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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

MICHAEL A. DELANEY
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

March 8, 2013

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

SOLE SOURCE

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to amend a **sole source** contract with Marie Labrie of Tamworth, NH 03886, (Vendor #209967) by increasing the contract by \$2,394 from the original amount of \$41,600 to \$43,994 for the purpose of providing assistance to attorneys and investigators in the areas of condominium and land sales review and registration from the period of Governor and Council approval through June 30, 2013. 100% Other (Consumer Escrow Account).

Funding is available in account #02-20-20-200510-2611, Department of Justice, Consumer Bureau.

<u>Class</u>	<u>Description</u>	<u>SFY '13</u>
046-500464	Consultants – Gen. Consultants non-benefited	\$2,394

EXPLANATION

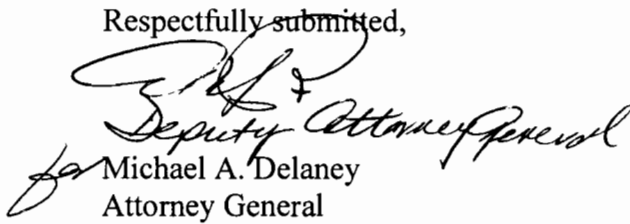
The agreement is a sole source request because Ms. Labrie has been performing these functions for the past few years. She performs a very specific role in the Consumer Bureau, reviewing the condominium and land sales registration applications to ensure completeness and conformity to law, and drafting detailed letters of deficiency citing applicable law or rules. This additional amount will allow Ms Labrie to work on the backload of cases that has been accumulating.

Ms. Labrie is very knowledgeable about this area of law. She is very diligent and has high standards.

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

Your consideration is greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael A. Delaney". The signature is written in a cursive, flowing style. Below the signature, the text "Deputy Attorney General" is written in a smaller, more formal script. To the left of the signature, the word "for" is written in a cursive script.

Deputy Attorney General
for Michael A. Delaney
Attorney General

MAD/k
#873278

STATE OF NEW HAMPSHIRE
DEPARTMENT OF JUSTICE
CONTRACT AMENDMENT

This amendment (hereinafter called the Amendment) is by and between the Department of Justice and Marie Labrie (hereinafter called the Contractor).

WHEREAS, pursuant to an Agreement (hereinafter called the Contract), approved by the Governor and Council on July 13, 2011, item #15, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract, and in consideration of payment by the Department of Justice of certain sums specified therein:

WHEREAS, pursuant to the provisions of paragraph 18 of the Contract, the Contract may be amended, waived or discharged by written instrument executed by the parties thereto;

WHEREAS, the Contractor and the Department of Justice have agreed to amend the Contract in certain aspects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract, and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract

B. General Provisions: Block 1.8, to increase the contract by \$2,394 (from \$41,600 to \$43,994). To add 9 hours per week for the remaining 14 weeks of FY 2013.

2. Effective Date of Amendment

This Amendment shall take effect upon the approval of the Governor and Council.

3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties hereunder, shall remain in full force and effect with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties set their hand as of the day and year first

Marie Labrie 3/8/13
Marie Labrie Date

Rosemary Faretra 3-8-13
Rosemary Faretra Date
Director of Administration

Approved by the Attorney General (Form, Substance and Execution)

Mike. Brun 3/8/13
Attorney Date

7/13/11
#15

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

MICHAEL A. DELANEY
ATTORNEY GENERAL



June 30, 2011

His Excellency Governor John H. Lynch
And the Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a **SOLE SOURCE** agreement with Marie Labrie, 514 Silver Pine Lane, Tamworth, NH 03886, in the amount of \$41,600 (Vendor #209967) to provide assistance to attorneys and investigators in areas of condominium and land sales review and consumer compliant review from the period of Governor and Council approval through June 30, 2013. 100% Other (Consumer Escrow Account).

The funds are available in account #02-20-20-200510-2611-046-500464 Department of Justice, Consumer Bureau as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

<u>Class</u>	<u>Description</u>	<u>FY 12</u> <u>Amount</u>	<u>FY 13</u> <u>Amount</u>
046-500464	Gen. Consultants – non benefited	\$20,800	\$20,800

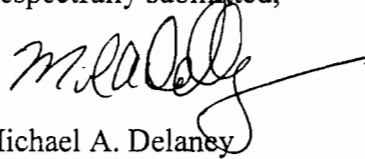
EXPLANATION

This request is sole source because Ms. Labrie has been performing these functions on a part time basis for the Department for the last two years. This is a very specific role in the Bureau tasked with reviewing the condominium and land sales registration applications to ensure completeness and conformity to law, and drafting detailed letters of deficiency citing applicable law or rules. She is very knowledgeable about this area of law and is very diligent and has high standards. It is important that the Bureau maintain continuity of these functions.

Please let me know if you have any questions.

Thank you for your consideration of this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Delaney", with a long horizontal flourish extending to the right.

Michael A. Delaney
Attorney General

MAD/k
#634057

Subject:

Contract - Marie Labrie

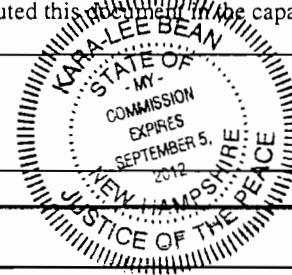
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Justice		1.2 State Agency Address 33 Capital Street	
1.3 Contractor Name Marie Labrie		1.4 Contractor Address 514 Silver Pine Lane, Tamworth, NH 03886	
1.5 Contractor Phone Number (603) 367-1021 <i>me</i> 767-7587	1.6 Account Number 2611-046-500464	1.7 Completion Date June 30, 2013	1.8 Price Limitation \$1,600
1.9 Contracting Officer for State Agency James Boffetti		1.10 State Agency Telephone Number 271-0302	
1.11 Contractor Signature <i>Marie M. Labrie</i>		1.12 Name and Title of Contractor Signatory <i>Marie M. Labrie, Paralegal</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/22/11</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Kara-Lee Bean</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Kara-Lee Bean, Justice of the Peace</i>			
1.14 State Agency Signature <i>Rosemary Faretra</i>		1.15 Name and Title of State Agency Signatory Rosemary Faretra, Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Karen D. Hunt</i> Director, On: <i>6/30/11</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>W. K. B.</i> On: <i>6/29/11</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

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

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 Services

To provide assistance to attorneys and investigators in areas including legal research, trial preparation, condominium and land sales review, and consumer complaint review for the Consumer protection and Antitrust Bureau.

Includes but not limited to the following:

Reviews and examines condominium and land sales applications and identifies any deficiencies.

Drafts letters of deficiencies to declarant or subdivider regarding deficiencies and/or omitted fees.

Monitors LOD deadline compliance.

Issues notice of filing to the declarant or subdivider within the statutory time frame.

Prepares files for public inspection by reviewing condominium and land sales application files for confidential matters, which are removed pursuant to statutory requirements.

Assist in trial preparation for land sales and condominium trials.

Receives and reviews oral and written inquiries from citizens, attorneys, businesses and others.

EXHIBIT B

Contract Price, Method of Payment and Terms of Payment

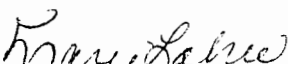
1. Payment for services will be \$19.00 per hour, not to exceed 20 hours per week through June 30, 2013.
2. Total payments will not exceed \$41,600 for the two-year period.
3. The contractor shall submit time sheets on a bi-weekly basis.
4. The Department of Justice may terminate this contract at any time without cause.
5. The contractor may terminate this contract with a 30-day notice.

The Department of Justice shall reimburse the contractor within five business days from the date of receiving the invoice.

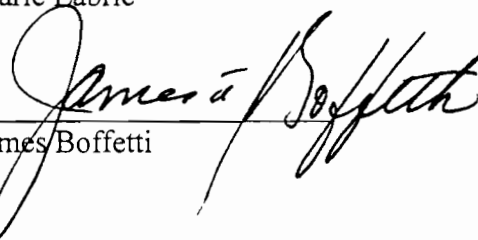
EXHIBIT C

Other Provisions

1. Section 7.1, 7.2, 13, and 14 of the General Provisions do not apply to this contract.
2. In the performance of this agreement, the Contractor is in all respects an independent contractor. The Contractor will not receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
3. The Contractor waives any rights to and declines to accept any benefits, including but not limited to health insurance and participation in the NH Retirement System, she might be entitled to receive if she were to be considered a full time State Employee.


Marie Labrie

6/22/11
Date


James Boffetti

6/22/11
Date