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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

November 14, 2013

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

Sole Source

Requested Action

Pursuant to RSA 106-F:7, IV, authorize the Department of Safety, Bureau of Hearings, to enter into a **sole source** personal services contract with the Law Office of Mark P. Hodgdon, PLLC, 18 Main Street, Suite 307, Concord, NH, in the amount of \$3,600.00 for the purpose of conducting a hearing concerning the denial of a private detective/armed security guard license. Effective upon Governor and Council approval through May 1, 2014. Funding source: 100% Agency Income.

Funds are budgeted in the SFY2014 operating budget as follows.

02-23-23-231015-23040000	Dept. of Safety – Office of the Commissioner – Bureau of Hearings	
020-500249	Current Expenses - Miscellaneous	\$3,600.00

Explanation

This contract is **sole source** due to a need for the Department of Safety (DOS) to hire outside counsel to act as Hearings Examiner for a hearing requested by an applicant whose private detective or armed security guard license was denied. RSA 106-F:7, IV requires that once an applicant for a private detective or armed security guard license has requested a hearing, the Department is required to hold a hearing on the denial no later than 30 days following receipt of the applicant's timely request. In order to meet its legal obligations under the statute, DOS is requesting to retain the services of the Law Office of Mark Hodgdon, PLLC, as all Hearings Examiners of the Bureau of Hearings have a conflict of interest in the contested matter. DOS maintains a contractor list of individuals who are able to conduct hearings when the Bureau has a conflict of interest; however, all those individuals were also disqualified for this case. Attorney Hodgdon is a local attorney who has extensive experience working for the State of New Hampshire. Prior to his retirement from State service in November 2011, Mr. Hodgdon was the former Department of Justice counsel for DOS and, therefore, has the institutional knowledge of DOS and the laws and regulations it enforces.

Respectfully submitted,

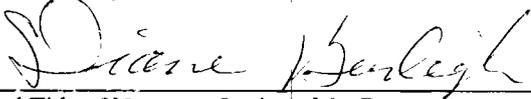
J. Barthelmes
John J. Barthelmes
Commissioner of Safety

Subject: Independent Hearing Examiner 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 <u>New Hampshire Department of Safety</u>		1.2 State Agency Address <u>33 Hazen Drive, Concord, NH 03305</u>	
1.3 Contractor Name <u>Law Office of Mark P. Hodgdon, PLLC</u>		1.4 Contractor Address <u>18 N. Main Street, Suite 307, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>(603) 715-5951</u>	1.6 Account Number <u></u>	1.7 Completion Date <u>May 1, 2014</u>	1.8 Price Limitation <u>\$3600.00</u>
1.9 Contracting Officer for State Agency <u>Director Elizabeth Bielicki</u>		1.10 State Agency Telephone Number <u>603 223-8020</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Director of Administration</u>	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>11/07/13</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 <u>she</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		DIANE T. BURLEIGH, Notary Public My Commission Expires April 13, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Diane Burleigh Customer Service</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Director of Administration</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>11-18-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>11-20-13</u>			
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

Contractor Initials MAH
Date 11/7/13

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A

SERVICES

This Agreement is entered into as of the 7th day of November, 2013, between State of New Hampshire, through the Department of Safety ("State ") and Mark Hodgdon, Esq. ("Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the State hereby engages Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. **Duties.** The Contractor will perform the functions of a Hearings Examiner, a quasi-judicial function, for the Bureau of Hearings within the Department of Safety to conduct a hearing concerning the denial of an private detective/armed security guard license, pursuant to laws and rules of the Department of Safety. In conducting the hearing, Contractor may be required to rule on motions and relevancy of testimony and exhibits, and shall render an administrative decision in writing within 30 working days after the close of evidence. Contractor will report directly to Assistant Commissioner Earl M. Sweeney and to any other party designated by Assistant Commissioner Sweeney in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the State and agreed to by the Contractor.

3. **Expenses.** During the term of this Agreement, the Contractor shall bill and the State shall reimburse him for all reasonable and pre-approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by Contractor in traveling to and from State facilities shall not be reimbursable.

4. **Inventions.** Any work product, research, development, data and reports conceived by the Contractor during the terms of this engagement relative to the Contractor's duties under this Agreement shall be the exclusive property of the State; and the Contractor hereby assigns all right, title, and interest in the same to the State.

