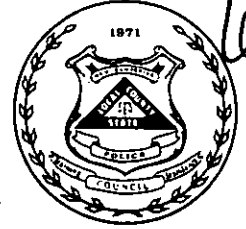


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Chief David P. Cahill
Chairman

**State of New Hampshire
POLICE STANDARDS & TRAINING COUNCIL**
ARTHUR D. KEHAS
LAW ENFORCEMENT TRAINING FACILITY & CAMPUS
17 Institute Drive — Concord, N.H. 03301-7413
603-271-2133 FAX 603-271-1785
TDD Access: Relay NH 1-800-735-2964



Donald L. Vittum
Director

August 23, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Police Standards & Training Council (NHPSTC) to renew a Memorandum of Agreement (MOA) dated April 21, 2009, between the Police Standards and Training Council and NHTI – Concord’s Community College, in the amount of \$20,000.00 per year for 5 years from July 1, 2018 through June 30, 2023, for the use of NHTI’s Capital Commons cafeteria in Little Hall, by PSTC recruits and in-service officers.

Funding is available in State Fiscal Year 2019 and is contingent upon the availability and continued appropriation of funds in Fiscal Year 2020 through 2023 as follows, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

<u>Organization</u>	<u>Accounting Unit</u>	<u>Amount</u>	<u>Fiscal</u>
PSTC	06-87-87-08700-89800000-048-500226	\$20,000.00	FY19
PSTC	06-87-87-08700-89800000-048-500226	\$20,000.00	FY20
PSTC	06-87-87-08700-89800000-048-500226	\$20,000.00	FY21
PSTC	06-87-87-08700-89800000-048-500226	\$20,000.00	FY22
PSTC	06-87-87-08700-89800000-048-500226	\$20,000.00	FY23
Total		\$100,000.00	

EXPLANATION

On April 21, 2009, the NH Police Standards and Training Council and NHTI- Concord’s Community College entered into an MOA that NHPSTC would provide a sum of \$20,000.00 per year for twenty (20) years, to NHTI for the use of their Capital Commons cafeteria for recruit and in-service officers. The term of the agreement began July 1, 2008, to be renewed annually for 20 years with a terminal date of June 30, 2028.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council


State House

Page 2

August 23, 2018

To date the agreement has been beneficial to both NHTI and NHPSTC. We respectfully request your approval for the renewal of this agreement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Donald L. Vittum". The signature is stylized and cursive.

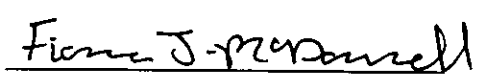
Donald L. Vittum
Director

DLV:tm

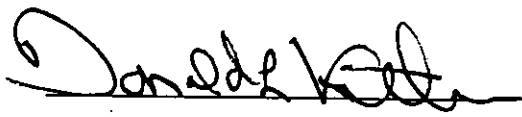
Notice of Renewal
New Hampshire Police Standards and Training Council and
NHTI – Concord's Community College

New Hampshire Police Standards & Training Council and NHTI – Concord's Community College hereby renew the Cafeteria agreement dated April 21, 2009 as set forth in the automatic renewal provision of paragraph 2 of the agreement, for a five year period from July 1, 2018-June 30, 2023. This renewal is contingent on approval of the Governor & Executive Council.

Signed and agreed to this 14 day of August 2018:

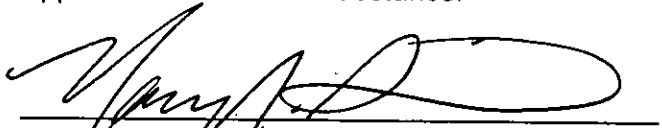


Fiona J. McDonnell, Ed.D.
Vice President of Academic Affairs



Director Donald L. Vittum
NH Police Standards and Training Council

Approved for form and substance:



Senior Assistant Attorney General Nancy J. Smith
NH Department of Justice

8/17/2018
Date

**Memorandum of Agreement
New Hampshire Police Standards and Training Council and
NHTI – Concord's Community College**

The purpose of this agreement is to formalize the role of the New Hampshire Police Standards and Training Council (hereafter PSTC) in providing for capital improvements that NHTI – Concord's Community College (hereafter NHTI) has made, or may make during the term of this agreement, to the cafeteria facilities at NHTI, which include accommodations for PSTC. The parties collectively agree as follows:

1. This agreement is entered into PSTC, with headquarters at 17 Institute Drive, Concord, New Hampshire 03301; and NHTI, headquartered at 31 College Drive, Concord, New Hampshire 03301.
2. The term of this agreement will be 1 year, beginning July 1, 2008 and ending on June 30, 2009, automatically renewable for 20 years to a terminal date of June 30, 2028. This agreement shall be automatically renewed each year up to the terminal date of the agreement, unless either party to the agreement provides a minimum of 1 year (365) days notice of intent to sever the agreement. Notwithstanding the foregoing, any obligation of PSTC under this agreement is conditioned on the continued availability of appropriated funds.
3. Obligations of the parties upon early termination of the agreement:
 - a. If NHTI serves notice to sever upon PSTC, then PSTC shall not be obligated to make any additional payment beyond the date of termination of the agreement.
 - b. If PSTC serves notice to sever upon NHTI, then PSTC will be responsible for 50% of the remaining obligation, based on a calculation of the obligation from the date of termination to the terminal date of the agreement of June 30, 2028.
 - c. If both parties mutually agree to sever the agreement, then neither party bears any obligation to the other party beyond the date of termination of the agreement.
4. The individual parties hereby agree as follows:
 - a. The PSTC hereby agrees as follows:
 - PSTC agrees to provide the sum of \$20,000 per year to NHTI for the use of NHTI's Capital Commons by PSTC for recruit and in-service police, corrections and probation/parole officers at NHTI's Capital Commons located in Little Hall.
 - Said amount shall be paid in a lump sum on or before September 1 of each fiscal year.
 - PSTC will accommodate NHTI's special events calendar and the consequent demands on Capital Commons space to the extent that it does not fundamentally disrupt PSTC operations.
 - When not otherwise being utilized by PSTC, PSTC agrees to allow the use of space otherwise designated for the use of PSTC in Capital Commons.

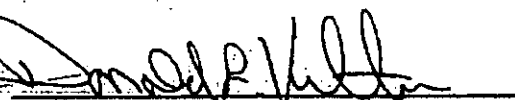
b. NHTI hereby agrees as follows:

- NHTI will provide space and facilities for feeding recruit and in-service officers on a scheduled basis at the Capital Commons in Little Hall. Said space shall be sufficient for servicing up to 90 persons simultaneously.
- In negotiations with food service vendors to operate Capital Commons, that the needs of PSTC will be met as a condition of the bid specifications.
- In the event that additional capital improvements are necessary during the term of the agreement, the PSTC will be consulted.
- The term "space" as used in subparagraph above, shall be deemed to include:
 1. A separate dedicated space for the use of servicing PSTC meal needs; and
 2. A separate servery line to ensure that PSTC officers can be serviced at the same time that NHTI faculty, staff and students are also able to simultaneously have access to food service.

Signed and agreed to this 21st day of APRIL, 2009:

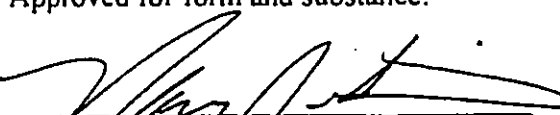


President Lynn Kilchenstein
NHTI - Concord's Community College



Director Donald Vittum
NH Police Standards and Training Council

Approved for form and substance:



Sr. Assistant Attorney General Nancy Smith
NH Department of Justice for:
NH Police Standards and Training Council