



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120

Concord, New Hampshire 03301

NOV 17 2013 PM 2:19 DAS

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LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

May 10, 2013

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a one year Memorandum of Agreement with the Laconia Police Department, Laconia, NH (VC #177419), for an amount not to exceed \$12,480, for security services at the Lakes Region Facility. The contract is upon Governor and Council approval for the period effective July 1, 2013 through June 30, 2014. **100% General Funds**

Funding is budgeted from the following account, contingent upon availability and continued appropriations.

| | |
|---|----------------|
| 01-14-14-141510-5320 - Administrative Services, Lakes Region Campus | <u>FY 2014</u> |
| 048-500226 Contractual Repairs | \$12,480 |

EXPLANATION

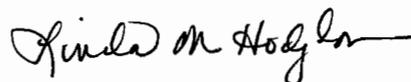
The Department of Corrections has consolidated their operations and closed their correctional facility located in Laconia on June 30, 2009. The former Laconia Correctional facility was located on state property that formerly housed the Laconia State School. The property consists of approximately 227 acres, 6.5 miles of roads and over 25 buildings. During the committee of conference in late June of 2009, the Legislature transferred maintenance responsibilities for the campus from the Department of Corrections to the Department of Administrative Services.

In order to protect the property and state owned facilities from vandalism and or theft, Administrative Services requested assistance from the Laconia Police Department and the Belknap County Sherriff to provide security checks of the grounds and buildings that were formerly performed by the Department of Corrections. The Laconia Police Department agreed to provide random security checks beginning July 1, 2009.

Her Excellency, Governor Margaret Wood Hassan
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Page 2 of 2

The term of the current Memorandum of Agreement will end on June 30, 2013 and the Department of Administrative Services is requesting approval to enter into a new one-year Memorandum of Agreement with the Laconia Police Department. Under the terms of the agreement the Laconia Police Department will provide random patrols three to four times a day including weekends and a four hour weekly detail of the campus. In return for the security services, the State shall pay the Laconia Police Department \$240 per week for the four-hour detail with a not to exceed price of \$12,480 for the year.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon,
Commissioner

MEMORANDUM OF AGREEMENT

Between

The Laconia Police Department
126 New Salem Street
Laconia, New Hampshire 03246

And

State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 106
Concord, New Hampshire 03301

This Agreement is made this 10 day of ^{May}~~April~~, 2013 by and between the Laconia Police Department, hereinafter called Laconia PD, and the State of New Hampshire, Department of Administrative Services, hereinafter called the State.

1. **Purpose:** The purpose of this Memorandum of Agreement ("Agreement") is to outline an agreement between the Laconia PD and the State for Laconia PD's providing limited security ("Services") to the land and buildings formerly known as the "Lakes Region Facility" as shown on the drawing attached herein as Appendix A by members of the Laconia PD. In return, the State agrees to compensate Laconia PD in the amount of \$240 per 4 hour detail not to exceed \$12,480.
2. **Problem:** The land and buildings once occupied by the Lakes Region Facility (Prison) at 1 Rightway Path, Laconia, New Hampshire, have been vacated and the inmates relocated. Most of the buildings are now vacant. Prior to the move, the Department of Corrections provided twenty-four hour security. Concerns by both the City and the State over possible vandalism as well as other criminal activity within the vacant buildings have been raised.
3. **Solution:** The Laconia PD will drive through the Lakes Region Facility, a minimum of three to four times a day including weekends primarily after dark. The patrols will be done by uniformed officers in a fully-marked police cruiser, motorcycle, or mountain bike. The officers will be on the look out for any crimes in progress or evidence of past crimes. The officer will notify the Laconia PD Dispatch Center when he/she is on the Lakes Region Facility grounds. The Dispatcher will make a "call for service" for documenting purposes. Any unsecured doors, crimes or violations will be investigated by the reporting officer. Activity reports will be forwarded to the State of New Hampshire, Department of Administrative Services on a monthly basis.
4. **Compensation:** Each week there will be a paid detail lasting four hours. The detail shall consist of a dedicated police officer for four straight hours that is dedicated to providing

Services to the property. The officer working the detail will check all buildings and report any problems. The date of the detail will be at the discretion of the Laconia PD. The State agrees to compensate the Laconia PD in the amount of \$240 per detail not to exceed \$12,480. The State agrees to pay Laconia PD within thirty (30) days after receipt of any invoice and monthly activity reports.

5. **Term.** The term of this Agreement shall be twelve (12) months, commencing July 1, 2013 and ending June 30, 2014 unless earlier terminated by either party upon serving thirty (30) days prior written notice to the other party.
6. **Effective Date/Completion of Services.** 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"). If Laconia PD commences the Services prior to the Effective Date, all Services performed by Laconia PD prior to the Effective Date shall be performed at the sole risk of Laconia PD.
7. **Conditional Nature of the 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 Laconia PD notice of such termination. The State shall not be required to transfer funds from any account to Account Number 01-14-14-141510-5320-048 in the event funds in that Account are reduced or unavailable.
8. **Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity.** In connection with the performance of these Services, Laconia PD shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon Laconia PD, including, but not limited to, civil rights and equal opportunity laws. In addition, Laconia PD shall comply with all applicable copyright laws.

8.1 During the term of this Agreement, Laconia 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.

8.2 If this Agreement is funded in any part by monies of the United States, Laconia PD shall comply with all the provision 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. Laconia PD

further agrees to permit the State or United States access to any of Laconia PD'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.

