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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

June 8, 2015

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

Requested Action

Authorize the Department of Safety, Division of State Police to enter into a contract with North East Police Accreditation Consultants (NEPAC), LLC (VC #260159-B001), P. O. Box 7877, Cumberland, RI, in an amount not to exceed \$30,000.00 for consulting services to develop a comprehensive Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA)-compliant Policy and Procedure Manual for the New Hampshire State Police. Effective upon Governor and Council approval for the period of July 1, 2015 through December 31, 2016. Funding source: 100% Private Local Funds.

Funds are available in the SFY 2016 operating budget as follows.

02-23-23-234010-40080000	Dept. of Safety – Div. of State Police – Outside Details	<u>SFY 2016</u>
103-502664	Contracts for Operational Services	\$30,000.00

Explanation

This contract will provide consulting services to develop a comprehensive Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA)-compliant Policy and Procedure Manual for the New Hampshire State Police. The New Hampshire State Police (NHSP) Professional Standards of Conduct is the manual of rules and regulations as well as policies that govern and provide guidance for NHSP personnel. It is a State Police best business practice to remain current and up-to-date regarding law enforcement procedures and policies. A long-term goal for the NHSP is to become an accredited CALEA law enforcement agency as this credential is the gold standard in law enforcement. A major component of that process revolves around having updated polices and revising the current NHSP policies to be CALEA-compliant will assist in attaining this goal.

An advertisement for requests for proposals was placed on the Administrative Services website from August 5, 2014 through September 9, 2014 pursuant to MOP 1600. Two proposals were received and assessed by an officer from the Professional Standards Unit. NEPAC, LLC was the lowest bidder and was awarded the contract.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety



New Hampshire Professional Standards Unit



Consulting Services to Develop a Comprehensive & CALEA-Compliant Policy and Procedure Manual

(JM) John Mullen, Sgt., Professional Standards Unit

VENDOR: Municipal Resources, Inc.		JM		AVG.
A. Bid Presentation	10	10		10
B. Accreditation	20	20		20
C. References	20	20		20
D. Experience	20	20		20
E. Turnaround Time	10	5		5
F. Knowledge of New Hampshire State Police	10	8		8
G. Pricing	10	5		5
Criteria Score	100	88		88

VENDOR: North East Police Accreditation Consultants, LLC		JM		AVG.
A. Bid Presentation	10	10		10
B. Accreditation	20	20		20
C. References	20	20		20
D. Experience	20	20		20
E. Turnaround Time	10	10		10
F. Knowledge of New Hampshire State Police	10	8		8
G. Pricing	10	10		10
Criteria Score	100	98		98

Subject:

Consultant svcs to develop CALEA compliant procedure manual

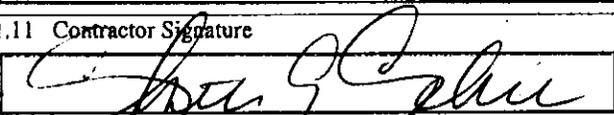
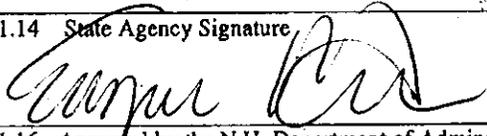
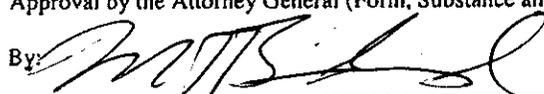
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Safety, Div. of State Police		1.2 State Agency Address 33 Hazen Dr., Concord, NH 03305	
1.3 Contractor Name North East Police Accreditation Consultants, LLC		1.4 Contractor Address P. O. Box 7877, Cumberland, RI 02864	
1.5 Contractor Phone Number (401) 440-4352	1.6 Account Number Pls see Exhibit B	1.7 Completion Date December 31, 2016 November 30, 2016	1.8 Price Limitation Not to exceed \$30,000.00
1.9 Contracting Officer for State Agency Colonel Robert L. Quinn		1.10 State Agency Telephone Number (603) 223-3863	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine A. Crocker Co-Owner	
1.13 Acknowledgement: State of <u>RI</u> , County of <u>Cumberland</u> On <u>4.6.15</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 Jackie E. Hooper ID# 755191 Ex 4/1/2017 [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jackie E. Hooper			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 6/10/15			
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

