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State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

October 29, 2025

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

REQUESTED ACTION

Authorize the Department of Safety's Division of State Police to **retroactively** amend the preapproved grant agreements with the counties and municipalities, totaling $3,234,780.00, by incorporating an Exhibit D – Memorandum of Agreement (MOA). This action is in support of the request previously approved by the Governor and Council on October 1, 2025 (Item #60). The grants fund the investigation and apprehension of individuals or organizations involved in narcotics-related drug use and trafficking. Effective upon Governor and Council approval and retroactive to the date the grant agreements, as executed and approved by the NH Department of Justice, became effective through June 30, 2027. **100% Transfers from Other Agency**

EXPLANATION

The request is **retroactive** because the grant agreements listed in the original request have already been fully executed and approved by the NH Department of Justice, with the exception of the agreements involving the City of Concord, Carroll County, and Coos County, which are being held pending approval of this amendment. The proposed amendment incorporates an Exhibit D – Memorandum of Agreement (MOA), which was contemplated in both the application and the relevant Saf-C 2900 administrative rules. This ensures compliance with both the application and rule requirements, while maintaining full transparency regarding all required documentation.

This request is being made after consultation with the NH Department of Justice and Department of Safety's legal team. The intention is to review and revise the relevant administrative rule so that the grant agreement alone can fully encompass all requirements, thereby streamline the process and eliminate the need to incorporate both a separate grant agreement and a MOA.

Respectfully submitted,

Robert Quinn
Commissioner of Safety

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: **NH Department of Safety** **Division of State Police**		**1.2. State Agency Address** **33 Hazen Drive** **Concord, NH 03305**	
1.3. Grantee Name **Sample- Substance Abuse Enforcement Program Grant**		**1.4. Grantee Address**	
1.5 Grantee Phone #	**1.6. Account Number** **10-30770000-500580**	**1.7. Completion Date** **6/30/2027**	**1.8. Grant Limitation** **$3,234,780.00**
1.9. Grant Officer for State Agency **Holly Boisvert**		**1.10. State Agency Telephone Number** **(603) 271-7663**	
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		**1.12. Name & Title of Grantee Signor 1**	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** **Amy L. Newbury, Director of Administration**	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By: Assistant Attorney General, On: / /**			
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").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

1. Grant expenses must be incurred and paid prior to June 30, 2027. All grant reimbursement requests must be submitted prior to July 15, 2027 using form DSAD 69. Only expenses approved as outlined in Exhibit B and outlined in Saf-C 2904.02 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 2908 Administrative Requirements.

2. AWARDEE (hereinafter referred to as "the Grantee") shall maintain financial records, supporting documents, and all other pertinent records for a period of 3 years from the grant period end date per Saf-C 2908.01 Recordkeeping.

Grantee Initials _____ _____ _____

Date_____

EXHIBIT B
SCOPE OF SERVICES

1. The Department of Safety, Division of State Police (hereinafter referred to as "the State") is awarding the AWARDEE, $AMOUNT for the purpose of investigating and apprehending individuals or organizations that are involved in narcotics related drug use and trafficking.

2. "The Grantee" agrees to comply with all applicable and state laws, rules, regulations, and requirements.

3. "The Grantee" agrees to comply with all quarterly report requirements.

4. "The Grantee" is responsible for the overall direction and assignment of all 2026-2027 Substance Abuse Enforcement Program grant funded activities. When the PARTNER (hereinafter referred to as the "Municipality") is assigned grant funded activities by "the Grantee", "the Grantee" will reimburse "the Municipality" directly upon receiving appropriate documentation of expended funds and approval from "the Grantee". Payments made directly to "the Municipality" will be considered payments made to "the Grantee" for the purposes of this grant agreement.

Grantee Initials _____ _____ _____

Date_____

EXHIBIT C
GRANT AMOUNT AND METHOD OF PAYMENT

1. Grant Amount: $AMOUNT

2. Payment Schedule

    a. "The Grantee" agrees that the total payment by "the State" under this grant agreement shall be up to $AMOUNT

    b. "The Grantee" agrees to submit reimbursement requests monthly to "the State" under this grant agreement.

    c. "The State" shall reimburse up to $AMOUNT to "the Grantee" upon "the State" receiving appropriate documentation of expended funds (i.e.: copies of payroll documentation and proof of payment) submitted with form DSAD 69.

Grantee Initials _____ _____ _____

Date_____

EXHIBIT D

Memorandum of Agreement (MOA)

Grantee Initials _____ _____ _____

Date_____

Memorandum of Agreement (MOA)

The State of New Hampshire, Department of Safety (herein referred to as the "State"), the AWARDEE (herein referred to as the "Grantee") and the PARTNER (herein referred to as the "Municipality"), agree to administer funding of the 2026-2027 Substance Abuse Enforcement Program as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

The "Grantee" is responsible for:

- Coordination of activities as specified in RSA 21-P:66 and Saf-C 2900 and outlined in the application and grant award documentation;
- Reviewing and approving all reimbursement requests submitted by the "Municipality";
- Conditioned upon approval, paying the "Partner's" reimbursement requests;
- Providing all reimbursement requests submitted by the "Partner" with proof of payment from the "Grantee" to the "State";
- Any costs related to activities that are not previously approved by the "State" or that exceed any previously approved amount.

The "Municipality" is responsible for:

- Participating in specified "Grantee" assigned activities as per the final grant agreement;
- Documenting specified "Grantee" assigned activities in accordance with the grant agreement using the attached Overtime form and appropriate back-up as specified in the Grant application and Saf-C 2908.01 on forms DSAD 69 and DSAD 70;
- Submitting reimbursement requests supported by documentation to the "Grantee";
- Any costs related to activities that are not previously approved by the "Grantee", that exceed any previously approved amount, or that are deemed ineligible per the grant agreement.

The "State" is responsible for:

- Reimbursing the "Grantee" for approved grant related activities that are supported by proper documentation and approved by the "Grantee";
- Ensuring that submitted reimbursements have been approved by the "Grantee";
- Providing notification to the "Grantee" of any documentation deficiencies and the steps necessary to resolve the issue.

Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "PARTNER" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the AWARDEE (the "Grantee") and the PARTNER (the "Municipality"), agree to administer funding of the 2026-2027 Substance Abuse Enforcement Program as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

AWARDEE Police Department

_____ _____
Chief/Sheriff Date

PARTNER DEPARTMENT

_____ _____
Police Chief Date

New Hampshire Division of State Police

_____ _____
Mark Hall Date
Colonel

New Hampshire Department of Safety

_____ _____
Amy L. Newbury Date
Director of Administration

Readopt Saf-C 2900, effective 10-21-19 (Document #12894, Emergency), to read as follows:

CHAPTER Saf-C-2900 LAW ENFORCEMENT SUBSTANCE ABUSE REDUCTION INITIATIVE

PART Saf-C 2901 PURPOSE AND SCOPE

Saf-C 2901.01 Purpose. The purpose of these rules is to set forth the administrative requirements for the application and approval of grants available to county and local law enforcement agencies for the substance abuse enforcement program established pursuant to RSA 21-P:66.

Saf-C 2901.02 Scope. This chapter shall apply to all county and local law enforcement agencies who apply for grants available under the Substance Abuse Enforcement Program.

PART Saf-C 2902 DEFINITIONS

Saf-C 2902.01 "Applicant" means a New Hampshire county, local, or multijurisdictional law enforcement agency that has chosen to apply for grant funding under this chapter.

Saf-C 2902.02 "Authorizing official" means an official exercising authority promulgated under RSA 31:95-b, RSA 37:6, or RSA 23:1. The term includes elected or appointed personnel designated by the elected body of the applicant agency.

Saf-C 2902.03 "Commissioner" means commissioner of the New Hampshire department of safety.

Saf-C 2902.04 "Department" means the New Hampshire department of safety.

Saf-C 2902.05 "Drug Monitoring Initiative" "(DMI)" means the monthly unclassified publication from the New Hampshire Information and Analysis Center (IAC) reporting on the data trends of narcotics and available at http://www.dhhs.nh.gov/dcbcs/bdas/data.htm or by signing up for distribution through the IAC.

Saf-C 2902.06 "Drug Task Force" means a drug enforcement program staffed by law enforcement personnel from county or local law enforcement agencies.

Saf-C 2902.07 "Grant Review Committee" means the colonel of the New Hampshire state police or designee, the president of the New Hampshire association of chiefs of police or designee, and the president of the New Hampshire sheriffs association or designee.

Saf-C 2902.07 "Information Analysis Center" "IAC" means "information and analysis center" as defined by RSA 651-F:1, III.

Saf-C 2902.08 "Overtime" means costs for time worked in excess of normal scheduled duties.

Saf-C 2902.09 "State" means the State of New Hampshire.

Saf-C 2902.10 "Supplant" means to use grant funds to replace funds from non-grant sources.

PART Saf-C 2903 APPLICANT ELIGIBILITY

Saf-C 2903.01 Eligible Applicants.

