ATTORNEY GENERAL DEPARTMENT OF JUSTICE

33 CAPITOL STREET CONCORD, NEW HAMPSHIRE 03301-6397

MICHAEL A. DELANEY
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

April 2, 2013

Her Excellency, Governor Margaret Wood Hassan And the Honorable Council State House Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

- 1. Authorize the Department of Justice to conduct a three-day advanced conference entitled "Partnering for a Future Without Violence" to be held June 5-7, 2013 at Southern New Hampshire University, Manchester, New Hampshire, at a cost not to exceed \$61,289.01 through June 30, 2013 Funding Source: 35% Agency Income, 65% Federal Funds.
- 2. Contingent upon approval of paragraph one, authorize the Department of Justice to accept and expend registration fees for the conference as mentioned above, in the amount of \$85.00 from each of an estimated 250 attendees, for a total amount not to exceed \$21,250, to help defray the cost of this conference and facility expenses, effective the date of Governor and Council approval through June 30, 2013. 100% Agency Income.

Funds received are to be budgeted in account #02-20-20-200010-1831, entitled "2009-2010 Victims Witness Training."

		Current	Requested	New
Class	Description	Budget	Action	Budget
067-500559	Training			
	/Facility Rentals	\$14,625	\$21,250	\$35,875
009-407232	Agency Income	(\$14,625)	(\$21,250)	(\$35,875)

3. Contingent upon approval of paragraph one and paragraph two, authorize the Department of Justice to enter into an agreement with Southern New Hampshire University (Vendor #177206) in an amount not to exceed \$14,429.10 for the purpose of providing necessary conference facilities and services, for the three-day advanced training conference, effective the date of Governor and Council

approval through June 7, 2013. 31% Agency Income, 69% Federal Funds.

Funds are available for this contract in account #02-20-201510-5017 entitled "Violence Against Women Act Grant" as well as other funds from account #02-20-200010-1831 entitled "2009-2010 Victim Witness Trainings" as follows:

Account #	Class	<u>Description</u>	<u>Amount</u>
5017	072-500573	Grants Federal/Grants to Institutions	\$10,000.00
1831	067-500559	Training of Providers/Facility Rentals	\$ 4,429.10
			\$14,429.10

4. Contingent upon approval of paragraph one, paragraph two, and paragraph three, authorize the Department of Justice to enter into an agreement with Sodexo Operations LLC (Vendor #201064) in an amount not to exceed \$32,910 for the purpose of providing lunches and refreshment breaks, for the three-day advanced training conference, effective the date of Governor and Council approval through June 7, 2013. 51% Agency Income, 49% Federal Funds.

Funds are available for this contract in account #02-20-201510-4460 entitled "Children's Justice Act Grant" as well as other funds from account #02-20-200010-1831 entitled "2009-2010 Victim Witness Trainings" as follows:

Account #	<u>Class</u>	<u>Description</u>	<u>Amount</u>
4460	072-500577	Grants Federal/Grants of Food	\$16,089.50
1831	067-500559	Training of Providers/Facility Rentals	<u>\$16,820.50</u>
			\$32,910.00

EXPLANATION

The Department of Justice is requesting approval to conduct an advanced three-day training conference for professionals involved with the issues of child abuse and neglect, domestic and sexual violence, stalking, strangulation, human trafficking and elder abuse. The Department is committed to providing high-quality, low-cost training to New Hampshire professionals. The Department anticipates that up to 600 individuals including judges, police and prosecutors, victim advocates, child protection workers, adult protective workers, treatment providers, medical professionals and educators will attend this year's event.

This year the Department will be combining two annual conferences, one historically held in the spring and the other in the fall, into one three-day training event. By combining the two events the Department will be able to utilize multiple grant funds and maximize resources. We will be able to offer more workshops during this one event than over the course of two separate events.

The Department made changes to the conference in an effort to make it more affordable to state and local agencies struggling with very limited budgets. These changes included canceling the banquet and instead conducting the awards ceremony at lunch, which not only reduces the registration fee, but allows the Department to provide several more scholarships while maintaining the same level of federal funding. Additionally, the Department has instituted other cost saving measures such as making

registration forms and conference handouts available in electronic formats, thus saving printing and mailing expenses.

Of the 600 projected conference attendees, 250 will pay an \$85.00 registration fee directly to the Treasurer, State of New Hampshire. The Department of Justice will provide scholarships to cover the cost of attending for those agencies and individuals who would not be able to attend because of budget constraints. This will broaden the level of representation of individuals statewide and maximize the benefit of this conference. The \$85.00 registration fee will pay for part of the costs of this training conference. The remaining costs will be covered by Federal Funds available from account #02-20-20-201510-5017, entitled "Violence Against Women Act Grant" and account #02-20-20-201510-4460 entitled "Children's Justice Act Grant".

Additional conference cost items totaling \$13,950, not included in the requested action above, are detailed in the attached conference budget. This total includes printing and supply costs, as well as speakers' fees and travel expenses and will be paid out of account #02-20-201510-5017, entitled "Violence Against Women Act Grant" and account #02-20-201510-4460 entitled "Children's Justice Act Grant. 100% Federal Funds.

Facilities statewide listed by the Office of Travel and Tourism as potentially having sufficient capacity to host this event were contacted. Two facilities submitted bids and Southern New Hampshire University/Sodexo Operations LLC were selected because they were the lowest bidder. Several other facilities were unavailable or were of insufficient capacity to accommodate the size of the conference.

In the event that federal funds become 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.

Your consideration is greatly appreciated.

Respectfully submitted,

Michael A. Delaney

Attorney General

MAD/k #883773

"Partnering for a Future Without Violence"

Conference Dates: June 5-7, 2013

BID LIST OF FACILITIES

Business	LOCATION	Qиоте
Southern New Hampshire University/Sodexho	Manchester, NH	\$47,339.01
Attitash Grand Summit Hotel	Bartlett, NH	\$53,075
Other facilities were contacted but were either una were too small to accommodate our needs, or cho		, ,
The Balsams Hotel	Dixville Notch, NH	
North Conway Grand Hotel	North Conway, NH	
Nashua Marriott Hotel	Nashua, NH	
Crowne Plaza	Nashua, NH	
Radisson Hotel	Nashua, NH	
Mountain View Grand Hotel	Whitefield, NH	
Keene State College	Keene, NH	
Plymouth State University	Plymouth, NH	
Waterville Valley Conference Center	Waterville Valley, NH	
The Executive Court Banquet Facility	Manchester, NH	
The Radisson Hotel Manchester	Manchester, NH	

WEDNESDAY JUNE 5, 2013

8:00 am - 9:00 am Registration 9:00 am - 9:15 am Welcome and Introductory Remarks 9:15 am - 10:15 am **Keynote Address** "The Impact of Physical and Sexual Violence: A Personal Journey Revealed" Olga Trujillo, JD 10:15 am - 10:30 am Break 10:30 am - 12:00 pm Session 1: Seminars 1-712:00 pm - 1:15 pm Lunch and Honorable William D. Paine II and Jennifer Pierce Weeks Awards Ceremony Session 2: Seminars 8 - 14 1:15 pm - 2:45 pm2:45 pm - 3:00 pm Break 3:00 pm - 4:30 pm Session 3: Seminars 15 - 21

THURSDAY JUNE 6, 2013

8:30 am - 9:00 am Registration 9:00 am - 10:30 am Session 4: Seminar 22 -28 10:30 am - 10:45 am **Break** 10:45 am - 12:15 pmSession 5: Seminars 29 - 35 Lunch 12:15 pm - 1:15 pm 1:15 pm - 2:45 pm Session 6: Seminars 36 - 42 2:45 pm - 3:00 pm **Break** 3:00 pm - 4:30 pm Session 7: Seminars 43 - 49

FRIDAY, JUNE 7, 2013

8:30 am - 9:00 am

9:00 am - 10:00 am

Keynote Address
"Healing in the Wake of Violent Crime, One Song at a Time"

The Angel Band Project

10:30 am - 12:00 pm

Session 8: Seminars 50 - 56

12:00 pm - 1:00 pm

Lunch

Session 9: Seminars 57 - 63

Budget

Ітем	BUDGETED
Printing	\$500
PROGRAM GUIDE	
SUPPLIES	\$500
BINDERS, PORTFOLIOS, NAME TAGS, LABELS	
PRESENTER FEES	\$12,950
Olga Trujillo, JD	\$2,250
ANGEL BAND	\$2,300
CATHY DE LA PAZ	\$1,900
Byron Fassett	\$1,900
AEQUITAS	\$1,400
DARREN MITCHELL	\$900
STALKING RESOURCE CENTER	\$900
BRIAN KILLACKY	\$500
JIM WALTERS	\$500
Interpreter	\$200
PANELIST	\$200
FACILITY CONTRACTS	\$ 47,339.01
SNHU	\$ 14,429.01
SODEXO OPERATIONS, LLC	\$ 32,910.00
Tomas	F(1 200 01
TOTAL	\$61,289.01

Subject:

Partnering for a Future Without Violence (6/5-6/7/13) - SNHU

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.				
1.1 State Agency Name	1.2 State Agency Address			
Department of Justice	33 Capitol Street, Concord, NH 03301			
1.3 Contractor Name	1.4 Contractor Address			
Southern New Hampshire University	2500 North River Road Manchester, NH 03106			
1.5 Contractor Phone 1.6 Account Number	1.7 Completion Date 1.8 Price Limitation			
Number 603-645-9612 5617\\83	6/7/13 \$14,429.01			
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number			
Danielle Snook	(603) 271-3671			
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory			
Frank forth	Derector of Kurchasing & Rest Warnigens			
1.13 Acknowledgement: State of NH, County of	Hillsborough			
On 3/4/3 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity				
indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace	DEBBIE J. MOORE			
Not	ary Public - New Hampshire nmission Expires May 11, 2016			
[Seal] Veblu & Moore				
1.13.2 Name and Title of Notary or Justice of the Peace				
Debbie J Moore - Administrative M	anager to CFO			
1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory			
Coremon Landra	Exemply Truga Rider of Ham.			
1.16 Approval by the N.H. Department of Administration, Division	on of Personnel (if applicable)			
By: NA	Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Exe	ecution)			
By: (Le M. Elds	On: 4/2/13			
1.18 Approval by the Governor and Executive Council				
Ву:				

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.
- 17. 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 given in blocks 1.2 and 1.4, herein.
- 18. 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 Executive Council of the State of New Hampshire.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

- intent, and no rule of construction shall be applied against or in favor of any party.
- **20. 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.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **24. 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.

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 8.2.1 give the Contractor 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 Contractor notice of termination;
 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 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, papers, and documents, all whether finished or unfinished.
- 9.2 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.9.3 Confidentiality of data shall be governed by N.H. RSA
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

or other emoluments provided by the State to its employees.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

EXHIBIT A

SCOPE OF SERVICE

The Contractor will provide conference facilities, tables, chairs, linens, audio visual equipment and audio visual support and other necessary equipment or supplies, for up to sixhundred (600) attendees at the three (3) day advanced training conference entitled "Partnering for a Future Without Violence". This training has been scheduled for June 5-7, 2013 but these dates may be changed if mutually agreeable to both parties.

1. Facility Services

The Department of Justice will provide a guaranteed count of attendees to the Contractor within five (5) business days prior to the event. These counts will include employees of the Department of Justice, presenters and scholarship recipients.

The Contractor will provide the following rooms as necessary to accommodate attendance conference: the Field House, Dining Center Banquet Hall, Hospitality Salons, Walker Auditorium and Hospitality Classroom 201.

The Contractor will provide tables, chairs, linens, staging and other necessary equipment or supplies necessary to accommodate attendance and facilitate the agenda.

The Contractor will provide necessary audio visual equipment (to include but not be limited to: screens, laptops, projectors, white boards and flipcharts, microphones and sound-systems) as requested by the Department of Justice. Additionally the Contractor will provide personnel to setup the equipment and make technical assistance available in each of the rooms provided. .

The Contractor will make available overnight accommodations for participants attending the conference. Individual participants will be responsible for making their own reservations and paying the contractor directly.

Services to be provided by the Contractor are those services described in the Contractor's proposal and are included in Exhibits A and B.

2. Bill For Services

For all expenses claimed, the Contractor shall deliver to the Administrator of the Department of Justice, within thirty (30) days of delivery of the contracted services, a voucher and bill for services rendered. The Voucher shall contain:

- 2.1 The identity of each service provided;
- 2.2 The date(s) upon which services were provided;
- 2.3 The amount due for each service provided; and

2.4 The total amount due for services provided.

3. Contract Price

The Contract Price specified in the bill submitted by the Contractor is due and payable forty-five (45) days subsequent to the submission of that bill and voucher for satisfactory delivery of the services described in this Exhibit B.

4. Cancellation of Conference

Not withstanding paragraph 4 of the General Provisions of this Contract, the parties hereby agree that in the event that the Department of Justice cancels this agreement (and through no fault of Southern New Hampshire University) after it has been approved by the Governor and Council and within thirty (30) days of the scheduled event, then a cancellation fee, not to exceed 50% of the contracted amount, will be incurred by the Department of Justice.

EXHIBIT B

CONTRACT PRICE

- 1. The Contract Price shall be fourteen thousand four hundred twenty nine dollars and one cent (\$14,429.01) for conference facilities and audio visual services specifically identified below:
 - 1.1. One (1) general session room set to accommodate total attendance (600), the rental of tables, chairs, linens, staging and other equipment and/or supplies necessary to accommodate the attendance and facilitate the plenary sessions, breakout sessions and meals to be held in that space;
 - 1.2. Six (6) additional breakout rooms for concurrent workshops and the rental of tables, chairs, linens, staging and other equipment and/or supplies necessary to accommodate attendance;
 - 1.3. One (1) registration area with two stations to include, but not be limited to: three (3) tables (with linens) and four (4) chairs;
 - 1.4. One (1) resource area with six (6) tables (with linens);
 - 1.5. One (1) area with eight (8) tables (with linens) to accommodate book fair; and
 - 1.6. Provision of necessary audio/visual equipment (podiums, microphone systems, DVD/VCR's, projectors, screens, flip charts, whiteboards etc.) and the availability of audio-visual personnel to setup equipment and provide technical assistance and support as needed in the general session and breakout rooms.

EXHIBIT C

SPECIAL PROVISIONS

1. 14.1.1 is modified as follows "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability in amounts of not less than \$25,000,000 per occurrence".

CERTIFICE OF AUTHORITY

I, the undersigned officer of Southern New Itamps tille University, (Enter Name of Corporation)
certify that as of MARC(† 6 , 20 13 , that [Name of Person Signing Contract)
is authorized to enter into a contract agreement with the State of New Hampshire and to
execute any and all documents, agreements and other instruments, and any amendments,
revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. This
resolution has not been amended or revoked, and remains in full force and effect as of the date
Signature of Officer
Printed Name of Officer
Title
STATE OF NH County of Hillsborough
The foregoing instrument was acknowledged before me this day of
(NOTARY SEAL) Notary Public / Wastice of the Peace DEBBIE J. MOORE Notary Public - New Hampshire Notary Public - New Hampshire Notary Public - New Hampshire Notary Public - New Hampshire
Notary Public - New Transposed My Commission Expires May 11, 2016 Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	1-978-458-1865	CONTACT NAME:	Claire Bolduc		
Fred C. Church		PHONE (A/C, No. Ext):	978-322-7168	FAX (A/C, No): 978-4	54-1865
41 Wellman Street		E-MAIL ADDRESS:	cbolduc@fredcchurch.com		
P.O. Box 1865 Lowell, MA 01853-1865			INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A :	United Educators Insurance		•
INSURED		INSURER B :	Charter Oak Fire Ins. Co.		
Southern New Hampshire University		INSURER C :	Travelers Indemnity Company		
2500 North River Road		INSURER D :			
Manchester, NH 03106		INSURER E :			
manchester, NA 03106		INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 31753323

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	GENERAL LIABILITY			CGL201200220900	07/01/12	07/01/13	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	POLICY PRO- JECT LOC							\$
В	AUTOMOBILE LIABILITY			810717K5266COF12	07/01/12	07/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	7.0.00							\$
A	X UMBRELLA LIAB X OCCUR			GLU201200220900	07/01/12	07/01/13	EACH OCCURRENCE	\$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 25,000,000
	DED X RETENTION \$ 10,000							\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		_	YKUB717K524212	07/01/12	07/01/13	WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 500,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Professional Liability			ELS201200220900	07/01/12	07/01/13	Educators Legal	5,000,000
							Each Claim	5,000,000
							Annual Aggregate	5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as an additional insured on the General Liability Policy.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire C/O Attorney General?s Office Ms. Danielle Snook, Program Specialist	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
33 Capitol Street	AUTHORIZED REPRESENTATIVE
Concord, NH 03301	Herman P Laturnan

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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE UNIVERSITY is a New Hampshire nonprofit corporation formed August 21, 1968. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of June A.D. 2012

William M. Gardner Secretary of State Subject:

Partnering For A Future Without Violence - 6/5-6/7/2013

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.	
1.1 State Agency Name	1.2 State Agency Address
Attorney General's Office	33 Capitol Street, Concord, NH 03301
1.3 Contractor Name	1.4 Contractor Address
Sodexo Operations, LLC	2500 North River Road, Manchester NH 03106
1.5 Contractor Phone 1.6 Account Number	1.7 Completion Date 1.8 Price Limitation
Number 603-645-9710 4460/1831	6/7/2013 \$32,910
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
Danielle Snook	603-271-3671
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory
	Daniel Van Avery, Geren Manger
1.13 Acknowledgement: State of NH, County of	Hillsborough
	onally appeared the person identified in block 1.12, or satisfactorily
and the discussion of the least 1 11 or	
	nd acknowledged that s/he executed this document in the capacity
indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace	
indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace	DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016
indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace	DEBBIE J. MOORE
indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Sellle G Moore	DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016
indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Woord 1.13.2 Name and Title of Notary or Justice of the Peace	DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016
Indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Selver G Moore [Seal] Name and Title of Notary or Justice of the Peace 1.13.2 Name and Title of Notary or Justice of the Peace Debbie T Moore (Administration of the Peace) 1.14 State Agency Signature	DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016 We Manager
indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Selfler G Moore 1.13.2 Name and Title of Notary or Justice of the Peace Debbie J Moore (Administration	DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016 DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016 The Manager 1.15 Name and Title of State Agency Signatory AGMANY THE MET
Indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Sebble G Moore [Seal] Moore 1.13.2 Name and Title of Notary or Justice of the Peace Debble T Moore (Administration of the Peace) 1.14 State Agency Signature	DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016 DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016 The Manager 1.15 Name and Title of State Agency Signatory AGMANY THE MET
Indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Selfle G Moore [Seal] Lille G Notary or Justice of the Peace 1.13.2 Name and Title of Notary or Justice of the Peace [Debbie T Moore (Administration) 1.14 State Agency Signature 1.15 Approval by the NH. Department of Administration, Di	DEBBIE J. MOORE Notary Public - New Hampshire Ny Commission Expires May 11, 2016 1.15 Name and Title of State Agency Signatory vision of Rersonnel (if applicable) Director, On:
Indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Selfle G Moore 1.13.2 Name and Title of Notary or Justice of the Peace Debbie T Moore (Administration) 1.14 State Agency Signature 1.15 Approval by the NH. Department of Administration, Diagrams By: NA	DEBBIE J. MOORE Notary Public - New Hampshire Ny Commission Expires May 11, 2016 1.15 Name and Title of State Agency Signatory vision of Rersonnel (if applicable) Director, On:
indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Selfle G Moore [Seal] Lille G Notary or Justice of the Peace 1.13.2 Name and Title of Notary or Justice of the Peace 1.14 State Agency Signature 1.16 Approval by the NH. Department of Administration, Dialogue By: 1.17 Approval by the Attorney General (Form, Substance and	DEBBIE J. MOORE Notary Public - New Hampshire My Commission Expires May 11, 2016 1.15 Name and Title of State Agency Signatory vision of Personnel (if applicable) Director, On: Execution)

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials

Date 3/21/15

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule:
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 8.2.1 give the Contractor 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 Contractor notice of termination;
 8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 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, papers, and documents, all whether finished or unfinished.
- 9.2 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.
 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to

and including the date of termination. The form, subject

matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In

the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials

Date 3/29/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.
- 17. 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 given in blocks 1.2 and 1.4, herein.
- **18. 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 Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

- intent, and no rule of construction shall be applied against or in favor of any party.
- **20. 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.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- **24. 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.

EXHIBIT A

SCOPE OF SERVICE

The Contractor will provide three (3) coffee services, three (3) buffet luncheons and two (2) refreshment breaks, for up to 600 attendees at the three (3) day advanced training conference entitled "*Partnering for a Future Without Violence*". This training has been scheduled for June 5-7, 2013 but these dates may be changed if mutually agreeable to both parties.

1. <u>Banquet Functions</u>

- 1.1 A guaranteed count will be provided three (3) business days prior to each meal for the number of guests to receive coffee service, refreshment breaks and lunches, June 5-7, 2013. These counts will include employees of the Department of Justice, presenters and scholarship recipients, to which the Department of Justice will add the number of individual pre-paid registrants.
- 1.2 The guaranteed count of the employees of the Department of Justice, presenters and scholarship recipients is the minimum for which the Department of Justice shall be charged.

Services to be provided by the Contractor are those services described in the Contractor's proposal and are included in Exhibits A and B.

2. <u>Bill For Services</u>

For all expenses claimed, the Contractor shall deliver to the Administrator of the Department of Justice, within thirty (30) days of delivery of the contracted services, a voucher and bill for services rendered. The Voucher shall contain:

- 2.1 The identity of each service provided;
- 2.2 The date(s) upon which services were provided;
- 2.3 The amount due for each service provided; and
- 2.4 The total amount due for services provided.

3. <u>Contract Price</u>

The Contract Price specified in the bill submitted by the Contractor is due and payable forty-five (45) days subsequent to the submission of that bill and voucher for satisfactory delivery of the services described in this Exhibit B.

EXHIBIT B

CONTRACT PRICE

- 1. The Contract Price shall be thirty two thousand nine hundred and ten dollars (\$32,910) for all meals and breaks as specifically identified below:
 - 1.1. One coffee service, refreshment break and buffet luncheon on June 5 and 6, 2013 and coffee service and buffet luncheon on June 7, 2013 for up to 600 attendees at the "Partnering for a Future Without Violence" conference. The cost is \$54.85 per person inclusive of gratuity. Total cost not to exceed \$32,910 (600 people x \$54.85)

EXHIBIT C

SPECIAL PROVISIONS

1. 14.1.1 is modified as follows "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence".

INSTRUMENT OF DELEGATION

The undersigned, holding the position of Vice President of SODEXO, INC. appoints and delegates to Dan Vanavery, General Manager, Southern New Hampshire University, Campus Services, of Sodexo, Inc., the authority to perform the duties specifically described below in connection with the below described transactions. This delegation is made pursuant to authority contained in certain resolutions adopted by the Board of Directors of SODEXO, INC. on February 15, 2012, which resolutions remain in full force and effect.

Transaction: Authorized to enter into a contract agreement with the State of New

Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he

may deem necessary, desirable or appropriate.

Term: This delegation shall commence on the Effective Date of Delegation

indicated below and shall terminate automatically at the election of the

Company.

Effective Date

of Delegation:

March 13, 2013

SODEXO, INC.

Robert A Stern

Vice President and General Counsel

ATTEST:

Scott Robins

Vice President, Associate General Counsel

and Corporate Secretary

Signature Date: 3.15.13

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Sodexo Operations, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on December 27, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of March, A.D. 2013

William M. Gardner Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

continuate notes in new or each end-					
PRODUCER	CONTACT NAME:				
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): (847) 953-53	90	
	E-MAIL ADDRESS:				
-		INSURER(S) AFFORDING COV	/ERAGE	NAIC #	
INSURED	INSURER A:	National Union Fire In	s Co of Pittsburgh	19445	
Sodexo Operations LLC 9801 Washingtonian Boulevard	INSURER B:	New Hampshire Ins Co		23841	
Suite 1012	INSURER C:	Insurance Company of t	he State of PA	19429	
Gaithersburg MD 20878-5355 USA	INSURER D:	URERD: Illinois National Insurance Co		23817	
	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: 570048923682 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested								
INSR LTR	TYPE OF INSURANCE	ADDL SUB INSR WVI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
A	GENERAL LIABILITY		GL4406449		06/01/2013	EACH OCCURRENCE	\$1,000,000		
	X COMMERCIAL GENERAL LIABILITY		SIR applies per policy ter	ms & condi	tions	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000		
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	Excluded		
						PERSONAL & ADV INJURY	\$1,000,000		
						GENERAL AGGREGATE	\$2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$3,000,000		
	POLICY PRO- X LOC								
Α	AUTOMOBILE LIABILITY		CA 4982803 AOS	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000		
A	X ANY AUTO		CA 4982804	06/01/2012	06/01/2013	BODILY INJURY (Per person)			
	ALL OWNED SCHEDULED		MA			BODILY INJURY (Per accident)			
	AUTOS AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)			
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE			
	EXCESS LIAB CLAIMS-MADE					AGGREGATE			
	DED RETENTION	1							
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		wc033464663	06/01/2012	06/01/2013	X WC STATU- OTH- TORY LIMITS ER			
c	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A	AOS wC033464664	06/01/2012	06/01/2013	E.L. EACH ACCIDENT	\$1,000,000		
`	(Mandatory in NH)	"'^	CA	00,01,2012	00,01,2015	E.L. DISEASE-EA EMPLOYEE	\$1,000,000		
	if yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	\$1,000,000		
Α	Excess WC		WC1192509	06/01/2012	06/01/2013	EL Each Accident	\$500,000		
			OH SIR applies per policy ter	ns & condi	tions	EL Disease - Policy EL Disease - Ea Emp	\$500,000 \$500,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

State of New Hampshire Department of Justice is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFIC	ATE H	OLDER
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

State of New Hampshire Department of Justice 33 Capital Street Concord NH 03301 USA

Aon Risk Services Central Inc.

AGENCY CUSTOMER ID: 570000029648

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		Sodexo Operations LLC
POLICY NUMBER See Certificate Number: 570048923682		
CARRIER	NAIC CODE	
See Certificate Number: 570048923682		EFFECTIVE DATE:
ADDITIONAL DEMARKS		

ADDITIONAL REMARKS

THIS ADDITIONAL	REMARKS F	ORM IS A SCH	EDULE TO ACORD FORM,
FORM NUMBER:	ACORD 25	FORM TITLE:	Certificate of Liability Insurance

	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER		
INSURER	-	
INSURER		
INSURER		

If a policy below does not include limit information, refer to the corresponding policy on the ACORD ADDITIONAL POLICIES certificate form for policy limits.

	POLICY POLICY							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
D	-	N/A		wC033464665 FL	06/01/2012	06/01/2013		
В		N/A		WC033464667 MA, ND, WA, WI, W Y	06/01/2012	06/01/2013		
				·	,			
					,			

AGENCY CUSTOMER ID: 570000029648

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of

, (22111011)			
AGENCY		NAMED INSURED	
Aon Risk Services Central, Inc.		Sodexo Operations LLC	
POLICY NUMBER		7	
See Certificate Number: 570048923682			
CARRIER	NAIC CODE		
See Certificate Number: 570048923682		EFFECTIVE DATE:	

See Certificate Number: 370046923002							
ADDITIONAL REMARKS							
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,							
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance							
Additional Description of Operations / Vehicles: Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided: a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".							