Date


4/16/15

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials

Date

[Handwritten Signature]
4/6/15

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

[Handwritten Signature]
[Handwritten Date]

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF STATE POLICE**

EXHIBIT A

North East Police Accreditation Consultants (NEPAC), LLC of Cumberland, RI, is being contracted by the New Hampshire Department of Safety, Division of State Police Professional Standards Unit to provide consultant services to develop a comprehensive & Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) – compliant policy and procedure manual for the New Hampshire State Police to include the following:

1. Consult with New Hampshire State Police to determine the vision and expectations for the manual.
2. Development of templates, binder design and Table of Contents.
3. Create a Manual Introduction which will define the mission and vision statement of the division.
4. Review and revise existing New Hampshire State Police general orders, policies, procedures, and Rules & Regulations to ensure compliance with CALEA standards and New Hampshire law. Customize and develop new policies utilizing the framework of existing policies to ensure uniformity and familiarity with department personnel. The manual will be comprehensive, clearly written and easy to use.
5. Review and, if necessary, revise and create reporting forms such as Use of Force, Pursuit, Early Warning, Inspections, etc. to ensure compliance with all departmental procedures and protocols.
6. New Hampshire State Police will be provided with a draft of each policy and related forms, if applicable, to review and provide their input and modifications. Once any and all comments have been included within the draft, each policy will be finalized and the building of the manual will begin.
7. NEPAC will seek to achieve a high degree of consistency and uniformity with regard to critical policies throughout the State of New Hampshire.
8. Compile the above files for current use and ease of future revisions.

Contractor initials 

Date 4/21/15

9. Upon completion, a master copy of the policy manual, including the Rules and Regulations and all reporting forms shall be provided on a CD/DVD.
10. NEPAC consultants will remain in constant contact with the New Hampshire State Police's designated point-of-contact on all matters related to policy development and revisions of the existing policies and/or reporting forms.
11. NEPAC consultants will make themselves available for consultation with members of the New Hampshire State Police Administrative Staff as needed.

The contract will become effective July 1, 2015, upon Governor and Council approval, and will be effective through December 31, 2016. If necessary, the contract will be amended to extend the contract completion date at the option of the State alone. The State shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

EXHIBIT B

The Contractor agrees to invoice the State of New Hampshire as work is completed. The Contractor further agrees not to exceed the contract total of \$30,000.00 during the contract term. The State of New Hampshire agrees to make payment of such invoices within 30 days of receipt, approval and acceptance by the State.

The appropriate account number for the P-37 form, section 1.6 is:

FY 2016

02-23-23-234010-40080000 - Dept. of Safety – Div. of State Police – Outside Details	
103-502664 – Contracts for Operational Services	\$30,000.00

EXHIBIT C

Both parties agree to amending section 14 of the P-37 amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and professional liability of \$1,000,000.00 each occurrence. The combination of these coverages will give the State the coverage that is required by 14.1.1 of the P-37.

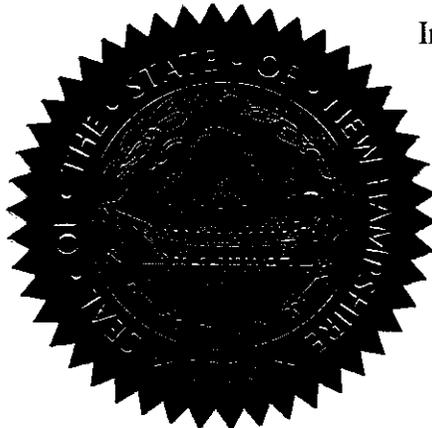
Contractor initials
Date

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4/16/15

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 North East Police Accreditation Consultants, LLC, a(n) Rhode Island limited liability company registered to do business in New Hampshire on April 17, 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.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State

Matthew A. Brown
Secretary of State

**CERTIFICATE OF ORGANIZATION
OF**

North East Police Accreditation Consultants (NEPAC), llc

I, MATTHEW BROWN, Secretary of State of the State of Rhode Island and Providence Plantations, hereby certify that Articles of Organization for the formation of

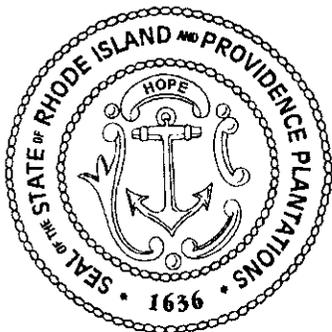
North East Police Accreditation Consultants (NEPAC), llc

a limited liability company, duly executed pursuant to the provisions of Chapter 7-16 of the General Laws, 1956, as amended, have been received in this office and are found to conform to law. The affixed is a duplicate of the Articles of Organization.

WITNESS my hand and the seal of the State of
Rhode Island and Providence Plantations this
11th day of June, 2004.

Matthew Brown
Secretary of State

By *Kathryn McCoughay*



NEPAC

North East Police Accreditation Consultants, LLC.
Certified Police Accreditation Assessors/Managers

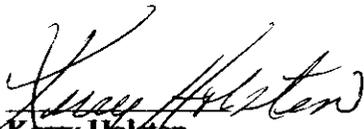
Certificate of Authority

Source of Authority

North East Police Accreditation Consultants (NEPAC), llc. Is a limited liability company in the state of Rhode Island which through the Articles of Organization and Operating Agreement between its partners, authorizes both members to manage the company and sign contracts on behalf of the company. *(See attached Articles of Organization and Operating Agreement)*

Effective Date of Authority

The articles of Organization became effective on June 11, 2004. They were amended in August of 2005 in which the registered agent was changed and the Operation Agreement became effective on August 26, 2005. Since 2005 both members of the company have retained authority to sign contracts on behalf of the company. These documents have not been amended or repealed as of the date the contract was signed. Christine Crocker, signatory of the contract had the authority to do so on the date the contract was signed.



Kerry Holsten
Member NEPAC, llc

4/6/15
Date signed

*With offices in Rhode Island & Massachusetts
RI (401)-440-4352 MA (978)-609-6846
P.O. Box 7877, Cumberland, R.I, 02864
Email us at cnc33@cox.net or Kholsten@verizon.net*

Filing Fee: \$150.00

ID Number: _____



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

LIMITED LIABILITY COMPANY

ARTICLES OF ORGANIZATION
(To Be Filed In Duplicate)

Pursuant to the provisions of Chapter 7-16 of the General Laws, 1956, as amended, the following Articles of Organization are adopted for the limited liability company to be organized hereby:

1. The name of the limited liability company is:

North East Police Accreditation Consultants (NEPAC), llc

2. The address of the limited liability company's resident agent in Rhode Island is:

78 Scarborough Road Cumberland , RI 02864
(Street Address, not P.O. Box) (City/Town) (Zip Code)

and the name of the resident agent at such address is Kerry A. Holsten
(Name of Agent)

3. Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

(Check one box only)

a partnership or a corporation or disregarded as an entity separate from its member

4. The address of the principal office of the limited liability company if it is determined at the time of organization:

78 Scarborough Road, Cumberland, RI 02864

(If not determined, so state)

5. The limited liability company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-16, unless a more limited purpose or duration is set forth in paragraph 6 of these Articles of Organization.

RECEIVED
CORPORATIONS DIVISION
OFFICE OF THE SECRETARY OF STATE
JUN 11 11 47 AM '04

FILED
JUN 11 2004
By Kme
C34187

6. Additional provisions, if any, not inconsistent with law, which the members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement:

7. The limited liability company is to be managed by:

(Check one box only)

its members or by one (1) or more managers

8. If the limited liability company has managers at the time of filing these Articles of Organization, state the name and address of each manager:

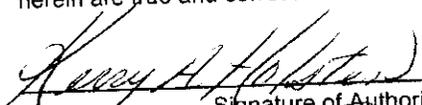
<u>Manager</u>	<u>Address</u>
Kerry A. Holsten	78 Scarborough Road, Cumberland, RI 02864
Christine A. Crocker	70 Hamilton Street, Cumberland, RI 02864
_____	_____
_____	_____
_____	_____

9. The date these Articles of Organization are to become effective, if later than the date of filing, is:

_____ (not prior to, nor more than 30 days after, the filing of these Articles of Organization)

Under penalty of perjury, I declare and affirm that I have examined these Articles of Organization, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: 6/7/04



Signature of Authorized Person



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Office of the Secretary of State

Matthew A. Brown
Secretary of State

**CERTIFICATE OF AMENDMENT TO
ARTICLES OF ORGANIZATION
OF**

North East Police Accreditation Consultants (NEPAC), llc

I, MATTHEW BROWN, Secretary of State of the State of Rhode Island and Providence Plantations, hereby certify that Articles of Amendment to the Articles of Organization of

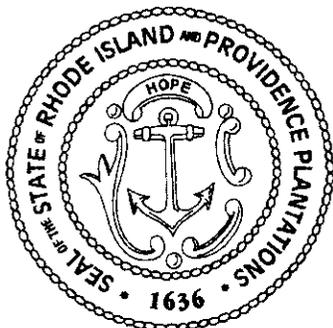
North East Police Accreditation Consultants (NEPAC), llc

duly executed pursuant to the provisions of Chapter 7-16 of the General Laws of Rhode Island, 1956, as amended, have been filed in this office on this day, with an effective date of August 1, 2005.

WITNESS my hand and the seal of the State of Rhode Island and Providence Plantations this 1st day of August, 2005.

Matthew Brown
Secretary of State

By *Andrea M. Francis*



Filing Fee: \$50.00
(See footnote below)

ID Number: 140789



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

LIMITED LIABILITY COMPANY

**ARTICLES OF AMENDMENT TO
ARTICLES OF ORGANIZATION**

FILED
AUG 01 2005
By AMF
73189

Pursuant to the provisions of Section 7-16-12 of the General Laws of Rhode Island, 1956, as amended, the undersigned limited liability company hereby amends its Articles of Organization as follows:

- The name of the limited liability company is:
North East Police Accreditation Consultants (NEPAC), LLC

- The Articles of Organization of the limited liability company as amended or restated to date are amended as follows:

[Insert Amendment(s)]
(If additional space is required, please list on separate attachment)

Management of the limited liability company:
The limited liability company is to be managed by its Members.

- The effective date of this amendment, if later than the date of the filing of these Articles of Amendment, is:
August 1, 2005
(not prior to, nor more than 30 days after, the filing of these Articles of Amendment)

Under penalty of perjury, I declare and affirm that I have examined these Articles of Amendment, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: August 1, 2005

NEPAC, LLC
Print Name of Limited Liability Company

By Keith E. [Signature]
Signature of Authorized Person

Filing fee footnote.
If the purpose of this amendment is solely to indicate a change in managers pursuant to Section 7-16-12(a)(2), the filing fee shall be \$10.00.

Filing Fee: \$20.00

ID Number: 140789



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

05 AUG - 4 PM 1:44

LIMITED LIABILITY COMPANY

STATEMENT OF CHANGE OF RESIDENT AGENT

Pursuant to the provisions of Section 7-16-11 of the General Laws, 1956, as amended, the undersigned authorizes a change of its resident agent and the address of its resident agent in the state of Rhode Island as follows:

- The name of the limited liability company is:
North East Police Accreditation Consultants (NEPAC), LLC
- The address of the resident agent as PRESENTLY shown in the records on file with the Rhode Island Secretary of State is:
78 Scarborough Road Cumberland RI 02864 - USA
- The NEW address of the resident agent is:
640 George Washington Highway, Lincoln, RI 02865 - USA
- The name of the resident agent as PRESENTLY shown in the records on file with the Rhode Island Secretary of State is:
Kerry A. Holsten
- The name of the NEW resident agent is:
Keith E. Fayan, Esq.
- The appointment of a new resident agent and the change of address of the resident agent, as the case may be, shall become effective upon the filing of this statement.

Under penalty of perjury, I declare that the information contained herein is true and correct.

Date: August 4, 2005

North East Police Accreditation Consultants, LLC
Print Name of Limited Liability Company

Keith E. Fayan
Signature of Authorized Person

FILED

AUG 04 2005

By Kmc

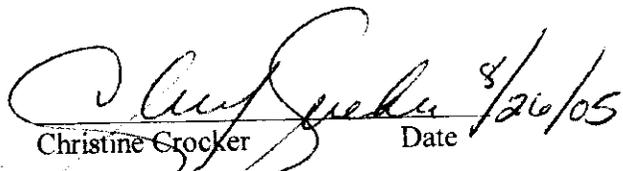
C 93581

North East Police Accreditation Consultants (NEPAC), LLC

ACTION BY CONSENT OF THE MEMBERS

The undersigned, being the sole members and representing all of the capital values of the ownership interests of North East Police Accreditation Consultants (NEPAC), LLC, a Rhode Island limited liability company, (the "Company"), hereby consent and agree to the following actions:

- The Amendment to the Articles of Organization of the Company, duly certified by the Secretary of State of Rhode Island as having been filed with the Secretary of State on August 1, 2005, is hereby accepted and will be filed in the record book of the Company.
- The Statement of Change of Resident Agent, filed with the Secretary of State on August 4, 2005, is hereby accepted and will be filed in the record book of the Company.
- The actions taken by Keith E. Fayan, Esq., in reorganizing the Company by the Amendment to the Articles of Organization and Statement of Change of Resident Agent are hereby ratified and confirmed in all respects.
- The written Operating Agreement of the Company signed by all members will be filed in the record book of the Company.


Christine Crocker Date 8/26/05


Kerry A. Holsten Date 8/26/05

**OPERATING AGREEMENT OF
NORTH EAST POLICE ACCREDITATION CONSULTANTS , LLC**

This Operating Agreement, (the "Agreement"), of North East Police Accreditation Consultants (NEPAC), LLC, a Rhode Island limited liability company, (the "Company"), is adopted and entered into by the sole members Christine Crocker and Kerry A. Holsten, the ("Members"), pursuant to and in accordance with R.I.G.L. § 7-16-1, et seq., (the "Act"). Terms used in this Agreement which are not otherwise defined shall have the respective meanings given those terms in the Act.

The Members agree as follows:

**SECTION ONE
NAME**

The name of the limited liability company under which it was formed is North East Police Accreditation Consultants (NEPAC), LLC.

**SECTION TWO
TERM**

The Company shall continue until dissolved in accordance with the Act.

**SECTION THREE
MANAGEMENT**

Management of the Company is vested in its Members, who will manage the Company in accordance with the Act and this Agreement. Any Member exercising management powers or responsibilities will be deemed to be a manager subject to all of the duties of a manager provided in the Act. The Members will have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company set forth in this Agreement, excepting any transfer of substantially all of the assets of the Company, in which case the written authorization and consent of both Members will be required.

**SECTION FOUR
PURPOSE**

The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to these acts.

**SECTION FIVE
CAPITAL CONTRIBUTIONS**

Each Member has contributed to the Company in equal amounts, in the form of cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to render services.

**SECTION SIX
ADDITIONAL CONTRIBUTIONS**

Any additional capital contribution(s) will be by consent and authorization of both Members.

**SECTION SEVEN
ALLOCATION OF PROFITS AND LOSSES**

The Company's profits and losses will be allocated in equal portions to both Members.

**SECTION EIGHT
DISTRIBUTIONS**

Distributions shall be made to each Member at the times and in the aggregate amounts determined by the consent and authorization of both Members.

**SECTION NINE
ASSIGNMENTS**

A Member may assign in whole or part his or her membership interest in the Company, provided, however, an assignee of a membership interest may not become a Member without the written consent and authorization of the remaining Member and any subsequent member of the Company.

**SECTION TEN
ADMISSION OF ADDITIONAL MEMBERS**

One or more additional members may be admitted to the Company with the written consent and authorization of both Members, if both be current Members of the Company, or in the case one of them being the sole remaining Member, upon that Member's written consent and authorization.

**SECTION ELEVEN
LIABILITY OF MEMBER**

No Member has personal liability for the obligations or liabilities of the Company.

**SECTION TWELVE
EXCULPATION OF MEMBER-MANAGERS**

A Member exercising management powers or responsibilities for or on behalf of the Company will not have personal liability to the Company or its Members for damages incurred in the that capacity, excepting liability of any Member if a judgement or other final adjudication establishes that his or her acts or omissions were in bad faith, involved intentional misconduct or a knowing violation of law, or that he or she personally gained a financial profit or other advantage to which he or she was not legally entitled, or that, with respect to a distribution to Member, his or her acts were not performed in accordance with the Act or this Agreement.

**SECTION THIRTEEN
GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island, all rights and remedies also being governed by those laws.

**SECTION FOURTEEN
INDEMNIFICATION**

To the fullest extent permitted by law, the Company shall indemnify and hold harmless, and may advance expenses to, any Member, or any testator or intestate of such Member, (collectively, the "Indemnitees"), from and against any and all claims and demands whatsoever; provided, however, that no indemnification may be made to or on behalf of any Indemnitee if a judgement or other final adjudication adverse to such Indemnitee establishes that his or her acts were committed in bad faith, were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained a financial profit or other advantage to which he or she was not legally entitled.

**SECTION FIFTEEN
METHOD OF ACCOUNTING**

The Company shall keep accounts on the cash basis. The accounts shall readily disclose items which the Members take into account separately for income tax purposes. As to matters of accounting not provided for in this Agreement, generally accepted accounting principles shall govern.

**SECTION SIXTEEN
VOLUNTARY TERMINATION**

The Company may be dissolved at any time by the written consent and authorization of the Members, in which event the Members shall proceed with reasonable promptness to wind up the business of the Company. In the event of dissolution of the Company, the Members will have one (1) year to sell all assets owned by the Company at an appraised or agreed to price set by the



CERTIFICATE OF LIABILITY INSURANCE

PDL
P4SADATE (MM-DD-YYYY)
4/9/2015

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).

PRODUCER		CONTACT NAME:	
METLIFE AUTO & HOME INS AGCY/PHS		PHONE (A/C No. Ext.) (866) 467-8730	
180001 P:(866) 467-8730 F:(888) 443-6112		FAX (A/C No.) (888) 443-6112	
301 WOODS PARK DRIVE		E-MAIL ADDRESS:	
CLINTON NY 13323		INSURER(S) AFFORDING COVERAGE	
		NAIC#	
		INSURER A: Hartford Casualty Ins Co	
		INSURER B: Gemini Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
NORTHEAST POLICE ACCREDITATION
CONSULTANTS LLC
PO BOX 7877
CUMBERLAND RI 02864

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	ADDL INSR	SUBR WLD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			47 SBM UY8341	11/06/2014	11/06/2015	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input checked="" type="checkbox"/> General Liab		X				MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY			47 SBM UY8341	11/06/2014	11/06/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liab			VPPL009295	12/20/2014	12/20/2015	\$1,000,000/\$1,000,000	

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

Those usual to the Insured's Operations. Certificate holder is also an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

New Hampshire Division of State Police
Attention: Jeanette Patten
33 HAZEN DR
CONCORD, NH 03305

CANCELLATION

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



North East Police Accreditation Consultants, LLC

Certified Police Accreditation Assessors/Managers

March 30, 2015

To Whom It May Concern,

North East Police Accreditation Consultants, LLC is a small consulting business co-owned by Christine Crocker and Kerry Holsten. We do not have any employees and all services are conducted by the company's two owners. As such, we are not required to nor eligible for Worker's Compensation Insurance in Rhode Island were the business is physically located.

Should you have any questions or need additional information please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Christine Crocker", is written over the typed name and title.

Christine Crocker
Co-Owner

**P.O. Box 7877
Cumberland, R.I, 02864
(401)-440-4352**