



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



John V. Scippa  
Director

October 20, 2020

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 **Retroactively** enter into a service agreement with Compass Group USA, Inc., by and through its Chartwells Division of 3 International Drive, Rye Brook, NY (Vendor Code 174591) in the amount of \$398,515 for the provision of meals through the NHTI – Concord’s Community College Capital Commons dining hall to recruits and in-service officers attending programs at the Arthur D. Kehas Law Enforcement Training Facility and Campus, effective November 1, 2020 through June 30, 2021. **100% General Funds.**

Funding is available as follows:

06-87-87-08700-66390000-021-500211 \$398,515

**EXPLANATION**

The New Hampshire Police Standards & Training Council (NHPSTC) utilizes the services of the cafeteria at the NHTI – Concord’s Community College (NHTI) to provide meals to recruits and in-service officers attending programs at the NHPSTC facility in Concord.

This service agreement was previously competitively bid and was awarded on April 16, 2010 to Compass Group USA, Inc and NHTI entered into a 10-year term agreement with Chartwell’s to provide food services. This agreement was renewed for additional one year. The dining hall resides on the campus of NHTI and the services provided to PSTC and NHTI are funded separately. PSTC signs a contract separate to that signed by NHTI on a yearly basis.

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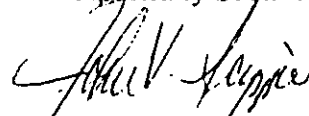
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

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October 20, 2020

We respectfully request your approval for this agreement.

Respectfully Submitted,



John V. Scippa  
Director

JVS/la

**FORM NUMBER P-37 (version 12/11/2019)**

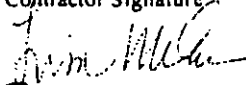
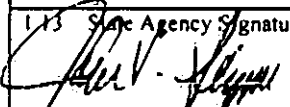

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Police Standards and Training Council		1.2 State Agency Address 17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name Compass Group USA, Inc., by and through its Chartwells Division		1.4 Contractor Address 3 International Drive Rye Brook, NY 10573	
1.5 Contractor Phone Number 914-935-5300	1.6 Account Number 10-08700-66390000-500211	1.7 Completion Date 6/30/2021	1.8 Price Limitation \$398,515.00
1.9 Contracting Officer for State Agency John V. Scippa, Director		1.10 State Agency Telephone Number 603-271-2133	
1.11 Contractor Signature  Date: September 24, 2020		1.12 Name and Title of Contractor Signatory Lisa McEuen, CEO	
1.13 State Agency Signature  Date: 10/16/20		1.14 Name and Title of State Agency Signatory JOHN V. SCIPPA NHPTC	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/19/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause-of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Exhibit A

To accept the following changes to the P-37 contract which are in italic bold below:

4. *In the event of reduction or elimination of appropriation, the State shall provide a notice of termination of the Agreement and will pay for services provided by the Contractor before the date of termination. ~~The foregoing notwithstanding, the State shall remain responsible to pay for services provided by the Contractor unless and until the State delivers notice of termination due to reduction or elimination of appropriations.~~*
  
13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. *The provisions of this section shall not apply to patented, copyrighted, or trademarked materials, equipment, devices or processes furnished or modified by the State.*
  
- 14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance, *it being understood that minimum required policy limits may be provided through a combination of primary and excess insurance:*
  
18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained *in state court in New Hampshire Superior Court* which shall have exclusive jurisdiction thereof.
  
25. *EQUAL OPPORTUNITY. Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that Contractor take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Further, Chartwells agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.*

*NH Police Standards and Training Council accepts that Contractor or its parent company, Compass Group USA, Inc. ("Compass") may receive volume, trade or cash discounts for items purchased as part of doing business at NH Police Standards and Training Council and that those discounts will accrue to Contractor and/or Compass and will not be credited back to NH Police Standards and Training Council. NH Police Standards and Training Council understands that certain charges reflected on the Profit and Loss statement are based on a portion of overall company expenses.*