(a) Eligible applicants shall include:

(1) Local law enforcement agencies; and

(2) County law enforcement agencies.

(b) Eligible applicants shall be allowed to submit applications for projects with other eligible organizations.

(c) In the case of a multi-jurisdictional applicant in (b) above, the applicant shall designate an organization or one body to serve as the fiduciary agent and assume overall responsibility for the grant.

(d) Pursuant to RSA 21-P:66, eligible applicants shall include those who have provided information in the application that demonstrates use of enforcement strategies supported by data that outlines geographic and temporal enforcement and incidents.

PART Saf-C 2904 CONDITIONS FOR ELIGIBILITY OF GRANT FUNDING

Saf-C 2904.01 Grant Conditions.

(a) Grant funds awarded pursuant to the substance abuse enforcement program shall support activities for:

(1) The investigation and apprehension of individuals or organizations that are involved in narcotic-related drug use and trafficking that is identified by:

a. Using statistics and information to place additional patrol and investigative presence at locations, times, and places where there has been a significant convergence of motor vehicle crashes, crimes, and illegal drug use; and

b. Using statistics and information to place additional patrol and investigative presence in corridors known to be used by drug dealers for shipment of illegal drugs into the state;

(2) Absent unanticipated staff shortages, relieving dedicated patrol units from taking calls for service;

(3) Promoting multijurisdictional law enforcement collaboration and increased information sharing through the IAC; and

(4) The reduction of narcotics sales, abuse, and deaths.

Saf-C 2904.02 Allowable Costs.

(a) Grant funds shall reimburse grantees for employer law enforcement overtime costs that are the direct result of participating in the awarded grant activities.

(b) If the grant project utilizes part-time law enforcement officers, only the employer cost of straight time and Medicare shall be reimbursed for their participation.

(c) Grant funds shall reimburse the employer share of fringe benefits on overtime hours for the grantee's cost of New Hampshire retirement system, medicare, workers' compensation and unemployment compensation.

Saf-C 2904.03 Unallowable Costs.

(a) Pursuant to RSA 21-P:66, IV, the following shall be prohibitions on allowable uses of funds:

(1) Supplanting locally budgeted and approved funds for routine law enforcement;

(2) The purchase of evidence or for confidential funds;

(3) The purchase of operational equipment; and

(b) For the purposes of this section, operational equipment shall include:

(1) Weapons;

(2) Vests;

(3) Drones;

(4) Night vision equipment;

(5) Radios;

(6) Specialized vehicles; or

(7) Other items that are supportive of the enforcement function, but not related to personnel costs.

(c) Grant funds for reimbursement of law enforcement overtime costs, pursuant to Saf-C 2904.02(a) above, shall not include reimbursement of costs for time spent traveling to or from any designated grant funded activity, including patrol area, nor training costs or time spent in training.

Saf-C 2904.04 Length of Funding. Applicants may apply for funding to coincide with the inception of the program in the state fiscal year with termination of grant eligible activities to allow for reimbursement of eligible costs prior to the end of the fiscal year on June 30.

PART Saf-C 2905 FORMAT AND SUBMISSION

Saf-C 2905.01 Application Process.

(a) Applicants shall complete and submit "Law Enforcement Substance Abuse Reduction Initiative Application", DSAD 67, (rev. 05/20), for consideration of a grant award.

(b) DSAD 67, (rev. 05/20), may be downloaded from https://www.nh.gov/safety/divisions/homeland/index.html.

(c) Applications shall only be submitted online to the email address provided in (d) below. Hard copies or facsimiles shall not be accepted.

(d) Completed applications shall be submitted by emailing Homelandgrants@dos.nh.gov no later than 30 days after the announcement of the availability of grant funds made by the department of safety

through a posting on the department's website and electronic messaging to New Hampshire law enforcement agencies by the IAC. Applications received after the deadline shall be summarily rejected.

Saf-C 2905.02 Law Enforcement Substance Abuse Reduction Initiative Application, Data Required.

(a) Applicants for grant funding shall complete and submit the "Law Enforcement Substance Abuse Reduction Initiative Application", DSAD 67, (rev. 05/20).

(b) The authorizing official of the applicant shall identify and provide a justification for any submitted material in the application that the authorizing official believes should not be released pursuant to a request under RSA 91-A.

(c) The authorizing official shall sign and submit the DSAD 67, (rev. 9/19), by the date specified in Saf-C 2905.01(d).

(d) The authorizing official, via his or her signature, shall certify that he or she understands that:

(1) Any funds awarded be used to supplement existing funds for program activities, and will not supplant other local or funding sources for routine law enforcement activities;

(2) This program is a reimbursement-based program; and

(3) Municipal invoices, payroll validation and payment vouchers or cancelled checks shall be submitted to receive grant fund reimbursement.

(4) To the extent that local data is used in support of an application, the authorizing official shall certify that the data is correct to the best of the official's knowledge.

PART Saf-C 2906 GRANT REVIEW PROCESS

Saf-2906.01 Grant Review Committee.

(a) Within 30 days of the deadline for submission of grant applications, the grant review committee shall convene to review and score all eligible applications.

(b) Each grant review committee member shall utilize the criteria set forth in these rules and scoring rubric contained in Table 2906-1. The average score of all committee members present and completing the scoring sheet shall be calculated as the final score.

(c) The scoring rubric shall include the elements and scoring criteria specified in Table 2906-1, below:

Table 2906-1 Scoring Rubric

Category/Max Points	Scoring Element	Scoring Methodology
Information Strategy (40 points)		
	1. Is this applicant a law enforcement entity with COUNTY, LOCAL, or "established joint LE drug force"?	0 = No 5 = Yes
	2. Is this project a multi-jurisdictional application with all signed letters of support attached?	Yes = 5 pts No = 0 pts
	3. Size of full-time department	30+ Full time LE Officers = 5pts 10-30 Full Time LE = 3 pts 1-10 Full Time LE = 1 pt
	4. Does the multijurisdictional application make a strong and convincing case for regional funding, in the opinion of the Committee?	Yes = 5 pts Partial = 3 pts No = 0 pts
	5. Does the applicant have full-time law enforcement officers?	Yes = 5 pts No = 1 pt
	6. Is the GOAL of this project reasonable based on the DSAD 67 Section I.A.1, the description of the project in the professional judgement of the committee?	Yes = 5 pts Partial = 3 pts No = 1 pt
	7. Rate the effectiveness of local drug enforcement efforts planned with this project and current activities as described in the DSAD 67, section II, the program implementation strategy in the professional opinion of the Committee?	Highly Effective = 5 pts Somewhat Effective = 3 pts Not Effective = 0 pts
	8. Are the challenges and solutions in implementation described in the DSAD section II, the program implementation strategy addressed in a reasonable manner in the professional opinion of the Committee?	Yes = 5 pts Partially = 3 pts No = 0 pts
Required Attachments (10 points)		

Category/Max Points	Scoring Element	Scoring Methodology
	9. Does this project include all statistical/DMI categories & are supporting analysis documents attached (DMI stats, other neutral localized statistics)?	Data provided = 10 pts Partial data provided = 5 pts No data provided = 0 pts
Section III, Project (35 points)		
	10. Rate the severity of the problem as identified by the application based on scale of: local, regional, more?	County-wide or larger = 15 pts Smaller regional problems = 10 pts Local problem = 5 pts
	11. Does this application demonstrate a strong vision to support the overall project tied to RSA 21-P:66, including intelligence gathering and metrics tied to such as communications, high visibility patrols, drug pathway interdiction?	Strong Alignment = 10 pts Somewhat Aligned = 5 pts Not Aligned = 0 pts
	12. Rate the proposed solution as identified by the application to mitigate the identified problem. Is this convincing in rationale to find this department or regional group in the professional judgement of the Committee?	Very convincing = 10 pts Partially convincing = 5 pts Not convincing = 0 pts
Section IV, Budget (15 points)		
	13. Does the proposed project contain a concise line item budget that adds correctly with ONLY overtime and related allowable personnel costs allowed?	Line item budget = 5 pts Partial line item budget = 3 pts No line item budget = 0 pts
	14. Are all proposed project costs reasonable, necessary and allowable based on narrative in the professional opinion of the Committee?	Yes = 5 pts No = 0 pts

Category/Max Points	Scoring Element	Scoring Methodology
	15. How cost effective does the funding plan appear to be given the described needs in the professional opinion of the Committee?	Yes = 5 pts No = 0 pts
Section V. Management (15 points)		
	16. Does the applicant provide specific milestones as well as start and end dates within 6 months that are reasonable (milestones)?	Yes = 5 No = 0
	17. Is the application signed by proper, authorized officials including multi-agency applications?	All Signatures and Proper = 5 pts Some signatures or question = 3 pts No signature or improper = 0 pts
	18. Are local funds being used currently and will they be to SUPPLEMENT current efforts and these grant related efforts?	No supplantation = 5 pts Possible supplantation = 3 pts Supplantation likely = 0 pts

(d) The grant review committee shall submit the completed scoring sheets to the commissioner with their recommendation for funding and how much.

