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STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION

172 Pembroke Road Concord, New Hampshire 03301  
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov  
Web: www.nhstateparks.org

September 28, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, to exercise a **RETROACTIVE** contract renewal option with Century Bank (VC # 246604), Medford, MA, in the amount of \$10,500 for lockbox services for the Seacoast Parking Citation Program upon Governor and Executive Council from May 1, 2015 through April 30, 2017. The original contract was approved by Governor and Executive Council on April 17, 2013, Item #66. 100% Agency Income (Hampton Meters Fund)

Funding is available as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<b><u>FY2016</u></b>	<b><u>FY2017</u></b>
03-35-35-351510-73000000		
Hampton Meters		
103-502664 Contracts for Op Services	\$6,200	\$4,300

**EXPLANATION**

The Division of Parks and Recreation (Division) manages the Parking Meters located along Route 1A from Hampton Beach in Hampton, NH, to Jenness Beach in Rye, NH. The meters are operational from April 1<sup>st</sup> to November 1<sup>st</sup> from 8:00 AM to midnight. Enforcement is conducted by the Hampton Meter Patrol who follows standard enforcement practices including collection of registration information and notification via a printed citation left on the vehicle. Citations are issued for parking violations, with a minimum charge of \$25 if the citation is paid within 15 days. If full payment is not received within 15 days, a \$25 late fee is assessed. If full payment is not received within 40 days, an additional \$25 late fee is assessed. If full payment is not received within 60 days, a final \$25 late fee is assessed. If full payment is not received within 75 days, the outstanding balance is then referred to our collection agency for further action.

The Century Bank contract for lockbox services is for the purpose of receiving all citation payments sent via check or money order through the United States Postal Service. Through this contract they provide the Division with daily electronic reporting of this collection activity as well as monthly copies of all payments and reports. All money collected is deposited into an account at Century Bank and then the funds are transferred to the Division's account with State Treasury. This lockbox service provides quicker processing of payments and the issuance of late fee notices and saves over \$20,000 in administrative staff costs. The lockbox service also assures the Division remains audit compliant with collection procedures.

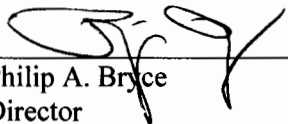
In April 2015, when the Division prepared this renewal option contract for submission and approval by the Governor and Executive Council, it was determined that the contract was lacking a Certificate of Good Standing from the NH Secretary of State's office. In order to file Century Bank found that they needed to prepare and make other filings that led to the extended delay. However, during this delay Century Bank has

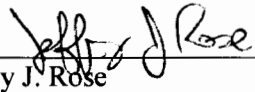
continued to perform lockbox services as provided under the original contract. These services, if not provided, could have been detrimental to the Division as this occurred during the busiest time of year for Seacoast Parking Citation Program operations. Now that a Certificate has been attained, the Division respectfully requests **retroactive** approval of Century Bank's renewal option contract in order to cover the full contract term.

The Attorney General's Office has approved this agreement as to form, substance and execution.

Respectfully submitted,

Concurred,

  
\_\_\_\_\_  
Philip A. Bryce  
Director

  
\_\_\_\_\_  
Jeffrey J. Rose  
Commissioner

PAB/dh

Subject:

Century Bank - Seacoast Parking Citation Payment Lockbox Services

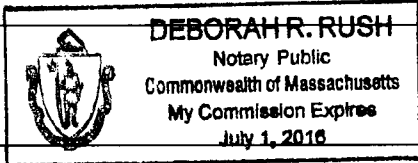
FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name DRED - Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name Century Bank		1.4 Contractor Address 400 Mystic Avenue, Medford MA 02155	
1.5 Contractor Phone Number 781-393-4041	1.6 Account Number 7300-502664	1.7 Completion Date 4/30/17	1.8 Price Limitation \$10,500
1.9 Contracting Officer for State Agency Dee Dee Hanson, Program Specialist		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature <i>Brian J. Feeney</i>		1.12 Name and Title of Contractor Signatory Brian J. Feeney, Executive Vice President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>MIDDLESEX</u> On <u>3-4-15</u> , 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 <i>Deborah R. Rush</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace DEBORAH R. RUSH			
1.14 State Agency Signature <i>Jeffrey J. Rose</i>		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>n/a</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <i>[Signature] 9/18/15</i>			
1.18 Approval by the Governor and Executive Council By: On:			

**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 BJ  
Date 3/4/15

**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 BC  
Date 3/4/15

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.

