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**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER  
ATTORNEY GENERAL

ANN M. RICE  
DEPUTY ATTORNEY GENERAL



November 5, 2013

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

Your Excellency and Members of the Council:

REQUESTED ACTION

1. Authorize the Department of Justice to accept and expend a grant in the amount of \$9,972.41 from the New Hampshire Safety Agency for the purpose of hosting a two-day Motor Vehicle Homicide Seminar, effective from the date of Governor and Council approval through December 31, 2013. 100% Transfer from other agency.

Funds are to be budgeted in account 02-20-20-201510- 8895, Department of Justice, Grant Administration, entitled "TSRP McDuffee Seminar (Traffic Safety Resource Prosecutor)" as follows:

<u>Class</u>	<u>Description</u>	<u>Current Budget</u>	<u>Requested Action</u>	<u>New Budget</u>
067-500559	Training Facilities Rentals	\$0	\$9,149.00	\$9,149.00
040-500800	Indirect Cost .09 x 9,149.00	\$0	<u>\$823.41</u>	<u>\$823.41</u>
	Total	\$0	\$9,972.41	\$9,972.41
<u>Source of Funds</u>				
001-403682	Transfer from Other Agencies	\$0	\$9,972.41	\$9,972.41

2. Contingent upon the approval of Requested Action number one, authorize the Department of Justice to conduct a two-day seminar for the investigation and prosecution of motor vehicle crashes and incidents of driving while under the influence of alcohol or other drugs, at a cost not to exceed \$9,972.41 scheduled for December 10-11, 2013 at the Police Standards and Training Council Training Facility in Concord, NH. The seminar will be presented to approximately 100 professionals in law enforcement and prosecution, at no charge to participants, effective upon the date of the Governor and Council approval through December 31, 2013. 100% Transfer from other agency.

3. Contingent upon approval of Requested Action numbers one and two, authorize the Department of Justice to enter into an agreement with Chen and Ho LLC (vendor #157193) in an amount not to

exceed \$2,975.00 to provide lunches and refreshments during the two-day seminar, effective upon Governor and Council approval through December 11, 2013. 100% transfer from other agencies (Federal).

#### EXPLANATION

Although there are numerous factors that contribute to a fatal crash, alcohol and/or drugs continue to be the predominate factors. In order to successfully prosecute a criminal case stemming from such a crash, it is imperative that the crash be thoroughly investigated by knowledgeable law enforcement officials, and translated into a well-developed criminal case which is the foundation of prosecution. Due to the rural nature of the state, traffic safety violations are generally investigated and prosecuted by local law enforcement agencies. As such, regular professional training for these agencies is crucial.

This request will allow the Department of Justice to conduct a two-day motor vehicle homicide course, focusing on blood testing in motor vehicle crashes, investigative traffic accident procedures, applicable laws, and prosecution and trial techniques. This year the focus of the seminar will be on occupant position, toxicology and felony blood draws, as well as case and court preparation including evidence preservation. The course will be offered to certified, full-time officers who are actively involved in the investigation of motor vehicle crashes, as well as local, county, and state prosecutors.

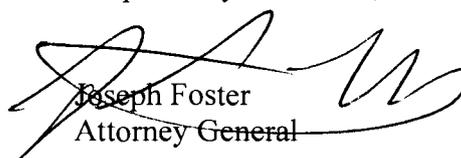
Expenses include training materials, speaker fees and meals/refreshments. A State of New Hampshire contract with Chen and Ho LLC in the amount of \$2,975 to provide the catering services is part of this request. Three bids for this service were received and Chen and Ho LLC was the lowest bid. Bids were obtained from Chen and Ho LLC, Capitol Deli, and Washington Street Deli (list attached). There will be two paid presenters and four presenters who will provide their services at no cost. Charles Schack, President of Crash Experts, Inc. will be paid a \$600.00 professional fee to include travel for a presentation on Evidence Preservation; Greg Sullenberger will be paid \$500.00 professional fee plus up to \$850.00 in travel expenses for a presentation on Occupant Kinematics. Additional presenters speaking at no charge include Colleen Scarneo, State Toxicology Laboratory, Assistant Attorney General Diana Fenton, Robert Letourneau, Department of Motor Vehicles and Kimberly Cabot of the Hooksett Police Department.

In the event that federal funds are no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions concerning this request.

Your consideration is greatly appreciated.

