



State of New Hampshire

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

RICHARD C. BAILEY, JR.
 ASSISTANT COMMISSIONER

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

November 29, 2022

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to accept and expend \$69,402.00 of federal pass-through funds from the NH Department of Justice for the purpose of reimbursing the cost for overtime and continuing training requirements needed by the Forensic Lab. Effective upon Governor & Council approval through September 30, 2023. 100% Fed Rev Xfers from Other Agencies.

Funds are available in SFY2023 in the following account:

02-23-23-234010-31310000 Dept. of Safety – Division of State Police – Coverdell NFSIA Grant

<u>Class</u>	<u>Description</u>	<u>Current</u> <u>Appropriation</u>	<u>Requested Action</u>	<u>Revised</u> <u>Appropriation</u>
00D-488520	Fed Rev Xfers from Other Agencies	\$ (74,677.00)	\$ (69,402.00)	\$ (144,079.00)
018-500106	Overtime	\$ 15,000.00	\$ 13,088.00	\$ 28,088.00
020-500239	Current Expense	\$ 29,068.00	\$ 5,280.00	\$ 34,348.00
040-500800	Indirect Cost	\$ -	\$ 21,182.00	\$ 21,182.00
060-500601	Benefits	\$ 3,670.00	\$ -	\$ 3,670.00
066-500546	Employee Training	\$ 7,500.00	\$ 11,634.00	\$ 19,134.00
080-500710	Out-Of-State Travel	\$ 19,439.00	\$ 18,218.00	\$ 37,657.00
	Total	\$ 74,677.00	\$ 69,402.00	\$ 144,079.00

EXPLANATION

These grant funds will be used by the New Hampshire State Police Forensic Laboratory (NHSPFL) to fund overtime as well as continuing educational training requirements of the analysts who primarily work in the Firearms/Toolmarks, Identification, Management and Quality Assurance sections. The NH State Police Forensic Laboratory (NHSPFL) is the sole provider of forensic services within the state for over 220 municipal police departments, nine state law enforcement agencies including the State Police, ten county sheriff departments, numerous city and town fire departments, and, on occasion, federal law enforcement agencies conducting criminal investigations in the state. Services offered include firearms/tool marks, pattern evidence, biology, digital evidence, fire debris, controlled drug, toxicology and breath alcohol testing.

Although the Department included this grant in the SFY 2022 and SFY 2023 budget, the amount of the Federal grant received was higher than expected, therefore requiring the above requested action.

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Additional funds are to be budgeted as follows:

Funds in Class 018, Overtime, are needed to reduce the backlog of analysis.

Funds in Class 020, Current Expenses, are needed to pay for the certification of the State Laboratory.

Funds in Class 040, Indirect Cost, are needed to pay Administrative Services on eligible expenses.

Funds in Class 066, Employee Training, are needed for continuing educational training for Lab personnel.

Funds in Class 080, Out-of-State Travel, are needed for continuing educational training for Lab personnel.

In the event that federal pass-through funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

**Department of Safety
Coverdell NFSIA Grant
Fiscal Situation**

Federal Funds Awarded:

FFY 2020 - Coverdell NFSIA Grant - 5/20/21 - 09/30/2023	\$78,572.00
FFY 2021 - Coverdell NFSIA Grant - 3/31/22 - 09/30/2023	<u>\$80,000.00</u>

Total Grant Funds Awarded	\$158,572.00
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Less SFY 2022 expenses of FFY 2020 Grants	<u>(\$14,491.53)</u>
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Total	(\$14,491.53)
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Net Grant Funds Remaining as of July 1, 2022 (SFY 2023)	\$144,080.47
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Less: SFY 2023 Appropriation including prior year encumbrances: 02-23-23-234010-31310000	(\$74,677.00)
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Excess grant funds available to appropriate	<u>\$69,403.47</u>
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This Request	\$69,402.00
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ATTORNEY GENERAL JUL 12 '22 PM 2:30 RCVD
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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July 11, 2022

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, New Hampshire 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to amend an existing subgrant with the New Hampshire Department of Safety (DOS), Concord, NH (Vendor #311206-B001), approved by the Governor and Executive Council on June 2, 2021, item #119, paragraph #2, from the Federal Paul Coverdell Forensic Science Improvement Grant Program, by extending the end date only from September 30, 2022, to September 30, 2023, for the purpose of funding drug analyst overtime, lab personnel training, and lab certification maintenance, effective upon Governor and Executive Council approval through September 30, 2023. No additional funds are involved in this time extension.

EXPLANATION

The Paul Coverdell Forensic Sciences Improvement Grants Program is a formula grant created by Public Law 106-561 on December 21, 2000. The intent of the program is to provide funding to improve quality, timeliness, and credibility of forensic services. The DOJ receives this funding annually from the Office of Justice Programs, Bureau of Justice Assistance.

The DOS, New Hampshire State Police Forensic Laboratory (Forensic Laboratory) is the sole provider of forensic laboratory services in New Hampshire. It delivers lab services, free of charge, to all law enforcement agencies conducting investigations anywhere within the State's borders. Because of this, there is a high demand for DOS lab services.

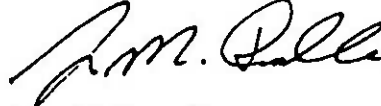
This subgrant time extension will allow the DOS to continue to fund overtime for Forensic Laboratory Drug Analysts, certification from the American Society of Crime Lab Directors (ASCLD/LAB), and training to enhance personnel skills.

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
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In the event that federal funds are no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions concerning this request. Thank you for your consideration of this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J.M. Formella", written in a cursive style.

John M. Formella
Attorney General

#3612904

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE AND
NEW HAMPSHIRE DEPARTMENT OF SAFETY
MEMORANDUM OF UNDERSTANDING AMENDMENT

This amendment ("Amendment") is by and between the New Hampshire Department of Justice (DOJ) and the New Hampshire Department of Safety (DOS) ("Subrecipient")

WHEREAS, pursuant to an Agreement ("MOU") approved by the Governor and Council on June 2, 2021, item #119, the Subrecipient agreed to carry out the initiatives of the subgrant;

WHEREAS, pursuant to the provisions of number six, Amendment, the MOU may be amended, waived or discharged by written instrument executed by the parties thereto;

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

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

1. Amendment and Modification of Contract
 - a. Remove paragraph four and replace with: Whereas, the DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through 09/30/23 in an amount not to exceed \$78,572.00;
 - b. Remove number five and replace with: the Memorandum of Understanding is effective until 09/30/23.
2. Effective Date of Amendment
 - a. This Amendment shall take effect upon approval of the Governor and Executive Council.
3. Continuance of Agreement
 - a. Except as specifically amended and modified by the terms and conditions of this Amendment, the MOU and the obligations of the parties hereunder shall remain in full force and effect with the terms and conditions set forth herein. IN WITNESS WHEREOF, the parties set their hand as of the day and year first above written.

Robert L. Quinn
Robert L. Quinn, Commissioner

7/5/22

Date

Kathleen Carr
Kathleen Carr
Director of Administration

07/06/2022

Date

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

Takhmina Rakhmatova
Attorney

7/6/2022

Date

State of New Hampshire
Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Justice (DOJ) is a duly constituted agency of the State of New Hampshire;

Whereas, the New Hampshire Department of Safety (DOS) is a duly constituted agency of the State of New Hampshire;

Whereas, DOJ is responsible for providing funding through a subgrant to DOS as herein described;

Whereas, DOJ desires to enter into a subgrant with DOS for a term from Governor and Council approval through 09/30/22 in an amount not to exceed \$78,572.00;

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

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 \$78,572.00 for the purposes described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 020-20-20-201510-4467-085-588523. Job #20NFSI20.
2. DOS agrees to carry out the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until 09/30/2022.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.

7. The parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
9. This agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings related hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

14. *For DOJ, Department of Justice:*

Kathleen Carr
Kathleen Carr, Director of Administration

Date: 05/06/2021

15. *For Subrecipient, Department of Safety*

Robert L. Quinn
Robert L. Quinn, Commissioner

Date: 2-5-2021

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

Takmina Rakhmatova
Attorney

Date: 5/6/2021

Subrecipient Initials Rd

Date 2-5-2021

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 is a duly constituted agency of the State of New Hampshire;

Whereas, DOJ is responsible for providing funding through a subgrant to New Hampshire Department of Safety as herein described;

Whereas, DOJ desires to enter into a subgrant with New Hampshire Department of Safety for a term from Governor and Council approval through 09/30/23 in an amount not to exceed \$80,000;

Whereas, New Hampshire Department of Safety is responsible for adhering to all conditions as set forth in the federal financial rules and all applicable state rules and regulations of procurement;

NOW THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. DOJ agrees to pay New Hampshire Department of Safety the amount of \$80,000 for the services described in the attached MOU Exhibit B, which is hereby incorporated by reference. Payment shall be provided from 02-20-20-201510-4467-085-588523. Job #20NFS121.
2. New Hampshire Department of Safety agrees to perform the services described in the attached MOU Exhibit B, which is hereby incorporated by reference.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit C, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until 09/30/2023.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to

Subrecipient Initials RD

Date 4/1/22