Saf-C 2906.02 Commissioner's Determination.

(a) Upon receipt of the grant review committee's recommendation, the commissioner shall make a final determination as to which projects shall be awarded funds and how much.

(b) The commissioner shall apply the following in determining whether the funding will be effectively used:

(1) Recommendation of the grant review committee;

(2) Overall impact the project will have on the greatest population;

(3) Amount of grant funds available;

(4) Cost of the project and requested budget; and

(5) Degree to which the alignment of proposal with the substance abuse enforcement program pursuant to RSA 21-P:66, and these rules.

Saf-C 2906.03 Grant Determination.

(a) Grant applicants who have been denied funding shall be notified in writing within 30 days of the commissioner's determination.

(b) Grant award recipients shall be notified in writing within 30 days of the commissioner's determination with the following information:

(1) Amount of award;

(2) Deadlines and actions required to accept funds;

(3) The requirement to complete a memorandum of understanding and comply with all grant fund requirements;

(4) Notice that recipient shall be subject to the administrative rules set forth herein;

(5) Notice that funding shall be contingent upon approval by the Governor and Executive Council; and

(6) The web address to view or print a copy of these rules.

PART Saf-C 2907 ADMINISTRATIVE REQUIREMENTS

Saf-C 2907.01 Reimbursement.

(a) Grantees shall be reimbursed for eligible activities as defined in Saf- C 2904.01.

(b) Reimbursement requests shall include requirements as follows:

(1) Grantees shall complete and submit a form "Documentation for Reimbursement of Overtime", DSAD 69 (rev. 05/20); and

(2) Grantees shall complete and submit a completed form and payroll backup "Substance Abuse Grant Overtime Summary Sheet", DSAD 70, (rev. 05/20).

(c) The grantee, or designee who has been authorized by the grantee to sign on his or her behalf, shall sign the completed form DSAD 69, (rev. 05/20), reimbursement request certifying that:

(1) All reimbursement requests are accurate and represent activities and costs allowed by the grant award;

(2) Documentation in support of reimbursement cost shall be retained at the municipality or agency submitting the form DSAD 69, (rev. 05/20), and shall be retained for state review for a period of 3 years;

(3) The municipality has paid the individual officers the funds represented on DSAD 69, (rev. 05/20);

(4) Dual compensation has not been paid;

(5) Fringe benefits requested for reimbursement includes only the employer share of the NH retirement system contribution, medicare, worker's compensation, and unemployment compensation;

(6) Part-time employees will be paid only at the straight time rate for those positions; and

(7) Salaries paid were exclusively in support of the "Law Enforcement Substance Abuse Reduction Initiative" awarded.

(d) As a condition of grant award, all interactions, intelligence, arrests, and seizures have been reported to the IAC using the required deconfliction process and through the use of "Felony Drug Arrest Submission Form" DSSP 432, (rev. 1/18).

(e) Drug task force participants shall be reimbursed by their employer, the local or county law enforcement agency.

Saf-C 2907.02 Suspension or Termination of Funds. The commissioner shall suspend or terminate funding to any awardee if it is discovered that the awardee filed a false certification in any application, report, or document used in part of this program.

PART Saf-C 2908 RECORDKEEPING

Saf-C 2908.01 Recordkeeping.

(a) All grantees shall maintain detailed time and incident records related to activities funded by the substance abuse enforcement program, pursuant to RSA 21-P:66 and these rules, for a period of at least 3 years.

(b) Grant and supporting documentation shall be made available for inspection and audit by a representative of the department upon request during the grantee's business hours, no later than the next business day.

PART Saf-C 2909 RELEASE OF RECORDS UNDER RSA 91-A

Saf-C 2909.01 Exempt Material Identified by Agency. Applicant agencies believing that any material(s) required for submission under this chapter are exempt from disclosure under RSA 91-A shall clearly identify such material and provide an explanation that describes how the material meets one or more of the exemptions outlined in that statute.

Saf-C 2909.02 Departmental Review. When the department receives a request for disclosure of material submitted under this chapter, the department will undertake a review of the material requested, including any materials identified pursuant to Saf-C 2910.01, and the explanation provided for the applicability of RSA 91-A to the requested material.

Saf-C 2909.03 Departmental Decision; Notification to Applicant. If the department's determination of the applicability of RSA 91-A to material subject to a specific request differs from the applicant's determination, prior to the release of information the department shall notify the applicant by email or letter of its determination.

Rule	Specific State Statute the Rule Implements

Saf-C 2901	RSA 21-P:66, I; RSA 541-A: 7
Saf-C 2902	RSA 21-P:66, I; RSA 541-A:7
Saf-C 2903	RSA 21-P:66, II
Saf-C 2904.01	RSA 21-P:66, II
Saf-C 2904.02	RSA 21:P-66, II (a)
Saf-C 2904.03	RSA 21-P:66, IV
Saf-C 2904.04	RSA 21-P:66, I
Saf-C 2905	RSA 21-P:66, V
Saf-C 2906	RSA 21-P:66, III
Saf-C 2907	RSA 21-P:66, I
Saf-C 2908	RSA 21-P:66, I
Saf-C 2909	RSA 91-A:4; RSA 91-A:5

SFY 2026/2027 Granite Shield/Northern Shield Application

version 1.3

Form Input

**Please note that this paper template is to be used for data gathering purposes only. This paper form will not be accepted by the agency.*

Cover Page

Program Guidance and Application Kit

The purpose of this grant (RSA 21 ◆ P: 66) is to support the implementation of drug enforcement operations/initiatives to combat the misuse of narcotics throughout the state. The misuse of these substances has resulted in a significant increase of drug related overdoses and deaths.
The grant will provide local law enforcement, county law enforcement agencies or regionalized agency coalitions specifically developed for this project, to identify, investigate, and apprehend individuals and/or organizations that are involved in narcotics use and trafficking.
This grant requires increased information sharing. The protocols and conditions shall be based on the principles of intelligence-driven, problem-oriented policing, using statistics and information to place additional police patrol and investigative presence at the locations, times, and places where there have been a significant convergence of motor vehicle crashes, crimes, and drug use or in corridors known to be used by drug dealers for shipments of illegal drugs into the State.
It also supports joint/regional operations between both uniformed patrol officers working to support covert drug unit operations on specific targets and locations throughout the state. The protocols shall insure that the officers assigned to such patrol unit for this program have been trained in the concept of data-driven policing and have appropriate knowledge of the requirement of the state and federal constitutions.
The program shall include requirements and timelines for periodic reporting through the Department of Safety to ensure that measurable results are being obtained for this investment.
Program Goals
- Reduce narcotics sales and abuse which are causing the increase in overdoses and deaths and arise in more serious crimes
- Support local, and county law enforcement with the continuation and expansion of successful
partnership patrols and joint narcotics enforcement operations
- Enhance and improve information gathering and sharing among state, local, and county law
enforcement through the statewide Information and Analysis Center (IAC and the locally embedded Intelligence Liaison Officer (ILO)

All funds awarded must be in line with one or more of the above investments.
Program Requirements
- Use of grant funds must be consistent with and supportive of implementation of the Department of Safety Law Enforcement Substance Abuse Reduction Initiative Grant Program outlined
herein and in SAF-C 2900
- Applications will be accepted for projects that support local law enforcement, county law enforcement or regionalized agency coalitions specifically developed for this project with the goals to primarily be: the continuation and expansion with partnership patrols, covert undercover narcotics investigations to reduce and deter narcotics sales and overdoses, and information gathering and sharing to ensure de-confliction of cases in partnership with the State Information and Analysis Center (IAC) ,which will also enhance officer safety.
- No funds will be granted for ◆purchase of evidence◆ or for ◆confidential funds◆ utilization under this grant program.
- No operational equipment may be purchased with these grant funds (for example: weapons, vests, drones, night vision, radios, specialized vehicles, etc.) for local, county, or regionalized agency coalitions formed for this project.
- Promoting multijurisdictional law enforcement collaboration and increased information sharing through the IAC.
Authorized Program Expenditures
- Funds awarded to each grantee can be only used to augment the funds budgeted through your respective municipality according to the mission of this grant outlined on page 5. The supplanting of locally budgeted and approved funds for routine Law Enforcement is prohibited.

Applicant Information

Applicant Agency

Amount applied for:

Grant Narrative Section

I. Community Background: Provide a summary description of this project.

Answer the questions below regarding your project.

1) Describe your desired outcome within your community that will be achieved with this grant award (Not to exceed 750 words)

2) Are you the (applicant) a member of an established drug force? **Select One*

○ Yes ○ No

3) Are you a Local, County Agency/Department that has an already established Drug Unit? **Select One*

○ Yes ○ No

Date Drug Unit Established

**Please note that this control is conditionally displayed based on the answer to other question(s) and may not be available in the electronic form.*

II. Program Implementation Strategy

Please complete the narrative sections below.

A. Describe your current substance abuse issue and support this with relevant, localized statistics.

B. Explain how the initiative will support the achievement of the stated grant goal. Include local drug enforcement efforts. Support this with statistics* and how this data drives the suggested strategies or demonstrated best practices to be replicated with these funds. (NTE 500 words)

C. Describe challenges to effective implementation of your project (ie: current law, manpower issues, etc.) (NTE: 300 words)

D. 1) Enter the number of Full Time law enforcement personnel currently employed by the applicant

D. 2) Enter the number of Part Time law enforcement personnel currently employed by the applicant

E. 1) Enter the number of Full Time law enforcement resources who will Collaboratively work on this specific project (collective size of force assigned to this grant program and objectives related specifically to this program).

E. 2) Enter the number of Part Time law enforcement resources who will Collaboratively work on this specific project (collective size of force assigned to this grant program and objectives related specifically to this program).

Data

Include the following information in a ⧫table type⧫ format for your region or community regarding items that support the need that is proposed to be addressed in this grant (Per RSA 21-P:66 II) (regarding intelligence driven policing using statistics etc). Use the period of the 6 months ended 06/30/2024.**

1. Overdose Deaths by town/city/jurisdiction (DMI) - The total number of drug related deaths as well as deaths related to narcotics.*
2. Felony Drug Arrests by applicant's jurisdiction (Provide Data w/ Supportive Reports)-*
Felony drug arrests submitted by NH Law Enforcement agencies to IAC OR please use your local arrest records and certify this as true.
3. Emergency Room Visits by County (DMI) **or use local data and certify source - *- Use the most common catchment area hospital of the 26 acute care hospitals for your region. All emergency department encounters from 26 acute care hospitals in New Hampshire. This data represents any encounter with narcotics listed as chief complaint text and may represent various types of incidents including accidental poisonings, suicide, or other related types of events.
4. Drug Treatment Admission by County or applicant's jurisdiction (DMI) or use local data and identify source *- Use the most common catchment area treatment location in your region.
5. Narcan Administered by town/city/jurisdiction (DMI) *- Narcan data in this report involves the number of incidents where Narcan was administered, NOT the number of doses of Narcan during a certain time period. Multiple doses may be administered during an incident.

Please complete the table below

NONE PROVIDED

Funding and Implementation Plan

III Funding and Implementation Plan:

Hourly costs plus the agency cost of NHRS, Medicare, Workers' Comp., and Unemployment Compensation for sworn law enforcement personnel. This rate is the rate that must be reported and validated to NH Department of Safety and will be the basis for the reimbursement. Travel time to and from event is not reimbursed by the grant nor is mileage for vehicles for the grant related work. Please attach an initiative funding plan as outlined here (definitions are outlined here to assist you):

• In no case is dual compensation allowable. Overtime costs which are the direct result of participating in Opioid grant specific activities as outlined herein. Overtime expenses are the result of personnel who worked over and above their normal schedule in the performance of activities related specifically to the allowed Opioid grant activities. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.). Fringe benefits on overtime hours are limited to local cost of NHRS, Medicare, Workers' Compensation and Unemployment Compensation.

• If utilizing part time officers, straight time will be reimbursed. Only Medicare, unemployment compensation (if applicable), workers' comp., and salary costs will be reimbursed for part time employees. *If additional lines are needed, please attach a separate well labeled table

Please complete the table below

Number of Personnel	Number of Hours	Overtime or Part-Time Rate	Total Cost for this Row	Briefly explain assignment

Milestones

IV: Please use the following ⊕template⊕ for the timeline (expand as needed for your timeline up to six months):

Milestone Number	Milestone Name	Start Date	End Date

Additional Documentation and Certifications

Non-Supplanting Certification

Department of Safety Law Enforcement Substance Abuse Reduction Initiative Program Non-Supplanting Certification Non-Supplanting Certification: This certification, which is a required component of the New Hampshire application, affirms that grant funds will be used to supplement (add to) existing funds, and will not supplant (replace) funds that have been locally appropriated for the same purpose. Potential supplanting will be addressed in the application review as well as in the pre-award review, post award monitoring, and the audit.
Supplanting funds is loosely defined (for these purposes) as using grant money to "replace" or "take the place of" existing local funding for salary, equipment or programs. These grant funds cannot be used to replace routine local budget expenses.

As a condition of the receipt of these funds:
Funding may be suspended or terminated for filing a false certification in this application or other reports or document as part of this program. Not less than monthly statistical reports to the IAC will be required to validate statistical program progress. Additional reporting may be required at a later date to be determined.

Certification Statement:
I certify that any funds awarded under the Department of Safety Law Enforcement Substance Abuse Reduction Initiative Program will be used to supplement existing funds for program activities and will not replace (supplant) other local or funding sources for routine law enforcement activities. I understand this is a reimbursement-based grant. Municipal invoices and evidence of payment must be submitted to receive grant funds reimbursement.

(1) The authorizing official of the applicant shall identify and provide a justification for any submitted material in the application that should not be released pursuant to a request under RSA 91-A.
(2) The authorizing official shall sign and submit the DSAD 67, (rev. 05/20), by the date specified in the application.
(3) The authorizing official, via his or her signature, shall certify that he or she understands that:

(a) Any funds awarded be used to supplement existing funds for program activities, and will not supplant other local or funding sources for routine law enforcement activit

(b) This program is a reimbursement-based program; and

(c) Municipal invoices, payroll validation and evidence of payment vouchers or can-celled checks shall be submitted to receive grant fund reimbursement.

(d) To the extent that local data is used in support of an application, the authorizing official shall certify that the data is correct to the best of the official's knowledge.

I have further read and understand the requirements surrounding fraudulent statements and tracking of activities **Select One*

○ Yes, I understand the definition of non-supplanting as stated above and certify that the applicant agency is NOT supplanting with these funds.

Post Application Instructions

Post-Application and Reimbursement process

V. Additional documentation and Certifications

A. This project requires approval from NH Department of Safety (DoS). No work can begin until DoS approval is granted, in writing, specifying a start date for eligible activities. Retroactive expenses are not covered. The intent of these funds is to make the participating municipality, agency or county whole for their participation in the program.
B. A Memorandum of Understanding (MOU) must be signed by the local authority who can bind a contract and the Department of Safety (DOS). This MOU is subject to review and approval by the Governor and the Executive Council BEFORE work can begin.
C. This is a reimbursement-based grant program. Payroll costs will need to be validated prior to reimbursement. DOS will supply the format for this. Please follow instructions from the previous section. Drug Task Force or regionalized agency coalition participants will be reimbursed at their individual local department level.

Post-Award Certification **Select All That Apply*

☐ I understand that no work can begin until DoS approval is granted, in writing, specifying a start date for eligible activities.

☐ I understand that an MOU must be signed by the local authority who can bind a contract and the DoS subject to review by the Governor and Executive Council BEFORE work can begin.

☐ I understand this is a reimbursement-based grant program.

Attachments

Attachments Checklist **Select All That Apply*

☐ Signature Page

Additional Attachments

Multiple attachments are not allowed. Please be aware that files exceeding 10 MB in size are not recommended. The following file types are accepted:
.doc,.docx,*.pdf,*.jpg,*.jpeg,*.png,*.tif,*.tiff,*.csv,*.txt,*.xls,*.xlsx,*.xml,*.msg,*.ppt,*.pptx,*.adi,*.ado,*.bpi,*.sfc,*.pfl,*.rou,*.dta,*.lst,*.pip,*.ami,*.aml,*.inp,*.out,*.zip,*.zipx,*.m4a

Comment

☐ Confidential (Reason for Confidentiality)

Signatures

Authorization Matrix

	Authorizing Official per RSA (Per RSA 31:95b or RSA 37:6)	Project Manager/Contact	Financial Officer
Name:			
Title:			
Address:			
City, Zip			
Phone No.			
Email:			

Please download the Template Signature Page.

The link below labeled "Template Signature Page" will bring you to the Department of Safety's Grants web page. Please scroll down to the "Commonly Requested Resources" section and click on the "Signature Page for Grants Management Bureau Grant Applications" to download. Open the Template Signature Page, place on your agency's letterhead, sign, scan and upload.
Template Signature Page

Signature Upload

Upload the Signature Template on your own agency/municipality's letterhead.

Multiple attachments are not allowed. Please be aware that files exceeding 10 MB in size are not recommended. The following file types are accepted:
.doc,.docx,*.pdf,*.jpg,*.jpeg,*.png,*.tif,*.tiff,*.csv,*.txt,*.xls,*.xlsx,*.xml,*.msg,*.ppt,*.pptx,*.adi,*.ado,*.bpi,*.sfc,*.pfl,*.rou,*.dta,*.lst,*.pip,*.ami,*.aml,*.inp,*.out,*.zip,*.zipx,*.m4a

Comment

☐ Confidential (Reason for Confidentiality)