9. **Personnel** Unless otherwise authorized in writing, during the term of the Agreement, and for a period of six (6) months after the completion date, Laconia PD 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.

10. **Laconia Police Department's Relation to the State.** In the performance of this Agreement Laconia PD is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Laconia PD 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.

11. **Insurance.** Laconia PD, shall at its sole expense, obtain and maintain in force, an shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 11.1 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.
 - 11.2 The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
 - 11.3 Laconia PD shall furnish to the State a certificate of insurance for all insurance required under this Agreement. Laconia PD shall also furnish to the State certificate(s) of insurance of all renewals(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 certificates 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 State no less than ten (10) days prior written notice of cancellation or modification of the policy.

12. **Workers Compensation.** By signing this Agreement, Laconia PD agrees, certifies and warrants that Laconia PD is in compliance with or exempt from, the requirements of NH RSA chapter 281-A ("Workers Compensation").
 - 12.1 To the extent Laconia PD is subject to the requirements of N.H. RSA chapter 281-A, Laconia PD shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Worker' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Laconia PD shall furnish the State 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 Laconia PD, or any subcontractor or employee of Laconia PD, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

13. **Waiver of Breach.** No failure by the State to reinforce any provision 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 Laconia PD.
14. **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 State Post office addressed to the parties at the address listed at the top of this Agreement.
15. **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.
16. **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.
17. **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.
18. **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 provision of this Agreement.
19. **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 laws, the remaining provisions of the Agreement will remain in full force and effect.
20. **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 herein.

21. **Assignment/Delegation/Subcontracts.** Laconia PD shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services.

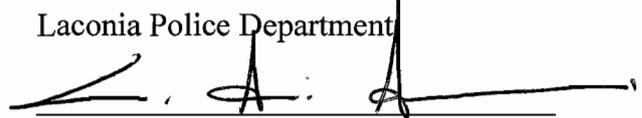
22. **Effective Date.** This Memorandum of Understanding shall be effective upon approval of NH Governor and Executive Council.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above.

WITNESS:



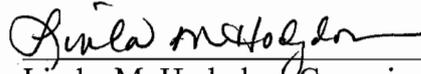
Laconia Police Department



Chief Christopher A. Adams
Laconia Police Department

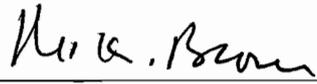
The State of New Hampshire





Linda M. Hodgdon, Commissioner
Department of Administrative Services

Office of the Attorney General

By: 

Title: Sen. Assis. Atty General

Date: 8/16/13

The foregoing Agreement was approved by
the NH Governor and Council on
_____, 2013

Signed: _____

Title: _____



OFFICE OF THE CITY MANAGER
603/527-1270 fax 603/527-1292
e-mail: myerss@city.laconia.nh.us

May 6, 2013

Michael P. Connor, Director
State of New Hampshire
Department of Administrative Services
Division of Plant Property Management
State House Annex
25 Capitol St., Room 106
Concord, NH 03301

Re: Memorandum of Understanding

Dear Mr. Connor:

This letter will serve as confirmation that Police Chief Christopher Adams has the authority to sign a Memorandum of Understanding regarding the Lakes Region Facility on behalf of the City of Laconia.

Enclosed is a copy of a City Council "Certificate of Vote" authorizing the City Manager to represent the Laconia City Council in decisions regarding the Lakes Region Facility security services provided by the Laconia Police Department.

Please let me know if we can be of further assistance.

Sincerely,

Scott Myers
City Manager

Enclosure (1)



I, Mary Reynolds, do hereby certify that I am the City Clerk of the City of Laconia, a municipality in the State of New Hampshire, County of Belknap, in the United States of America.

I do hereby further certify that Scott Myers is the City Manager of the municipality and is duly authorized to represent the Laconia City Council in decisions regarding the Lakes Region Facility security services provided by the Laconia Police Department. This authority was given during an official meeting of the City Council of the City of Laconia on June 11, 2012.

I further certify that such authority has not been repealed, rescinded or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of Laconia on this 6thth day of May, 2013.



Mary Reynolds, Laconia City Clerk



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| | | |
|---|------------------------------|--|
| <i>Participating Member:</i> City Of Laconia 45 Beacon Street East Laconia, NH 03246 | <i>Member Number:</i> 213 | <i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 |
|---|------------------------------|--|

| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not: | |
|--|--------------------------------|---------------------------------|---|------------------------|
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2012 | 7/1/2013 | Each Occurrence | \$ 5,000,000 |
| | | | General Aggregate | \$ 5,000,000 |
| | | | Fire Damage (Any one fire) | \$ |
| | | | Med Exp (Any one person) | \$ |
| <input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | 7/1/2012 | 7/1/2013 | Combined Single Limit (Each Accident) | \$5,000,000 |
| | | | Aggregate | \$5,000,000 |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2013 | 1/1/2014 | <input checked="" type="checkbox"/> Statutory | |
| | | | Each Accident | \$2,000,000 |
| | | | Disease – Each Employee | \$2,000,000 |
| | | | Disease – Policy Limit | \$ |
| <input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft) | 7/1/2012 | 7/1/2013 | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: \$1,000 |

Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.

| | | | |
|--|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ – NH Public Risk Management Exchange |
| | | | By: <i>Tammy Denver</i> |
| | | | Date: 5/3/2013 tdenver@nhprimex.org |
| State of New Hampshire Department of Administrative Management State House Annex 25 Capitol St, Room 106 Concord, NH 03301 | | | Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |