



Sheriff Christopher D. Connelly  
Chairman

0 APR 20 '23 AM 10:48 RCU  
**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

April 19, 2023

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

**REQUESTED ACTION**

Authorize the New Hampshire Police Standards and Training Council (NHPSTC) to enter into a **SOLE SOURCE, RETROACTIVE** contract with FrenchMT Consult, LLC, Manchester, NH (Vendor Code [ *pending* ]) for \$60,000 to provide the New Hampshire Police Standards and Training Council ("PSTC")/the New Hampshire Law Enforcement Accreditation Commission (the "Commission") consulting services to facilitate the administration and growth of the accreditation program in the role of Program Manager, with the option to renew for an additional year, effective upon Governor and Council approval retroactive to April 3, 2023 through August 31, 2023. **100% Federal Funds.**

Funding is available in account Law Enforcement Accreditation as follows:

	<u>FY2023</u>
06-87-87-08700-35150000-046-500464-Consultants	\$60,000.00

**EXPLANATION**

On June 16, 2020, the Governor issued Executive Order 2020-11, which established the New Hampshire Commission on Law Enforcement Accountability, Community, and Transparency (the "LEACT Commission"). On August 31, 2020, the LEACT Commission issued its final report, which included 48 recommendations for reforms that the Commission deemed necessary to enhance transparency, accountability, and community relations in law enforcement.

On September 17, 2020, the Governor endorsed all the recommendations of the LEACT Commission and put forward a roadmap for implementation of each of the recommendations. One of these recommendations included the pursuit of accreditation by New Hampshire law enforcement agencies based on nationally accepted standards.

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

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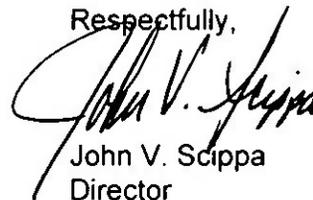
On February 16, 2022, the Governor and Executive Council authorized the NH Department of Justice to enter into subgrants in the amount of \$100,000 from the US Department of Justice, Office of Community Oriented Policing Services, Community Policing Development Accreditation Program with the Police Standards and Training Council in the amount of \$75,000, and the NH Association of Chiefs of Police in the amount of \$25,000, to be used toward accreditation (Item #129).

On July 25, 2022, the Governor issued Executive Order #2022-06, creating the New Hampshire Law Enforcement Accreditation Commission to launch and oversee a statewide law enforcement accreditation program, which is administratively attached to the Police Standards and Training Council. The program requires the administration of extensive accreditation records and program tracking including the maintenance of standards and the application and evaluation of agencies throughout the accreditation process.

The reason that the contract is **SOLE SOURCE** is because a working group including the Police Standards and Training Council, the NH Association of Chiefs of Police, and additional stakeholders prepared for the official launch of the accreditation program in January 2023. Using the subgrant, the NH Association of Chiefs of Police had contracted with Retired Chief Mike French, an expert in accreditation with deep law enforcement experience in New Hampshire, to begin development of standards. The Police Standards and Training Council, along with these stakeholders, requests to continue working with the current expert.

The contract with the Chiefs of Police has expired, therefore this contract is **RETROACTIVE** to prevent interruption of progress since April 3, 2023, while FRENCHMT CONSULT, LLC was being formed by Retired Chief French. In addition to the development of accreditation standards and procedures, the contractor will also create program manuals, recruit and train assessors, market the program to New Hampshire law enforcement agencies, track applications, schedule and coordinate onsite reviews, and present reports to the New Hampshire Law Enforcement Accreditation Commission.

The Police Standards and Training Council plans to continue the program in the next biennium based on funding available.

Respectfully,  
  
John V. Scippa  
Director

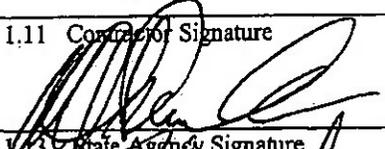
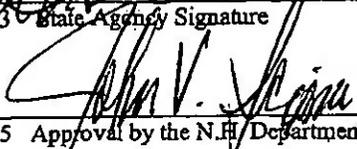
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Police Standards and Training Council, NH Law Enforcement Accreditation Commission		1.2 State Agency Address 17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name FRENCHMT CONSULT, LLC		1.4 Contractor Address 100 Seventh Avenue, Manchester, NH 03104	
1.5 Contractor Phone Number 603-493-5984	1.6 Account Number 06-87-87-08700-35150000- 046-500464	1.7 Completion Date August 31, 2023	1.8 Price Limitation \$60,000
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: 4/18/23		1.12 Name and Title of Contractor Signatory Michael T. French, <i>Site Member</i>	
1.13 State Agency Signature  Date: 4/19/23		1.14 Name and Title of State Agency Signatory John V. Scippa, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorrie A Rudis</i> Director, On: 4/19/2023			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Is/ Stacie M. Maesen</i> On: April 19, 2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

  
4/18/23

**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.

Contractor Initials

Date

  
4/18/23

## 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 – Special Provisions**

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following additions:

3.3 This Contract shall be effective retroactive to April 3, 2023.

3.4 The parties may extend the Contract for one (1) additional year from the Completion Date, contingent on satisfactory delivery of services, available funding, and agreement of the parties.

A.2 Provision 14, Insurance, is amended as follows:

14.1 The State shall procure or assist in the Contractor's procurement of and provide reimbursement for the Contractor to obtain and continuously maintain in full force the following insurance:

14.3 The Contractor shall furnish to or assist the Contracting Officer identified in block 1.9, or his or her successor, in obtaining certificate(s) of insurance for all insurance required under this Agreement. The Contractor shall also furnish to or assist the Contracting Officer identified in block 1.9, or his or her successor, in obtaining 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.

  
4/3/23

## Exhibit B – Scope of Services

- B.1 The Contractor shall provide the New Hampshire Police Standards and Training Council (“PSTC”)/the New Hampshire Law Enforcement Accreditation Commission (the “Commission”) consulting services to facilitate the administration and growth of the accreditation program in the role of Program Manager.
- B.2 The Contractor shall:
- B.2.1 Develop a timeline with milestones for the accreditation program and provide updates and guidance to the Commission.
  - B.2.2 Facilitate the adoption and ongoing maintenance of accreditation standards in the accreditation software system.
  - B.2.3 Monitor and provide updates to the Commission on national and state level accreditation standards and procedures through research and participation in accreditation associations.
  - B.2.4 Create program materials including but not limited to manuals, the assessor evaluation form, and the program evaluation form.
  - B.2.5 Assist in the recruitment and management of assessors and develop and facilitate assessor training.
  - B.2.6 Create materials and participate in educational programs for agencies and promotional outreach.
  - B.2.7 Attend an on-site visit when a new agency applicant enters the program to meet with the Chief and view facilities to identify any areas of concern.
  - B.2.8 Maintain monthly communications with agencies through the onsite assessment process and Commission review.
  - B.2.9 Schedule onsite review, receive reports, and coordinate applicant and ongoing participant agency review before the Commission.
  - B.2.10 Collaborate with PSTC staff in the administration of fees and contracts for the accreditation program.
  - B.2.11 Research and apply for grants on behalf of the Commission and in coordination with partner and participating agencies, including but not limited to those available through the United States Department of Justice Office of Community Oriented Policing Services.
  - B.2.12 Perform additional services as requested by the Commission and required for the accreditation program.

  
4/18/23

- B.3 PSTC shall not dictate the hours worked by the Contractor, except to require that work be completed by specific deadlines and the Contractor may be expected to attend certain meetings and onsite visits. The Contractor shall perform this work remotely from his own home office or at PSTC.
- B.4 PSTC through the New Hampshire Department of Information Technology shall provide the Contractor with a laptop computer and email account exclusively for the provision of services under this contract and not for any other purpose. The Contractor is solely responsible for the cost of equipment and utilities for his home office location.
- B.5 It is expressly understood by the Parties that the Contractor shall perform the services under this Contract based on his expertise and no further training shall be required to be provided to the Contractor by PSTC.
- B.6 The Contractor shall not subcontract any work under this Contract.
- B.7 Additional Terms: Records and Data
- B.7.1 The State shall retain ownership of and rights to any and all original materials produced, including but not limited to standards, procedures, forms, evaluation materials, and promotional materials.
- B.7.2 The Contractor shall maintain electronic and/or physical records reflecting all costs and other expenses incurred, and all income received or collected, by the Contractor in the performance of the contract.
- B.7.3 The Contractor shall comply with all federal and state laws, regulations, and policies to ensure the protection of confidential data.
- B.7.4 During the term of this Contract and the applicable period of retention, PSTC and designated representatives shall have access to all reports and records maintained pursuant to the contract for purposes of audit and examination.

  
4/18/23

**Exhibit C – Payment Terms.**

- C.1 The price limitation of this Contract is \$60,000.
- C.2 Payment shall be made based on an hourly reimbursement rate of \$40.00 per hour.
- C.3 The Contractor shall submit a monthly invoice in a form satisfactory to PSTC by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure that the invoice is completed, dated, and returned to PSTC to initiate payment. The Contractor shall submit invoices electronically to [businessoffice@pst.nh.gov].
- C.4 The Contractor shall submit a single and separate itemized invoice to PSTC for all hours worked from April 3, 2023, to the approval of this contract by the Governor and Executive Council.
- C.5 The State shall make payment to Contractor within thirty (30) days of receipt of such invoice, subject to approval of the submitted invoice and sufficient funds available.
- C.6 The final invoice shall be due to PSTC no later than forty-five (45) days after the contract completion date specified in Block 1.7 of the Form P-37.
- C.7 Funding under this agreement may be withheld by the State, in whole or in part, in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

  
4/8/23

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FRENCHMT CONSULT LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 31, 2023. 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: 927946

Certificate Number : 0006207018



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

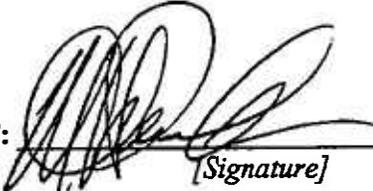
**Certificate of Authority – LLC/ Sole Member**

I Michael T. French, hereby certify that I am the sole member of  
[Name]

FRENCHMT CONSULT, LLC, a limited liability company under RSA 304-C.  
[Name of LLC]

I certify that I am authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC and that this authorization shall remain valid for thirty (3) days from the date of this Corporate Resolution.

DATED: 4/18/23

ATTEST:   
[Signature]

Michael T. French, Sole Member  
[Name and Title]