5. **Confidentiality.** The Contractor acknowledges that during the engagement he will have access to confidential and investigative information. The Contractor agrees he will not disclose any confidential or investigative information to anyone for any purpose without express written approval from State.

6. **Term:** This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through May 1, 2014 or earlier upon completion of the Contractor's duties under this Agreement.

7. **Termination.** The State may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any

crime or offense, fails or refuses to comply with the written policies or reasonable directive of the State, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the State at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

8. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of the State for any purpose. The Contractor is and will remain an independent contractor in his relationship to the State. The State shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the State hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

EXHIBIT B

CONTRACT PRICE

As full compensation for the services rendered pursuant to this Agreement, the State shall pay the Contractor the sum of \$200.00 an hour and not to exceed \$3600.00, to be paid within 30 days receipt of an invoice.

EXHIBIT C

SPECIAL PROVISIONS

The following provisions supplement and amend the Agreement (P-37) between the Parties and are incorporated within said Agreement for all purposes:

1. **State and Contractor agree to waive P-37, Paragraph 14 Insurance.** The State and Contractor agree to amend Paragraph 14.1.1 of the P-37 by incorporating the insurance coverage provided in the notice contained in the certificate of insurance, deemed to be adequate coverage for the work performed.

The Law Office of Mark P. Hodgdon, PLLC

18 N. Main St. Suite 307

Concord, NH 03301

Mark@hodgdonlegal.com

Phone: (603) 715-5951

Fax: (603) 218-6739

November 6, 2013

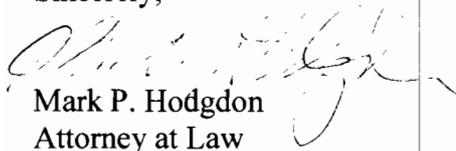
Director Elizabeth Bielicki
New Hampshire Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Director Bielicki,

As the sole member and owner of The Law Office of Mark P. Hodgdon PLLC, I am authorized to enter into contracts on behalf of the firm. I have full authority to enter into this contract with the New Hampshire Department of Safety to provide services as a Hearing officer.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Mark P. Hodgdon
Attorney at Law

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Law Office of Mark P. Hodgdon, P.L.L.C. is a New Hampshire limited liability company formed on January 11, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of November, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

ADDITIONAL COVERAGES

Ref #	Description Managers or Lessors	Coverage Code AIMGR	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	\$25.00
Ref #	Description Add'l for policy minimum premium	Coverage Code APMP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	\$267.00
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

Mark P. Hodgdon, Esq.
Law Office of Mark P. Hodgdon, PLLC
18 N. Main St. Suite 307
Concord, NH 03301

SUMMARY

A dedicated professional with highly advanced skills in management and advocacy with a demonstrated ability to master diverse assignments and specialized fields of knowledge.

EXPERIENCE

2012-present Law Office of Mark P. Hodgdon, PLLC, Owner of private law office representing individuals, small businesses and large institutions. The practice engages in a breadth of civil law and litigation including eminent domain, inverse condemnation, administrative procedure and licencing, road and highway law, personal injury, property disputes, real estate development and construction issues.

1998-2011 Bureau Chief, Transportation Law Bureau, N.H. Department of Justice. Manage and supervise staff of five attorneys, a paralegal and two assistants.

- Chief counsel to N.H. Departments of Transportation and Safety
- Chief counsel to N.H. Bureau of Public Works
- Resolve critical issues with senior staff of NHDOT and Safety
- Responsible for training, development and evaluation of staff
- Continuous creation and implementation of process improvements
- Interview and recommend candidates for hiring

1995-2011 Senior Assistant Attorney General, Transportation Law Bureau, N.H. Department of Justice. Provide high quality legal representation to N.H. Departments of Transportation and Safety, Bureau of Public Works in a wide range of diverse legal areas.

- Nationally recognized expert in eminent domain law
- State's chief public construction contract lawyer
- More than 40 superior court civil trials
- National Environmental Policy Act, Clean Water Act Compliance and Approvals
- Diverse background in property law relating to boundaries, titles, easements, land use and zoning
- Complex construction litigation, bidding disputes and surety claims
- Personnel appeals and labor compliance
- Personal injury defense
- Malicious Prosecution and Civil Rights Claims
- Right to Know Disputes

1987-1995 Assistant Attorney General and Attorney, Transportation Law Bureau, N.H. Department of Justice. Independently handled all facets of litigation and client counseling in state and federal courts, as well as administrative bodies.

- Litigation case development, discovery practice and trial preparation experience

- Pleading, motion and brief writing
- Appellate oral advocacy before the N.H. Supreme Court
- Extensive jury and bench trial experience in eminent domain, personal injury defense, property law, construction claims and contracts

MAJOR PROJECT EXPERIENCE

I-93 Improvements, Salem to Manchester. Lead state's counsel in major federal litigation involving challenges to planned improvements to the state's busiest highway under the Clean Water Act and the National Environmental Policy Act.

Conway Bypass Project. Successfully concluded conflicts regarding the project's approvals, land purchases, construction disputes and environmental issues.

Cranmore Place Timeshare Condominium. Guided and resolved nationally precedent setting purchase of an eleven unit timeshare complex involving the acquisition of 550 different ownership interests. Purchase raised unique eminent domain issues of valuation, service and title.

Keene Bypass Project. State wetlands permit dispute successfully defended and resolved.

Route 101 Improvements. Represented NHDOT during environmental compliance and document preparation, land acquisition, and construction claims related to 16 miles of improvements to the state's main east-west road corridor.

EDUCATION

Juris Doctorate, University of Maine School of Law, 1987. President, Student Bar Association. Henry Glassman Scholarship. Moot Court Board.

Bachelor of Arts, Ohio Wesleyan University, 1982 in Philosophy and Politics and Government. President Pro Tempore, Wesleyan Council on Student Affairs. Campus Attorney General. Pi Sigma Alpha, national political science honorary.

QUALIFICATIONS

Licensed in All State and Federal Courts in New Hampshire and Maine.

Member, *Eminent Domain and Land Use Committee*, Transportation Research Board, National Academy of Science.

PUBLICATIONS

Charles F. Floyd, Mark P. Hodgdon & Stephen R. Johnson, *Appraising Outdoor Advertising Signs: A Critical Analysis*, The Appraisal Journal, July 1998.

TITLE VII

SHERIFFS, CONSTABLES, AND POLICE OFFICERS

CHAPTER 106-F

PRIVATE INVESTIGATIVE AGENCIES, BAIL ENFORCEMENT AGENCIES, AND SECURITY SERVICES

Section 106-F:7

106-F:7 Issuance of License; Identification Card. –

I. Following review of the application and the applicant's references, and investigation into the character, competency, and integrity of the applicant, the commissioner shall as soon as practicable issue a license or renewal license in the form prescribed by the commissioner to the applicant, or notify the applicant of denial of the application. Notification of licensure or the denial of a license shall be forwarded to local law enforcement in the community in which the licensee resides. Prior to approval of any armed private investigator, bail enforcement, or security license issued under this chapter, the applicant shall submit to a fingerprint examination conducted by the Federal Bureau of Investigation, and the department of safety shall be authorized to use the records of the Federal Bureau of Investigation in the screening of applicants. The applicant shall be responsible for the cost of any background investigation or criminal records check required under this section.

II. All persons licensed under this chapter shall carry identification cards developed under rules adopted by the commissioner pursuant to RSA 541-A.

III. Applications for license renewals shall be reviewed subject to the provisions of RSA 541-A:30.

IV. The commissioner shall notify an applicant of an application denial in writing, including a complete statement of the reasons for denial. An applicant may request a hearing on such denial within 15 days of receipt of the notice of denial. Not later than 30 days following receipt of a timely request for hearing, the commissioner shall hold a hearing on the denial, and shall notify the applicant of the time, date and place of such hearing in writing. Hearings under this section shall be held pursuant to the contested case provisions of RSA 541-A:31-36.

Source. 1977, 582:1. 1981, 389:5. 1983, 459:3. 1985, 338:2. 1987, 124:6, I(a). 1990, 146:6. 1994, 412:11. 2002, 280:1. 2010, 292:10, eff. Jan. 1, 2011.