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Frank Edelblut  
Commissioner

Paul K. Leather  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

July 19, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Education, Division of Career Technology and Adult Learning, to grant funds to Belknap County Department of Corrections, Laconia, NH (Vendor Code 177360), in the amount of \$79,136.00, to provide funding for career and technical programs, effective upon Governor & Council approval through June 18, 2018. 100% Federal Funds.

Funds to support this request are available in the account entitled CTE Vocational Education-Federal as follows:

	<u>FY18</u>
06-56-56-565010-60320000-072-502650	\$79,136.00
Grants-Federal	

**EXPLANATION**

The Career and Technical Education Grant received by the State allows for sub grants to be made to non-public recipients to assist them in operating their career and technical education or apprenticeship programs. We are asking for approval to award a grant to the Belknap County Department of Corrections based on an application that has been submitted to and approved by the Department of Education.

A Request for Proposal was posted in the Union Leader on February 9, 10 & 11<sup>th</sup>, and posted on the NH Dept. of Educations website. One proposal was received from Belknap County Department of Corrections/Men and Woman. The proposal was reviewed by the Department of Education, Career Development Bureau Administrator and Education Consultants. All reviewers have experience in evaluation of state institutions RFP submissions utilizing an evaluation tool that was developed by department staff (see attachment A).

The response to the Request for Proposals for the State Institutions funding addressed the services to be provided to the respective populations of individuals incarcerated within correctional institutions in NH, consistent with the criteria set out in the Federal Carl D. Perkins Career and Technical Education Act of 2006. The proposal submitted by the Belknap County Department of Corrections indicates that this grant will be used to fund career and technical program instruction to approx. 282 offenders (male and female). Grant funds will be used to deliver instruction in ServSafe, RRP Lead Paint Certification, Computer Programming and OSHA 10.

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
July 19, 2017  
Page Two

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut". The signature is stylized and cursive.

Frank Edelblut  
Commissioner of Education

**Attachment A**  
**EVALUATION FOR BELKNAP COUNTY DEPT. OF CORRECTIONS**

<u>Scoring Criteria</u>	<b>Jeffry Beard</b>	<b>Jennifer Kiley</b>	<b>Courtney Ritchings</b>	<b>Constance Manchester Bonenfant</b>	<b>Mindy Ryan</b>
Cover Page 0 pts. Max.	0	0	0	0	0
Abstract 5 pts. Max.	5	3	4	5	5
• Description of Unmet Need 15 pts. Max.	15	15	8	15	12
• Detailed Project Plan 30 pts. Max.	20	30	30	30	28
• Evaluation Plan 20 pts. Max.	20	20	20	20	20
• Demonstration of Benefit to Career and Technical Education 10 pts. Max	10	10	10	10	10
• Budget 20 pts. Max.	20	15	18	14	20
• Level of funding approved	\$79,136.00	\$79,136.00	\$79,136.00	\$79,136.00	\$79,136.00
• Total budget requested	\$79,136.00	\$79,136.00	\$79,136.00	\$79,136.00	\$79,136.00
<b>Total 100 Possible Points</b>	90	93	90	94	95

The proposal review team consisted of the following individuals:

**Jeffry W. Beard, Ed.D**, Education Consultant. Dr. Beard is a member of the Career Development Bureau within the New Hampshire Department of Education. He serves as an Education Consultant and has 6 years of grant management experience, which includes data analysis and reporting. Dr. Beard has the ability to critically assess grant proposals based on the stated guidelines.

**Jennifer Kiley MST**, Education Consultant. Ms. Kiley is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has 2 years of grant management experience, which includes reporting and financial management. Ms. Kiley has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.

**Courtney Ritchings M. Ed.**, Education Consultant. Ms. Ritchings is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has 2 years of grant management experience, which includes reporting and financial management. Ms. Ritchings has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.

**Constance M. Bonenfant M. Ed.**, Education Consultant. Ms. Bonenfant is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has over 10 years of grant management experience, which includes reporting and financial management. Ms. Bonenfant has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.

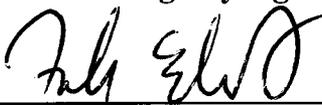
**Mindy Ryan M. Ed.**, Education Consultant. Ms. Ryan is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has 7 months of grant management experience, which includes reporting and financial management.

# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Education		<b>1.2. State Agency Address</b> 21 South Fruit St, Suite 20, Concord, NH 03301	
<b>1.3. Grantee Name</b> Belknap County Department of Corrections		<b>1.4. Grantee Address</b> 76 County Road, Laconia, NH 03246	
<b>1.5. Grantee Phone #</b> 603-527-5480	<b>1.6. Account Number</b> 06-056-6032-072-502650	<b>1.7. Completion Date</b> June 30, 2018	<b>1.8. Grant Limitation</b> \$79,136.00
<b>1.9. Grant Officer for State Agency</b> Eric Feldborg		<b>1.10. State Agency Telephone Number</b> 603-271-3867	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> David DeVoy, Commissioner Chair	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Belknap</u> , on <u>7/6/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <p style="text-align: center;">Jamie L. Ellsworth, Notary Public                  My Commission Expires October 21, 2020</p>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> FRANK EDELBLUT COMMISSIONER OF EDUCATION	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)</b>  By:  Assistant Attorney General, On: <u>8/9/17</u>			
<b>1.17. Approval by Governor and Council (if applicable)</b>  By: _____ On: <u>1/1</u>			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
  - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
  - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
  - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
  - 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
  - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
  - 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
    - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
  - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Grantee 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 Grantee notice of termination; and
    - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
    - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
    - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
  - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
  - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
  - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
  - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials ELD  
Date 7/6/17

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
  16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
  17. INSURANCE AND BOND.
    - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
  - 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
  18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
  19. 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 first above given.
  20. 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 Council of the State of New Hampshire.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. 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.
  23. 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.
  24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

## Exhibit A

### Services to be Provided

1. The contractor shall offer SERVSAFE Employee Starter Program and Managers Program, OSHA 10 Training, Lead Paint Certification, and Computer Programming classes (resulting in a HTML Developer certificate, CSS Developer certificate, and JavaScript Developer certificate) classes to incarcerated individuals between the ages of 14 and 24 in accordance with Carl D. Perkins Career and Technical Education Act of 2006.
2. The contractor will complete a Final Report with results, which is due 30 days after the end of the grant period (i.e., July 30, 2018).
3. Approximately 282 incarcerated individuals will receive services.

**Exhibit B**

**Estimated Budget**

**I. Estimated Budget:**

3 SERVSAFE Manager Course:	\$4,680
6 OSHA-10 classes	\$12,000
7 SERVSAFE Employee Starter Program:	\$3,045
6 Computer Programming Classes	\$12,000
48 Computer Class Exams	\$4,560
12 HP Envy Laptop Computers	\$25,000
1 Computer Charging Cart	\$1,330
1 Power Point Projector	\$481
1 Carrying Case for Projector	\$29
1 Set of Speakers	\$11
8 Repair, Renovate and Paint - Lead Paint Certification Class:	\$16,000

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Total Cost \$79,136

**II. Limitation on Price:**

This contract will not exceed \$79,136.

**III. Source of Funding:**

Funding for this contract is 100% Federal Funds from the account titled CTE Vocational Education-Federal as follows:

Account Number		<u>FY18</u>
06-56-565010-60320000-072-502650	Grants Federal	\$79,136.00

**IV. Method of Payment:**

Payment to be made within the NH Department of Education's Grants Management System (GMS) on the basis of monthly reports, which are submitted within GMS.

**Exhibit C**  
**Special Provisions**

**None**

Grantee Initials



Date

7/6/17

**Certificate of Authority**

I, Hunter Taylor, County Commissioner/Clerk of Belknap County do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on July 6, 2017, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

A resolution was made that the County of Belknap, NH, enter into a contract with the New Hampshire Department of Education to provide educational services for the next biennium, August 1, 2017 through June 30, 2018. Adopted in the affirmative.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on May 19, 2010:

**Legal Basis** – This policy governing the procedure to authorize contracts to be used by Belknap County is written in accordance with NH RSA 28:8.

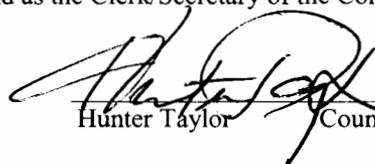
**Contracts** – In accordance with the Purchasing Procedures, all contracts must be authorized by the County Commissioners with the following exception; Department Heads may authorize contracts with the County for less than \$10,000 which cover no more than one year. A copy of every contract must be kept on file in the Finance Department.

- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

David D. Devoy II	County Commissioner Chairperson
Glen Waring	County Commissioner Vice Chairperson
Hunter Taylor	County Commissioner Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 7<sup>th</sup> day of July 2017.