Contractor Initials   
Date 3/4/15

**State of New Hampshire  
Department of Resources & Economic Development  
Division of Parks & Recreation**

**SEACOAST PARKING CITATION PAYMENT LOCK BOX SERVICES**

**Exhibit A: Scope of Agreement**

- 1) Century Bank (Vendor) to provide lockbox service in connection with payments received for Seacoast parking meter tickets issued by the State of New Hampshire – Division of Parks and Recreation (Agency). The Vendor agrees to process payments on behalf of the Agency in a secure facility. Services include:
- Collect, process and report payments received through the mail.
  - Scan necessary supporting documentation including parking tickets and checks when available.
  - Provide daily electronic file(s) of payments received with all required data fields for uploading purposes to the Agency’s ticket control management system.
  - Process all lockbox transactions received on same day by 2:00 pm EST. Daily report for uploading payments to be received by Agency by 3:00 pm EST.
  - Provide scanned images daily through web inquiry tools. Further, provide monthly detailed file of all images and collections received during the month.
  - Transfer funds weekly to Agency bank account with summary report of daily total activity to facilitate revenue reconciliation.
  - Provide local Post Office Box for payments that Vendor will retrieve and process.
  - Vendor agrees to achieve an overall error ratio of less than 1 in over 25,000 transactions and encoding error ratio of less than 1 in 114,000 items. Additionally, they assure same day timely processing.
  - Provide confirmation of funds of deposit in a separate account at a 3<sup>rd</sup> party custodian bank as collateral in US Government or State of New Hampshire obligations in the amount equal in value to maximum funds on deposit estimated to be \$500,000.
  - Provide information about new products and services as they become available.
  - Provide capability for additional reporting as needed.
  - Annually provide State with SOC-1 reporting.

Additionally, PCI DSS compliance certification responsibilities include the following:

**Whereas** Department of Resources and Economic Development, Division of Parks and Recreation (“Agency”) secures services from Century Bank (“Vendor”) under a Contract dated \_\_\_\_\_ (date), which services involve the processing of merchant card transactions, specifically Seacoast Parking Citation payments; and

**Whereas** Agency is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and

**Whereas** Vendor processes, transmits, and/or stores cardholder data in the performance of services provided to Agency, and is therefore considered a “service provider” under Requirement 12.8 of the PCI DSS; and

*JK*  
3/4/15

**Whereas** Requirement 12.8.2 of the PCI DSS requires the Agency to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and

**Whereas** Requirement 12.8.4 of the PCI DSS requires the Agency to maintain a program to monitor the service provider's PCI DSS compliance status at least annually;  
It is hereby agreed that:

- 1) Vendor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
- 2) Vendor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- 3) Vendor agrees to supply the current status of Vendor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. Vendor must supply to Agency an attestation of compliance at least annually.
- 4) Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
- 5) Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

Handwritten signature and date: 3/4/15



**Exhibit B: Payment Schedule**

<b>Processing Fees:</b>	<b>Unit Price:</b>
Check	\$0.00
Invoices	\$0.06
Check Only Transaction	\$0.20
MICR Correction Keystrokes	\$0.00
Scanline Correction Keystrokes	\$0.00
Data Entry Keystrokes	\$0.00
Amount Keystrokes	\$0.00
Non-Processable	\$0.04
<b>Monthly Fees:</b>	
Monthly CD-Rom	\$10.00
Monthly Maintenance Remote Lockbox	\$25.00
Monthly Maintenance Deposit Account	\$5.00
Monthly Maintenance-Credit Card Gateway	\$15.00
Monthly Maintenance-Online Portal	\$20.00
Web Inquiry	\$25.00
File Transmission	\$25.00
<b>Administrative/Returned Check Fees:</b>	
Returned Check redeposited	\$2.00
Returned check chargeback	\$6.00
Incoming electronic credits/debits	\$0.16
Postage (at cost)	At Cost
Annual PO Box Rental Fee	\$138.00
Lockbox deposits	\$0.25
Deposited Checks	\$0.03
Transfer to State	\$5.00

