of NHDOS and NHDOT authorized officials and Governor and Council approval.

Amendments

Amendments to this MOA shall only be made in writing and shall be signed and dated by authorized officials from both NHDOS and NHDOT.

SECTION 7: PRINCIPAL CONTACTS FOR THIS MOA

NHDOS
Commander
NH State Police, HQ
Impaired Driving Safety Program
33 Hazen Drive
Concord, NH 03301
Tel.: 603-223-4381

NHDOT
Administrator III
Bureau of Transportation Systems,
Management and Operations
110 Smokey Bear Boulevard
Concord, NH 03301
Tel.: 603-271-6862

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 (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 *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").

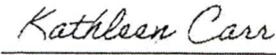
7. Counterparts; Facsimile and Electronic Signatures. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. A facsimile or portable document format (PDF) signature on this Amendment 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:  7/10/24
Robert L. Quinn Date
Authorized Representative

For the NEW HAMPSHIRE DEPARTMENT OF JUSTICE

By:  07/17/2024
Kathleen Carr Date
Director of Administration

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

By:  7/17/2024
Attorney 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: | V9GSW38ZEVCS |
| 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 | Federal Fund Start Date | Federal Fund End Date |
| | \$700,000 | 10/01/2023 | 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 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)-Supplemental | | |
| | Federal Fund Number 15PBJS-23-GK-00311-NCHI | Federal Award Amount \$900,000 |
| | Federal Sub-Award Amount \$855,000 | Federal Fund Start Date 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*
Robert, L. Quinn, Commissioner
Authorized Representative

7/19/25
Date

NEW HAMPSHIRE DEPARTMENT OF JUSTICE

By: *Thomas D. Kaempfer*
Thomas Kaempfer
Deputy Director of Administration

7/23/25
Date

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").