(Corporate Seal if any)



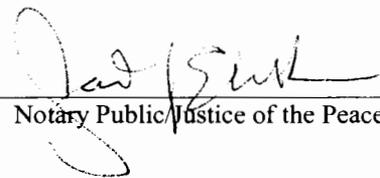
Hunter Taylor County Commissioner Clerk

**(if the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)**

STATE OF NEW HAMPSHIRE  
COUNTY OF Belknap

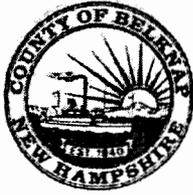
On July 7<sup>th</sup>, 2017 before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that Hunter Taylor executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

Jamie L. Ellsworth, Notary Public  
My Commission Expires October 21, 2020



BELKNAP COUNTY COMMISSIONERS  
34 County Drive  
Laconia, NH 03246  
Phone (603) 527-5400  
Fax (603) 527-5409

**David DeVoy**  
Chairman  
Sanbornton

**Glen Waring**  
Vice-Chairman  
Gilmanton

**Hunter Taylor**  
Clerk  
Alton

## Commission Meeting Minutes July 6, 2017

In Attendance: Commissioners David DeVoy, Glen Waring and Hunter Taylor and County Administrator Debra Shackett.

**Minutes:** M/Waring, S/Taylor to approve the minutes with the minor addition to the public minutes. Unanimous. **Motion passed.**

**Calendar:** Commissioner DeVoy stated the building committee meetings will be taking place at the new community corrections center moving forward.

**Previously Signed Documents:** M/Taylor, S/Waring to ratify the previously signed documents. Unanimous. **Motion passed.**

### **Previously Signed Documents**

<b>Document Date</b>	<b>Document</b>
6/14/2017	Payroll & A/P Manifest
6/27/2017	Payroll & A/P Manifest
6/27/2017	Child Advocacy CDBG-Environmental Site Assessment

**Management Team for Union Negotiations:** Commissioner DeVoy reviewed the current negotiating team. There was discussion as to how many Commissioners should be on the negotiating team. M/Taylor, S/Waring to have the three Commissioners, County Administrator Shackett and Roger Gray on the union negotiation team. Unanimous. **Motion passed.**

**Video Visitation:** Superintendent Keith Gray requested authorization to sign a contract with Securus for the inmate video visitation. He reviewed how the new video visitation would operate. M/Taylor, S/Waring to authorize the Superintendent to sign the contract. Unanimous. **Motion passed.**

Commissioner DeVoy asked if the contract could wait to be signed until the new center is occupied. M/Waring, S/Taylor for the building committee to sign the contract as they see fit. Unanimous. **Motion passed.**

**Inmate Transfer:** Superintendent Gray stated he has sent four inmates to Sullivan County to help with facility jobs. No actions taken.

Superintendent Gray reviewed the costs associated with the different options for the new community corrections facility.

**Dept. of Education Grant:** Superintendent Gray stated there were some documents that needed to be signed for the CTE grant. Commissioner DeVoy made the following resolution: Belknap County, NH enter into a contract with the New Hampshire Department of Education to provide educational services for the next biennium August 1, 2017 through June 30, 2018. Adopted in the affirmative. M/Taylor, S/Waring to approve the resolution. Unanimous. **Motion passed.**

**BDO NH audit:** M/Waring, S/Taylor table until Nursing Home Administrator Shelley Richardson can attend. **Motion passed.**

**NH Equipment purchase:** Facilities Manager Dusting Muzzey requested authorization to award the Automation Controller bid to ENE Systems. M/Taylor, S/Waring to approve the request. Unanimous. **Motion passed.**

**Human Services budget impact:** County Administrator Shackett reviewed the rate increase for the human services bill. M/Taylor, S/Waring to request a supplemental appropriation from the Convention and request another supplemental appropriation for the corrections and sheriff departments. Commissioner Taylor asked that it be expedited. Unanimous. **Motion passed.**

**Quarterly report from JLMC:** The Board reviewed the report included in the packets.

**LEAN Process:** County Administrator Shackett spoke about the current LEAN initiative for the nursing home billing and collections process. She explained that the outcome is to have a better work flow for billing and collections.

**Other:** County Administrator Shackett reviewed the budget that was included in the packets. There was a discussion about the grant appropriation line. No actions were taken.

**Public Comment:** There was no public comment.

**Non Public session 91-A:3, II (a):** The Commissioners went into non-public session per RSA 91-A: 3, II (a). County Administrator Shackett called the roll: Waring-Yes, DeVoy-Yes and Taylor-Yes. At 6:45 pm the board entered non-public session.

**Adjourn:** The meeting adjourned at the completion of the non-public session.

Respectfully submitted,



Jamie Ellsworth  
Administrative Assistant



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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> Belknap County 34 County Drive Laconia, NH 03246	<i>Member Number:</i> 607	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> 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"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2017	1/1/2018	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2017	1/1/2018	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	1/1/2017	1/1/2018	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only.				

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> – NH Public Risk Management Exchange
New Hampshire Department of Education 33 Capitol Street Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 7/26/2017    tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax