REQUESTED ACTION

Pursuant to RSA 21-P:69, the Department of Safety (DOS), Division of State Police, requests authorization to enter into grant agreements in substantially similar form and format to the attached documents with state agencies, counties, and municipalities listed below for a total amount of $519,954.82 to reduce the instance of crimes and illicit activity near the Canadian border. Effective upon Governor and Council approval, full contract execution, and grantee funding acceptance through June 30, 2025. 100% General Funds.

Funding is available in the SFY 2024 operating budget as follows.

<table>
<thead>
<tr>
<th>Vendor Number</th>
<th>SFY 2024 Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept. Natural &amp; Cultural Resources</td>
<td>$24,791.35</td>
</tr>
<tr>
<td>Fish and Game Department</td>
<td>$107,311.98</td>
</tr>
<tr>
<td>Berlin Police Department</td>
<td>$152,702.37</td>
</tr>
<tr>
<td>Colebrook Police Department</td>
<td>$27,991.00</td>
</tr>
<tr>
<td>Coos County Sheriff Office</td>
<td>$86,313.90</td>
</tr>
<tr>
<td>Gorham Police Department</td>
<td>$18,477.12</td>
</tr>
<tr>
<td>Northumberland Police Department</td>
<td>$50,555.10</td>
</tr>
<tr>
<td>Pittsburg Police Department</td>
<td>$51,812.00</td>
</tr>
<tr>
<td>Totals</td>
<td>$519,954.82</td>
</tr>
</tbody>
</table>

EXPLANATION

RSA 21-P:69 establishes a Northern Border Alliance (NBA) program focused on reducing the instance of crimes and illicit activity occurring within 25 air miles from the Canadian border to other state, county, and local law enforcement agencies. These grant agreements are for the purpose of supporting activities that focus on reducing the instance of crimes and illicit activity occurring within the northern border alliance patrol area. Allowable costs under this grant include reimbursing grantees for law enforcement overtime (or straight time for part-time law enforcement above normally scheduled hours), employer share of benefits, and mileage which are a direct result of participating in grant-
related activities. Allowable grant related activities include completion of in-person training and law enforcement activity occurring within the northern border alliance patrol area.

Grant applications were accepted from December 1, 2023, to December 29, 2023. A total of eight applications were received and reviewed for eligibility. All applicants were awarded funding.

Due to the time required to fully execute and accept funding at the state, county, and municipal level combined with the timing of future Governor and Executive Council meetings, the Department of Safety, Division of State Police requests authorization to enter into the grant agreements noted above using the grant agreement form attached to this request. Governor and Executive Council approval of this authorizing item will permit these agreements to become effective after being fully executed and accepted at the state, county, and municipal level, without requiring further action by the Governor and Executive Council. These agreements will remain subject to a review of form and execution by the Attorney General’s Office prior to final execution by the Department of Safety.

Respectfully submitted,

Robert Quinn
Commissioner of Safety
DATE: January 17, 2024

TO: Jill L. Murphy, Program Specialist II
    Division of Administration
    Department of Safety (“DOS”)

FROM: Ari van’t Hoff, Attorney
       Client Counseling Unit, Civil Bureau
       Department of Justice (“DOJ”)

REGARDING: Grants Northern Border Alliance Program between DOS and Municipalities

The Office of the Attorney General has reviewed the sample Grant Agreement in connection with the above-referenced matter and approves that agreement as to form and substance only. Once the sample Grant Agreement is approved by the Governor and Council for the entities identified in 02-23-23-234010-6369-049—584935 Inter-Agency Grant and 02-23-23-234010-63690000-073-500580 Grants-Non-Federal – Grants to Local Gov’t-State, the DOJ will review each individual agreement as to execution.

/s/ Ari van’t Hoff

Ari van’t Hoff
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH Department of Safety</td>
<td>33 Hazen Drive</td>
</tr>
<tr>
<td>Division of State Police</td>
<td>Concord, NH 03305</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAMPLE – Northern Border Alliance</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5. Effective Date</th>
<th>1.6. Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOJ Approval</td>
<td>6/30/2025</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Audit Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

"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."

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janice D. Bresnahan</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 271-7663</td>
</tr>
</tbody>
</table>

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. Acknowledgment: State of New Hampshire, County of , on / / , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he executed this document in the capacity indicated in block 1.12.

1.13.1. Signature of Notary Public or Justice of the Peace

(Seal)

1.13.2. Name & Title of Notary Public or Justice of the Peace

1.14. State Agency Signature(s)

1.15. Name & Title of State Agency Signor(s)

Melanie L. Carraher, Deputy Director of Administration

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”), pursuant to RSA 21-P:66, 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 A (the scope of work being hereinafter referred to as “the Project”).

Grantee Initials

Page 1 of 7

Date
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 B, attached hereto.
   5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
   5.3. In accordance with the provisions set forth in EXHIBIT B, 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, expenses 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. As used in this Agreement, the word “records” shall mean any written or other memoranda of whatever nature, kept 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.
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, and any subcontractor or subgrantee of the Grantee, or 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.

17. INSURANCE AND BOND. 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, for the benefit of the State, the following insurance:

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

17.1.1 Comprehensive public liability insurance against all claims of bodily injury, 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 provision of this Agreement 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 intent 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 provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials ___________________________ Date ___________________________
1. The Department of Safety, Division of State Police (hereinafter referred to as “the State”) is awarding the Awardee (hereinafter referred to as “the Grantee”) $AMOUNT for the purpose of reducing the instance of crimes and illicit activity occurring within the northern border alliance patrol area as well as completion of mandatory training.

2. “The Grantee” agrees that the project grant period ends June 30, 2025 and that all expenses must be incurred and paid prior to this date and reimbursement requests submitted on form DSAD 102 must be submitted to the Department of Safety, Grants Management Bureau, prior to June 30, 2025.

3. “The Grantee” agrees that all officers performing patrols under this program must complete and submit the DSAD 101 Northern Border Alliance (NBA) Activity Form to the New Hampshire Information and Analysis Center within 48 hours after completing any program shift.

4. “The Grantee” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.

5. The grant application as submitted by “the Grantee” is hereby fully incorporated into this grant agreement.
EXHIBIT B
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 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 102 Northern Border Alliance Approved Overtime/Backfill Worksheet.

   c. “The Grantee” shall request reimbursement on agency letterhead, signed by the authorized official, and shall specify the name and address to whom payment will be sent.

   d. “The State” shall reimburse eligible expenses no less frequently than quarterly.
EXHIBIT C
SPECIAL PROVISIONS

1. Grant expenses must be incurred and paid prior to June 30, 2025. All grant reimbursement requests must be submitted prior to June 30, 2025 using form DSAD 102. Only expenses approved as outlined in Exhibit A and outlined in Saf-C 4004.02 Allowable Costs may be reimbursed. Reimbursement requests shall meet all requirements of Saf-C 4007 Administrative Requirements.

2. “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 4008.01 Recordkeeping.

3. Grant Agreement Revision to Provision 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. *The Grantee’s liability herein shall not exceed the amount of $1,000,000.* 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.