Respectfully submitted,

  
Joseph Foster  
Attorney General

**CONTRACTUAL AGREEMENT  
FOR HIGHWAY SAFETY PROJECT GRANT**

**For HSA Use Only**

State Of New Hampshire  
Highway Safety Agency  
78 Regional Drive, Building 2  
Concord, NH 03301-8530

Date Received August 12, 2013	Project Number #308-14S-002
Date Approved August 13, 2013	PSP and Task # 14-02, 06

**Part I**

1. Project Title JB McDuffee Prosecutorial Seminar	2. Type of Application (Check One) <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revision <input type="checkbox"/> Continuation
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3. Applicant	
A. Name of Agency NH Department of Justice	DUNS Number 808591127
B. Address of Agency 33 Capitol Street Concord NH 03301-6310	
C. Government Unit (Check One) <input checked="" type="checkbox"/> State <input type="checkbox"/> City/Town <input type="checkbox"/> County <input type="checkbox"/> Other (specify):	D. Name Address of Governmental Unit State of New Hampshire Concord, NH 03301

4. Contract Duration	Functional Area AL - Alcohol in Relation to HS
A. Contract Period	CFDA# 20.600
Start Date: October 1, 2013	Program Title State & Community Highway Safety
Termination Date: December 31, 2013	Funding Source National Highway Traffic Safety Administratio

**6. Description of Project (Describe in detail in Schedule A) and Source of Funds**

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services					
b. Current Expense	\$9,149.00	\$9,149.00			
c. Equipment					
d. Indirect Costs Audit	\$823.41	\$823.41			
e. Contractual Services					
f. Other					
Total Estimated Costs Including Non-Federal Share	\$9,972.41	\$9,972.41			

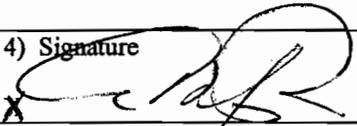
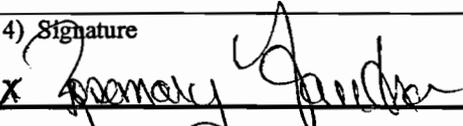
7. Local Benefit: It is anticipated that the federal share for local benefit will be: <u>100% (\$9,972.41)</u>
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Part II

BUDGET AND PERSONNEL DATA		
a. Personnel Services		
*See Proposed Solution (page 3) for explanation of pay rates		
b. Current Expenses See attached		\$9,149.00
c. Equipment		
d. Indirect Costs and Audit Expense \$9,149.00 x 9 percent		823.41
e. Contractual Services		
f. Travel Expense		
Total		\$9,972.41

Part III

Acceptance of Conditions. It is understood and agreed by the undersigned that a grant received as a result of this contract is subject to the regulations governing grant which have been furnished (or will be furnished upon request) to the applicant.

A. Project Director		
1) Name Ann M. Rice	2) Title Associate Attorney General Criminal Justice Bureau	3) Address 33 Capitol Street Concord, NH 03301-6397
4) Signature 		5) Telephone Number 271-1202
B. Authorized Official		
1) Name Rosemary Faretra	2) Title Director of Administration NH Department of Justice	3) Address 33 Capitol Street Concord, NH 03301-6397
4) Signature 		5) Telephone Number 271-1234

Part IV (For HSA Use Only)

1. Approval Date  August 13, 2013	2. Signature & Title   Peter M. Thomson, Coordinator NH Highway Safety Agency
3. Federal Funds Obligated by this Agreement:  \$9,972.41	

BUDGET				
Current Expenses – Estimated based on 100 participants/day				
Meal Expenses:				
AM Coffee/snack: \$450 x 2 days		\$ 900.00		
AM Break: \$200 x 2 days		400.00		
Lunch: \$800 x 2 days		1,600.00		
PM Break: \$250 x 2 days		500.00	\$3,400.00	
Materials and Miscellaneous Expenses				
Printing - tabs		\$ 400.00		
Printing - text		1,000.00		
Binders		250.00	1,650.00	
Instructors Expenses				
IPTM		2,499.00		
Greg Sullenberger, Crashteam		1,600.00	4,099.00	
	Sub-Total			\$9,149.00
Indirect Cost				
\$9,149.00 x 9 percent				823.41
	Total			\$9,972.41

Subject: 2013 McDuffee Motor Vehicle Seminar 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.

Form with fields for State Agency Name, Contractor Name, Address, Phone, Account Number, Completion Date, Price Limitation, Signatures, and Approvals.

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials HS  
Date 10/16/2013

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

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

## **EXHIBIT A**

### **SCOPE OF SERVICE**

The Contractor will provide refreshments at the two (2) day training conference titled TSRP McDuffee Seminar 2013 (Traffic Safety Resource Prosecutor) to be held on December 10-11, 201. This includes the delivery of morning coffee, morning break refreshments (continental breakfast and coffee), boxed lunches and afternoon snack for up to 100 people on December 10 and December 11, 2013.

## **EXHIBIT B**

### **CONTRACT PRICE AND METHOD OF PAYMENT**

The contract price shall not exceed two thousand, nine hundred seventy five dollars (\$2,975.00) for the services identified in Exhibit A. The payment shall be made in full within two weeks of receiving the final invoice from the vendor.

## **EXHIBIT C**

### **SPECIAL PROVISIONS**

Insurance and Bond – 14.1.1.

Section 14.1.1 of the contract is amended to require insurance of \$1,000,000 General Liability for each occurrence.

# 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 Chen and Ho LLC is a New Hampshire limited liability company formed on February 16, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of October, A.D. 2013

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, the undersigned officer of Chen + Ho LLC,  
(Enter name of Corporation)

certify that as of 10-16-13, 2013, that Hsueh Schafer  
(Name of Person Signing Contract)

is authorized to enter into a contract agreement with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. This resolution has not been amended or revoked, and remains in full force and effect as of the date hereof.

[Signature]  
Signature of Officer

Shawn Schafer  
Printed Name of Officer

Member  
Title

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2013,

By Shawn Schafer.  
(Name of Person signing above)



(NOTARY SEAL)

[Signature]  
Notary Public/Justice of the Peace

Commission Expires 10/3/2017

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).

<b>PRODUCER</b> Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	<b>CONTACT NAME:</b> Donna Beaudoin <b>PHONE (A/C, No, Ext):</b> 603 225-6611 <b>E-MAIL ADDRESS:</b> dbeaudoin@davistowle.com	<b>FAX (A/C, No):</b> 603-225-7935
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Chen and Ho, LLC dba In a Pinch Bakery & Cafe 20 Forest Street Concord, NH 03301	<b>INSURER A :</b> Acadia Insurance Co.	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		BOA504544511	04/16/2013	04/16/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$	
A	AUTOMOBILE LIABILITY		CAA504398211	04/16/2013	04/16/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" 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                      OCCUR							
EXCESS LIAB                      CLAIMS-MADE							
DED                      RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCA504229611	04/16/2013	04/16/2014	WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT	\$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y				E.L. DISEASE - EA EMPLOYEE	\$100,000
		N/A				E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**\*\* Workers Comp Information \*\***  
**Proprietors/Partners/Executive Officers/Members Excluded:**  
 Hsueh Schafer, Member of LLC  
 Shaun Schafer, member llc

<b>CERTIFICATE HOLDER</b> State of New Hampshire - Department of Justice 33 Capitol Street Concord, NH 03301	<b>CANCELLATION</b> 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 

Bids received for catering services for the December 2013 McDuffee Motor Vehicle Seminar:

Washington Street Catering     \$3,325.00

Capitol Deli     \$3,823.54

In A Pinch Café and Bakery     \$2,975.00

**2013 JAY MCDUFFEE MOTOR VEHICLE SEMINAR**

**AGENDA**

Police Standards and Training, Concord, NH  
December 10th & 11th, 2011

**Tuesday December 10, 2013**

- 8:00 – 8:30     **Registration** Police Standards and Training—Tactical Center
- 8:30 – 8:45     **Opening Remarks** Peter Thomson, NH Highway Safety Agency
- 8:45 – 10:30   **Determining Occupant Position**  
Greg Sullenberger, Crashteam Mid-Atlantic
- 10:30 – 10:45   Break
- 10:45 – 12:30   **Determining Occupant Position**  
Greg Sullenberger, Crashteam Mid-Atlantic
- 12:30 – 1:30    Lunch (Provided)
- 1:30 – 2:15     **Drug Toxicology**  
Colleen Scarneo
- 2:15 – 2:30     Break
- 2:30 – 3:00     **Drug Toxicology**  
Colleen Scarneo
- 3:00 – 3:15     Break
- 3:15 – 4:00     **Discussion of Seizure Case Law & Case Law Update**  
Diana E. Fenton, Assistant Attorney General

-----Wrap-up for Day One-----

**2013 JAY MCDUFFEE MOTOR VEHICLE SEMINAR**

**AGENDA**

Police Standards and Training, Concord, NH  
December 10th & 11th, 2013

**Wednesday December 11, 2013**

8:30 – 9:00 **Registration:** Police Standards and Training—Tactical Center

9:00 – 9:15 **Welcome & Overview of the Day**

9:15 – 10:30 **Alcohol Ignition Interlock Devices**  
Robert Letourneau, DMV

**How To Prosecute an ALS Hearing**  
Kimberly Chabot, Hooksett Police Department

Charles Schack, Crash Experts, Inc.

**Occupant Kinematics**  
Greg Sullenberger, Crashteam Mid-Atlantic

10:30 – 10:45 Break

10:45 – 12:00 **Alcohol Ignition Interlock Devices**  
Robert Letourneau

**How to Prosecute an ALS Hearing**  
Kimberly Chabot, Hooksett Police Department

Charles Schack, Crash Experts, Inc.

**How to Testify to SFSTs in Court**  
Michael Pelletier, New Hampshire State Police

12:00 – 1:00 Lunch (Provided)

1:00 – 2:15 **Felony Blood Draw Training**  
Diana E. Fenton, Assistant Attorney General

2:15 – 2:30 Break

2:30 – 4:30 **Felony Blood Draw Training**  
Diana E. Fenton, Assistant Attorney General

-----Evaluations and Wrap-up-----