Exhibit B

1. Compass Group USA, Inc. by and through its Chartwells Division will provide breakfasts, lunches, and dinners for up to 67 recruits, 3 staff members and, when necessary, instructors and special students associated with the Police Academies, class numbers 182-185, for up to 16 weeks per session.
2. Compass Group USA, Inc. by and through its Chartwells Division will provide lunches for up to 20 recruits, 2 staff members and, when necessary, instructors and special students associated with the Correctional Academies, class numbers 112 - 114, for up to 9 weeks per session.
3. Compass Group USA, Inc. by and through its Chartwells Division will provide breakfasts, lunches and dinners as applicable to overnight students and lunches for day students, staff members and, when necessary, instructors for selected in-service training programs held at the Arthur D. Kehas Law Enforcement Training Facility and Campus during the period of July 1, 2020 through June 30, 2021.
4. Compass Group USA, Inc. by and through its Chartwells Division will provide meals for special functions, including but not limited to Chief's Meetings and meetings of the NH Police Standards & Training Council based on menus to be mutually agreed upon by both parties and billed at a rate quoted in the **NH Technical Institute Catering Services Menu** that is effective on the date of the event. Payment in this case shall be based on the agreed number of event attendees which shall be stipulated no later than one week in advance of the date of the event.
5. Compass Group USA, Inc. by and through its Chartwells Division will provide to NH Police Standards & Training Council, Arthur D. Kehas Law Enforcement Training Facility and Campus, coffee supplies consisting of coffee, coffee creamer and filters as requested which will be billed based on actual usage and prices effective at the time of the order.
6. The services noted in numbers 1-3 shall be provided at the following rates per person:

Breakfast	\$5.70
Lunch	\$8.25
Dinner	\$10.65
Total	\$24.60
7. The food service and meals provided under this agreement shall be subject to the requirements set out in the NHTI Request for Proposal dated April 16, 2010. The recruit meals served at the NHPSTC server line in the Capital Commons in Little Hall shall include at a minimum all of the menu selections identified in Section 4.1, except that either but not both grill or pizza are provided, the choice of desserts shall be limited to 2, one of which may be ice cream, and brunch is excluded.



Exhibit C

1. This contract is total price limited to not more than \$398,515 for the contract period. While the numbers may vary up or down, it is anticipated there will be, on average per year, 201 police recruits (an average of 67 per class), and 60 corrections officer recruits (an average of 20 per class).
2. The contractor shall submit an itemized invoice of meals and/or services provided within 30 days of the date they were received. In the case of meals provided for academy classes, the submitted invoices shall be itemized on a weekly bases and include a breakdown as to the quantity of meals and meal period (breakfast, lunch or dinner) being billed.
3. Invoices will be paid at the food rates established within Exhibit A of this contract.
4. The Council reserves the right to cancel or reschedule any meals due to lack of attendance or unforeseen circumstances, and will notify the contractor as soon as possible if meals are to be canceled or rescheduled.
5. The Council reserves the right to amend the contract for additional meals at the same price in case of additional enrollment.
6. In the event that the New Hampshire Police Standards and Training Council is required to provide the services herein described, or is required by the Legislature to discontinue this program or use the facilities for any other purpose, the Council shall give prompt notice of any such reduction or termination of funds. If such notice is not given, the State will be liable to the Contractor for payment of services rendered until such notice is given.
7. This contract may be cancelled by either party upon written notice ninety (90) days prior to the desired termination date.

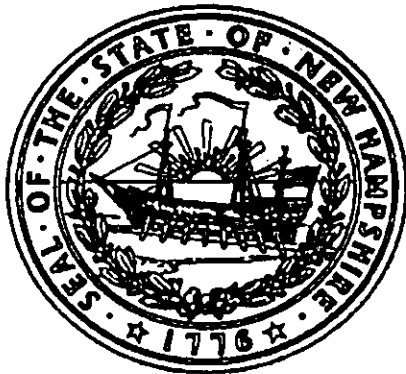
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMPASS GROUP USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 10, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 223462

Certificate Number: 0005025181



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of October A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

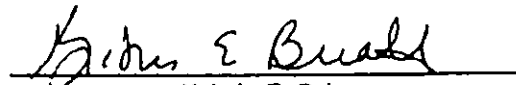
William M. Gardner  
Secretary of State

**CERTIFICATE OF ASSISTANT SECRETARY**

**THE UNDERSIGNED, KRISTIN E. BRIOTTE**, the duly elected and acting Assistant Secretary of Compass Group USA, Inc. a Delaware corporation (the "Corporation"), **DOES HEREBY CERTIFY** as follows:

Lisa McEuen, CEO of Compass Group USA, Inc., by and through its Chartwells Division is hereby authorized to execute the agreement for State of New Hampshire Police Standards and Training Council on behalf of the Corporation.

**IN WITNESS WHEREOF**, the undersigned has authorized the execution of this certificate and affixed the Corporation's seal this 8<sup>th</sup> day of October, 2020.

  
\_\_\_\_\_  
Kristin E. Briotte  
Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2020

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	<b>CONTACT NAME:</b> Randi K. Nowell, CPCU, ARM <b>PHONE (A/C, Int. Ext.):</b> 404-995-3102 <b>FAX (A/C, Ext.):</b> <b>EMAIL ADDRESS:</b> Compass@Marsh.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
CN102832071-Corpa-UMB10-20      CHART    CHARD	<b>INSURER A:</b> National Union Fire Ins Co. of Pittsburgh PA      NAIC # 19445 <b>INSURER B:</b> AIU Insurance Co      15399 <b>INSURER C:</b> ACE Property And Casualty Ins Co      20690 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Compass Group USA, Inc. db/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217	

COVERAGES      CERTIFICATE NUMBER: ATL-005110858-03      REVISION NUMBER: 0

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.

INBR LTR	TYPE OF INSURANCE	ADDL. NUMBER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GL 172894	09/30/2020	09/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY		CA 4564426 (AOS)	09/30/2020	09/30/2021	COMBINED BARGLE LIMIT (Per accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO		CA 4594420 (VA)	09/30/2020	09/30/2021	BOODLY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS		CA 4594427 (MA)	09/30/2020	09/30/2021	BOODLY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA4594431 (Garage Liability)	09/30/2020	09/30/2021	PROPERTY DAMAGE (Per accident) \$
			Self insured for Physical Damage			\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$0		XOO G27738631	09/30/2020	09/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 045886802 (AOS)	09/30/2020	09/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> DYS-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC 045886807 (CA)	09/30/2020	09/30/2021	E.L. EACH ACCIDENT \$ 2,000,000
B	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 045886803 (FL)	09/30/2020	09/30/2021	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
B			WC 045886808 (NY)	09/30/2020	09/30/2021	E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor Liability		GL1728980	09/30/2020	09/30/2021	Each Common Cause \$ 1,000,000 Aggregate \$ 10,000,000

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

OCT 13 2020

## CERTIFICATE HOLDER

New Hampshire Police Standards and  
Training Council  
17 Institute Drive  
Concord, NH 03301

## 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  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, INC.		NAMED INSURED Compass Group USA, Inc. d/b/a Chartwells Dining Services 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:  
Carrier: New Hampshire Insurance Company  
Policy Number: WC 045886804  
Effective Date: 09/30/2020  
Expiration Date: 09/30/2021  
Policy Covers States of: MA, WI,  
Stop Gap Coverage: MD, OH, WA, WY.  
Limit  
E.L. Each Accident: \$2,000,000  
E.L. Disease-Policy: \$2,000,000  
E.L. Disease Each Employee: \$2,000,000

Workers Compensation Continued:  
Carrier: National Union Fire Ins. Co. of PA  
Policy Number: XW C6539404  
Effective Date: 09/30/2020  
Expiration Date: 09/30/2021  
Policy Covers States of: OH (Excess WC)  
Limit  
E.L. Each Accident: \$2,000,000  
E.L. Disease-Policy: \$2,000,000  
E.L. Disease Each Employee: \$2,000,000

**ADDITIONAL INFORMATION**

Umbrella Liability policy provides additional limits and follows the Additional Insured and Waiver of Subrogation provision of the above captioned underlying policies as shown, if required by written contract and permitted by law.

Workers Compensation Policy #WCD45886802 (AOS POLICY) Covers the States of:  
AK,AL,AR,AZ,CO,CT,DC,DE,GA,HI,IA,IL,IN,KS,KY,LA,MD,ME,MI,MN,MO,MS,MT,NC,NE,NH,NJ,NM,NV,OK,OR,PA,RI,SC,SD,TN,TX,UT,VA,VT,WV

OCT 13 2020