The Vendor agrees to submit a monthly invoice based on number of transactions and monthly maintenance. Fees are expected to be expended as follows:

FY2016: \$6,200  
 FY2017: \$4,300

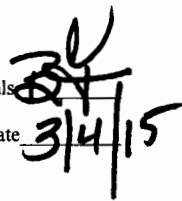
Total contract not to exceed: \$10,500.

*BT*  
 Date 10/17/15

**Exhibit C: Additional Provisions**

The following Additional Provisions shall apply to this contract. In the event that any of these provisions conflict with the General Provisions, the Additional Provisions shall prevail.

- 1) Vendor Processing of Checks – The Agency authorizes the Vendor to endorse all checks received on Agency’s behalf through this service. Vendor may accept checks for deposit to Agency’s account without endorsement and regardless of any difference between the name of the payee and the legal name of the customer. Agency will be deemed to warrant the endorsement of all items vendor receive through this service, as well as Agency’s right to receive such items for deposit to Agency’s account.
  
- 2) Confidential Information – Confidential Information can only be used for the purpose of evaluating each party and for the purposes of providing the ongoing Services, and each party shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Each party may disclose Confidential Information to its Affiliates, employees and consultants (“Representatives”), in each case if such Representatives have a need to know, and providing such Representatives: (i) use the Confidential Information for the purposes of the provision of the Services only, and (ii) are bound to protect the Confidential Information as required hereunder. The parties shall each be responsible for any breach of the terms of this Agreement by them or their Representatives and agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain their respective Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Each party shall establish and maintain appropriate controls and measures designed to ensure the security and confidentiality of Confidential Information, to protect against any anticipated threats or hazards to the security and integrity of such information, and to protect against unauthorized access to or use of such information. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
  - a. the receiving party can demonstrate is in its possession or control at the time of its disclosure hereunder;
  - b. is or becomes publicly known, through no wrongful act of the receiving party;
  - c. the receiving party can demonstrate was received by such party from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to the disclosing party;
  - d. the receiving party can demonstrate was developed independently by such party without reference to the Confidential Information; or
  - e. is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however that before making such disclosure, the receiving party shall give the disclosing party an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.

Handwritten signature and date: 3/4/15

# State of New Hampshire Department of State

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that documents regarding the Incorporation of Century Bank and Trust Company, were filed in this office on July 31, 2015.

INFORMATION REGARDING ANNUAL REPORTS AND/OR FEES MUST BE  
OBTAINED FROM THE NEW HAMPSHIRE BANKING DEPARTMENT.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14<sup>th</sup> day of September, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

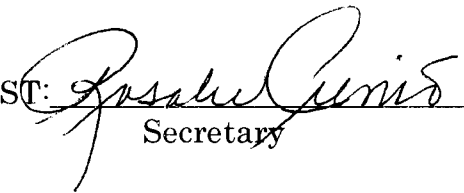


Our family's bank. And yours.

CERTIFICATE OF AUTHORITY

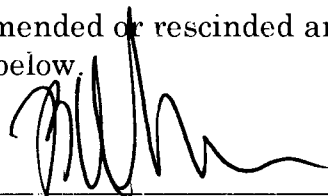
At a duly authorized meeting of the Board of Directors of Century Bank and Trust Company held on August 11, 2015, at which a quorum was present and voting throughout, it was

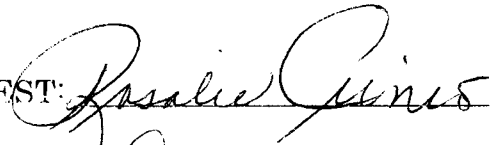
VOTED: To ratify the contract dated March 4, 2015 signed by Executive Vice President Brian J. Feeney between Century Bank and Trust Company and DRED- Division of Parks and Recreation for Seacoast Parking Citation Payment Lockbox Services:

ATTEST:   
Secretary

Medford, Massachusetts

I hereby certify that I am President and CEO of the Century Bank and Trust Company and that Brian J. Feeney was Executive Vice President on March 4, 2015 and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

  
\_\_\_\_\_  
Barry R. Sloane, President & CEO

ATTEST:   
DATE: August 11, 2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/29/2015

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).

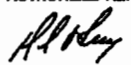
<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (877) 945-7378		<b>FAX (A/C, No.):</b> (888) 467-2378
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Century Bank & Trust Company 400 Mystic Avenue Medford, MA 02155	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> American Guarantee and Liability Insurance Company		26247
	<b>INSURER B:</b> Continental Casualty Company		20443
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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	ADOL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					CPO 5471808-04	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BAP 5471807-03	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					L2090608702	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			N/A	WC 5471805-02	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Property					CPO 5471808-04	06/01/2015	06/01/2016	See Attached

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire- Department of Resources and Economic Development, Attn:DeeDee Hanson P.O. Box 1856,1720 Pembroke Rd. Concord, NH 03302-1856	<b>CANCELLATION</b>  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 
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Item # 66 4/17/13



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

April 3, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development (DRED), Division of Parks and Recreation, to enter into a contract with Century Bank (VC #246604), Medford, MA, in the amount of \$10,500 for Seacoast Parking Citation Payment Lockbox Services upon Governor and Executive Council approval through April 30, 2015, with an option to renew for an additional two-year period subject to Governor and Executive Council approval. 100% Agency Income (Hampton Meters Fund)

Funding is available in account titled, Hampton Meters, as follows pending budget approval for Fiscal Years 2014 and 2015 and with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>
03-35-35-351510-73000000-020-500249	Current Expenses	\$1,000		
03-35-35-351510-73000000-103-502664	Contracts for Op Services		\$5,200	\$4,300

**EXPLANATION**

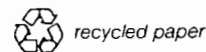
The Division of Parks and Recreation (Division) manages the parking meters located along Route 1A from Hampton Beach in Hampton, NH to Jenness Beach in Rye, NH. The meters are operational from April 1 through November 1 from 8 am to midnight and enforcement is conducted by the Hampton Meter Patrol. The Hampton Meter Patrol follows standard enforcement practices including collection of registration information and notification via a printed ticket left on the vehicle.

Tickets are issued for parking violations, with a minimum charge of \$25 if the ticket is paid within 15 days. If payment is not received within 15 days, the fine is increased to \$50. If payment is not received within 30 days, the fine is increased to \$75. If payment is not received within 45 days, the fine is increased to \$100. If payment is not received within 60 days, the citation and outstanding fees are referred to our collection agency for further action.

In February 2013, DRED issued a Request for Proposals for lockbox services. The invitation was posted on the Department of Administrative Services' website. A three person selection committee was comprised of representatives from DRED. The selection committee recommended Century Bank. Attached for your information and convenience is the scoring summary and names of the selection committee members.

Century Bank will receive all citation payments that are sent via check or money order through the USPS. Additionally, they will accept online payments for credit/debit cards and checks. They will provide the Division with a daily electronic report of all collection activity as well as a monthly file with electronic images of all payments. Money will be deposited into the account at Century Bank and then the funds are transferred to the Division's account with State Treasury.

The lockbox service will allow the Division to continue to provide quicker process time with payments and issuing late fee notices. The Division uses less staff time processing the payments, thus saving the Division over \$20,000 in staff salary and benefits. The lockbox service will also assure the Division remains audit compliant with collection procedures.



The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted, *PH*

Concurred,

*Philip A. Bryce*  
Philip A. Bryce  
Director

*Jeffrey J. Rose*  
Jeffrey J. Rose  
Commissioner

PAB/dh

**Proposal Evaluation for Seacoast Parking Citation Payment Lockbox Service**

The Division of Economic Development – Division of Parks and Recreation issued a Request for Proposal (RFP) in early February 2013 for a retail lockbox service for the seacoast parking citation payments.

Responses to the RFP were submitted to the Division of Parks and Recreation by March 1, 2013. Four companies submitted proposals:

- Centrix Bank, LLC, Bedford, NH;
- Century Bank, Medford, MA;
- Citizens Bank, Manchester, NH; and
- TD Bank, Concord NH.

Selection Committee Members	Companies			
	Centrix	Century	Citizens	TD Bank
Thomas Martin, Business Administrator DRED Business Office	92	100	92	72
Michael Housman, Supervisor of Park Operations Parks and Recreation	96	98	92	72
Dee Dee Hanson, Program Specialist Parks and Recreation	88	95	76	44
<b>Total Average Score:</b>	92	98	87	63

Criteria for Scoring:

Qualifications and Experience	Maximum Score	30
Processing Approach	Maximum Score	30
Solution Cost	Maximum Score	<u>40</u>
	Total Points	100

Based on having the highest average score of 98, the Selection Committee recommended awarding a contract to Century Bank.



Subject: Century Bank - Seacoast Parking Citation Payment Lockbox Services

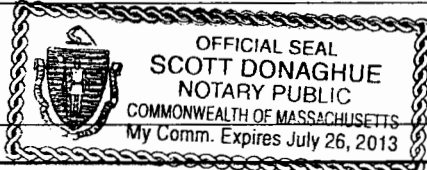
FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DRED - Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name Century Bank		1.4 Contractor Address 400 Mystic Avenue, Medford MA 02155	
1.5 Contractor Phone Number 781-393-4041	1.6 Account Number 7300-500249 + 7300-502664	1.7 Completion Date 04/30/2015	1.8 Price Limitation \$10,500
1.9 Contracting Officer for State Agency Dee Dee Hanson, Program Specialist		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature <i>Brian J. Feeney</i>		1.12 Name and Title of Contractor Signatory Brian J. Feeney, Executive Vice President	
1.13 Acknowledgement: State of MA, County of Middlesex On April 2, 2013, 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 [Seal] <i>Scott Donaghue</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Scott Donaghue			
1.14 State Agency Signature <i>Jeffrey J. Rose</i>		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: 4/4/13			
1.18 Approval by the Governor and Executive Council By: On:			

**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.

**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.**

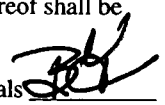
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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,



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.

**State of New Hampshire  
Department of Resources & Economic Development  
Division of Parks & Recreation**


**SEACOAST PARKING CITATION PAYMENT LOCK BOX SERVICES**

**Exhibit A: Scope of Agreement**

- 1) Century Bank (Vendor) to provide lockbox service in connection with payments received for Seacoast parking meter tickets issued by the State of New Hampshire – Division of Parks and Recreation (Agency). The Vendor agrees to process payments on behalf of the Agency in a secure facility. Services include:
- Collect, process and report payments including payments received through the mail or the internet.
  - Scan necessary supporting documentation including parking tickets and checks when available.
  - Provide daily electronic file(s) of payments received with all required data fields for uploading purposes to the Agency's ticket control management system.
  - Process all lockbox transactions received on same day by 2:00 pm EST. Daily report for uploading payments to be received by Agency by 3:00 pm EST.
  - Provide scanned images daily through web inquiry tools. Further, provide monthly detailed file of all images and collections received during the month.
  - Provide Customer Payment Portal to accept online credit card and check payments.
  - Transfer funds weekly to Agency bank account with summary report of daily total activity to facilitate revenue reconciliation.
  - Provide scanning equipment and processing capabilities for remote lockbox transmission by the Agency to the Vendor at no cost to the Agency. The standard processing fee per item and a monthly maintenance fees will apply as outlined in the payment schedule.
  - Provide local Post Office Box for payments that Vendor will retrieve and process.
  - Vendor agrees to achieve an overall error ratio of less than 1 in over 25,000 transactions and encoding error ratio of less than 1 in 114,000 items. Additionally, they assure same day timely processing.
  - Provide confirmation of funds of deposit in a separate account at a 3<sup>rd</sup> party custodian bank as collateral in US Government or State of New Hampshire obligations in the amount equal in value to maximum funds on deposit estimated to be \$5,000.
  - Provide information about new products and services as they become available.
  - Provide capability for additional reporting as needed.
  - Annually provide State with SOC-1 reporting.

Additionally, PCI DSS compliance certification responsibilities include the following:

**Whereas** Department of Resources and Economic Development, Division of Parks and Recreation ("Agency") secures services from Century Bank ("Vendor") under a Contract dated \_\_\_\_\_ (date), which services involve the processing of merchant card transactions, specifically Seacoast Parking Citation payments; and

  
9/2/13


Whereas Agency is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and

Whereas Vendor processes, transmits, and/or stores cardholder data in the performance of services provided to Agency, and is therefore considered a "service provider" under Requirement 12.8 of the PCI DSS; and

Whereas Requirement 12.8.2 of the PCI DSS requires the Agency to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and

Whereas Requirement 12.8.4 of the PCI DSS requires the Agency to maintain a program to monitor the service provider's PCI DSS compliance status at least annually;  
It is hereby agreed that:

- 1) Vendor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
- 2) Vendor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- 3) Vendor agrees to supply the current status of Vendor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. Vendor must supply to Agency an attestation of compliance at least annually.
- 4) Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
- 5) Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

  
4/2/13

**Exhibit B: Payment Schedule**

<b>Processing Fees:</b>	<b>Unit Price:</b>
Check	\$0.00
Invoices	\$0.06
Check Only Transaction	\$0.20
MICR Correction Keystrokes	\$0.00
Scanline Correction Keystrokes	\$0.00
Data Entry Keystrokes	\$0.00
Amount Keystrokes	\$0.00
Non-Processable	\$0.04
<b>Monthly Fees:</b>	
Monthly CD-Rom	\$10.00
Monthly Maintenance Remote Lockbox	\$25.00
Monthly Maintenance Deposit Account	\$5.00
Monthly Maintenance-Credit Card Gateway	\$15.00
Monthly Maintenance-Online Portal	\$20.00
Web Inquiry	\$25.00
File Transmission	\$25.00
<b>E-Payments Processing Fees:</b>	
E-Payment Transactions - ACH	\$0.16
E-Payment Transactions - Credit Cards	\$0.15
<b>Administrative/Returned Check Fees:</b>	
Returned Check redeposited	\$2.00
Returned check chargeback	\$6.00
Incoming electronic credits/debits	\$0.16
Postage (at cost)	At Cost
Annual PO Box Rental Fee	\$138.00
Lockbox deposits	\$0.25
Deposited Checks	\$0.03
Transfer to State	\$5.00

The Vendor agrees to submit a monthly invoice based on number of transactions and monthly maintenance. Fees are expected to be expended as follows:

- FY2013: \$1,000 (Upon G&C Approval to June 30, 2013)
- FY2014: \$5,200 (July 1, 2013 to June 30, 2014)
- FY2015: \$4,300 (July 1, 2014 – April 30, 2015)


Total contract not to exceed: \$10,500.

*BB*  
4/2/13

**Exhibit C: Additional Provisions**

The following Additional Provisions shall apply to this contract. In the event that any of these provisions conflict with the General Provisions, the Additional Provisions shall prevail.

- 1) Vendor Processing of Checks – The Agency authorizes the Vendor to endorse all checks received on Agency’s behalf through this service. Vendor may accept checks for deposit to Agency’s account without endorsement and regardless of any difference between the name of the payee and the legal name of the customer. Agency will be deemed to warrant the endorsement of all items vendor receive through this service, as well as Agency’s right to receive such items for deposit to Agency’s account.
  
- 2) Confidential Information – Confidential Information can only be used for the purpose of evaluating each party and for the purposes of providing the ongoing Services, and each party shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Each party may disclose Confidential Information to its Affiliates, employees and consultants (“Representatives”), in each case if such Representatives have a need to know, and providing such Representatives: (i) use the Confidential Information for the purposes of the provision of the Services only, and (ii) are bound to protect the Confidential Information as required hereunder. The parties shall each be responsible for any breach of the terms of this Agreement by them or their Representatives and agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain their respective Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. Each party shall establish and maintain appropriate controls and measures designed to ensure the security and confidentiality of Confidential Information, to protect against any anticipated threats or hazards to the security and integrity of such information, and to protect against unauthorized access to or use of such information. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
  - a. the receiving party can demonstrate is in its possession or control at the time of its disclosure hereunder;
  - b. is or becomes publicly known, through no wrongful act of the receiving party;
  - c. the receiving party can demonstrate was received by such party from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to the disclosing party;
  - d. the receiving party can demonstrate was developed independently by such party without reference to the Confidential Information; or
  - e. is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law; provided, however that before making such disclosure, the receiving party shall give the disclosing party an adequate opportunity to interpose an objection and/or take action to assure confidential handling of such information.

  
4/2/13





*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

**William Francis Galvin**  
Secretary of the  
Commonwealth

Date: March 29, 2013

To Whom It May Concern :

I hereby certify that according to the records of this office,

**CENTURY BANCORP, INC.**

is a domestic corporation organized on **January 07, 1972** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 13041649310

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

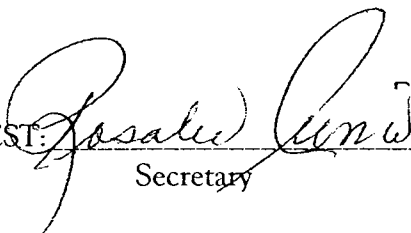
Processed by: jmu

## CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Century Bank and Trust Company held on June 10, 2003, at which a quorum was present and voting throughout, it was

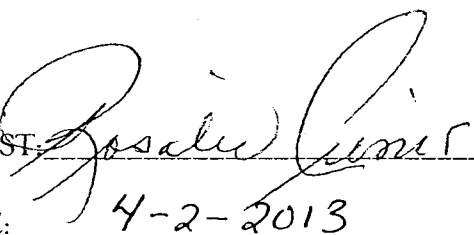
VOTED: That any two of the following officers are hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of this Corporation, a contract for banking services with any Massachusetts governmental corporation, including; but not limited to state, municipal and/or their public agencies:

Any member of the Management Committee; and  
Head of Government Banking or his designee

ATTEST:   
Secretary

Medford, Massachusetts

I hereby certify that I am the Secretary of the Century Bank and Trust Company and that Barry R. Sloane is duly elected President and CEO and a member of the Management Committee of said Corporation, that Brian J. Feeney is Executive Vice President/Head of Government Banking and a Member of the Management Committee, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST:   
DATE: 4-2-2013

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, subj the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Willis of New York, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
<b>INSURED</b>  Century Bank And Trust Company 400 Mystic Avenue Medford, MA 02153	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Guarantee & Liability Insurance	NAIC # 26247-001
	INSURER B: Continental Casualty Company	20443-001
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

CERTIFICATE NUMBER: 19546328

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPO547180802	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP547180700	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			L2090608702	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC547180500	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			CPO547180802	6/1/2012	6/1/2013	\$43,805,545 Limit \$ 2,500 Deductible excluding Flood and Quake \$ 3,575,000 BI/EE

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

**CERTIFICATE HOLDER**

**CANCELLATION**

State of New Hampshire- Department of Resources and Economic Development  
 Attn: Dee Dee Hanson  
 P.O. Box 1856  
 172 Pembroke Rd.  
 Concord, NH 03302-1856

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

