



# 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

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Sheriff Christopher D. Connelly  
Chairman

May 28, 2024

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 **RETROACTIVE** contract with Dirigo Safety, LLC – Auburn, ME (Vendor Code 489614) in the amount of \$134,322 to provide the New Hampshire Police Standards and Training Council, and 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 two additional two year periods, effective upon Governor and Council approval for the period of June 1, 2024 through June 30, 2026. **100% General Fund.**

Funding is available in the following account, Law Enforcement Accreditation, for Fiscal Years 2024 and 2025 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY2024</u>	<u>FY2025</u>
06-87-87-870510-35150000-046-500464	\$63,322	\$71,000

### EXPLANATION

This request is **RETROACTIVE** due to difficulties getting the required RFP negotiations and paperwork completed prior to the last meeting in May to allow the contract vendor to begin work on June 1, 2024. The final contract awarded to Dirigo, LLC exceeds the amount originally proposed by the vendor because the vendor did not include travel costs and other business expenses in the proposal, and the vendor agreed in negotiations to limit its other business activities (specifically that it would not acquire New Hampshire accreditation management clients) to reach a conflict of interest protocol satisfactory to the State. The Commission has been without a program manager since the sudden passing of the previous contracted vendor last fall and urgently needs these services to continue the program.

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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.

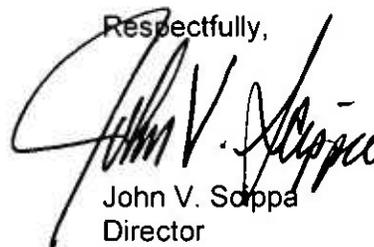
On September 17, 2020, the Governor endorsed all the recommendations of the LEACT Commission and put forward a roadmap for implementation of each of the recommendations. One of these recommendations included the pursuit of accreditation by New Hampshire law enforcement agencies based on nationally accepted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

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. 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 Commission.

We respectfully request that you approve this service contract.

Respectfully,



John V. Soppa  
Director

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**Proposal Specification**

There were two submissions for New Hampshire Law Enforcement Accreditation Program Management, Dirigo Safety, LLC and Keri Wareing. Proposals were scored based on three categories: Vendor Qualifications and Experience (40%), Specifications of Work to be Performed (30%), and Cost Proposal (30%). Those participating in the proposal process were Retired Chief Ron Ace, Dr. Jeffrey S. Czarnec, and Associate Attorney General Matthew Broadhead, Hollis Police Chief Joseph Hoebeke, and PST Director John V. Scippa.

**The proposals and scores were as follows:**

		<b>VENDORS</b>	
		<b>Dirigo Safety, LLC</b>	<b>Keri Wareing</b>
<b>CATEGORIES</b>	<b>Maximum Points Available / %</b>	<b>Awarded Points</b>	<b>Awarded Points</b>
Vendor Qualifications and Experience	40 points 40%	40	20
Specifications of Work to be Performed	30 points 30%	30	20
Cost Effectiveness: Overall Cost Competitiveness of the Proposal (Vendor's Price Score = Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score	30 points 30%	30	11.86
<b><u>TOTAL POINTS</u></b>	<b><u>100</u></b>	<b><u>100</u></b>	<b><u>51.86</u></b>
Price Quote (32 months)		\$121,000.00	\$306,013.33
Rank		1	2

**Scoring Committee**

**Retired Chief Ron Ace** – Ron Ace served with the Concord, CA Police Department for over 30 years, retiring as the Chief of Police in 2005. From 2008 -2011 he served as the Chief of Police of the Hayward, CA Police Department. Chief Ace also served as a Commissioner with the Commission on Accreditation for Law Enforcement Agencies (CALEA) from 2002 – 2007. Chief Ace has a bachelor's degree in public administration from Saint Mary's College of California. He currently serves as a member of the New Hampshire Supreme Court Attorney Discipline Office, Professional Conduct Committee, and on the New Hampshire Law Enforcement

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Accreditation Commission. Chief Ace is also a veteran of the United States Marine Corps, having served from 1967 -1971.

**Dr. Jeffrey Czarnec** – Jeffrey Czarnec served with the City of Manchester, N.H. Police Department from 1979 to 2002. He embarked upon his second career as an assistant professor of Criminal Justice for Hesser College, where he had served as an adjunct since 1996. During his career as a Police Officer in the largest city north of Boston, he served as a juvenile investigator, SWAT entry-team member, Civil Disturbance Unit member, Undercover Narcotics/Vice detective, and as detective-in-charge of crimes against elder persons. He received his B.S. in Criminal Justice from Saint Anselm College, a Master of Science in Human Services Administration from Springfield College, and a Doctorate in Leadership Studies from Franklin Pierce University. His dissertation was a participatory study conducted over a three-year period with upper-echelon members of the Boston Irish Mafia/Whitey Bulger gang. He retired from his position as Associate Dean of Criminal Justice, Southern NH University Global and has authored several chapters for criminal justice textbooks, numerous published articles, has delivered several seminars at various national conferences, and continues to teach at four Universities. Dr. Czarnec presently serves on the New Hampshire Law Enforcement Accreditation Commission.

**Associate Attorney General Matthew Broadhead** – Matthew Broadhead, a member of the New Hampshire Bar, earned his Bachelor of Arts, cum laude, from The George Washington University in 2007, and his Juris Doctor, cum laude, from University of New Hampshire School of Law in 2010, where he was a graduate of the Daniel Webster Scholar Honors Program. He practiced law as an associate attorney at Burns, Bryant, Cox, Rockefeller & Durkin, P.A. from 2010 to 2014. Joining the Department of Justice in 2014, he initially served as an Attorney and Assistant Attorney General in the Transportation and Construction Bureau. He transferred to the Civil Law Bureau and was named head of the Election Law Unit in 2017. In April 2019, he was designated as a Senior Assistant Attorney General and Chief of the Transportation and Construction Bureau. In July 2023, he was promoted to the position of Associate Attorney General and appointed to serve as Director of the Division of Legal Counsel.

AAG Broadhead presently services as the Attorney General's designee to the New Hampshire Law Enforcement Accreditation Commission.

**Chief Joseph R. Hoebeke** – Joseph (Joe) Hoebeke began his career with the Hudson, New Hampshire Police Department in February 2001, graduating from the 125th session of the New Hampshire full-time Police Academy. He served with the Hudson Police Department in various capacities, achieving the rank of Patrol Sergeant. In March 2016, Joe joined the Hollis Police Department as the Executive Officer (Lieutenant) and Accreditation Manager, and in November 2017, he was promoted to Chief of Police. Chief Hoebeke holds a Bachelor of Arts Degree in Criminal Justice from Norwich University, and a Master of Science Degree in Justice Studies with a focus on Homeland Security and Public Policy from Southern New Hampshire University.

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He is also a veteran of the United States Army and serves on the New Hampshire Law Enforcement Accreditation Commission.

**Director John V. Scippa** – John Scippa, MSCJA, presently serves as the 6th Director of New Hampshire Police Standards and Training. During his 40-year law enforcement career, he has served in many capacities including police chief for the Town of Stratham NH. In 2019 John was hired as the Director of Police Academies for the Northern Essex Community College/Methuen Police Academy. In March of 2020, he returned to NH when he was appointed to his present position. As the Director of NHPST, John served on the New Hampshire Commission on Law Enforcement Accountability, Community, and Transparency. John presently serves on the Executive Board for the International Association of Directors of Law Enforcement Standards and Training, (IADLEST) and on the New Hampshire Law Enforcement Accreditation Commission.

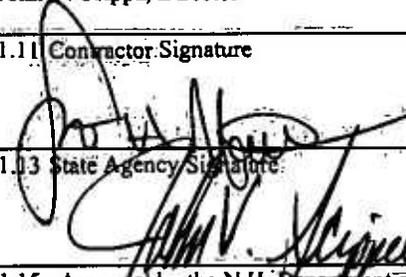
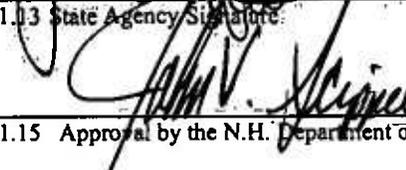
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION:**

1.1 State Agency Name New Hampshire Police Standards & Training		1.2 State Agency Address 17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name Dirigo Safety, LLC		1.4 Contractor Address 95 Main Street, Suite 3, Auburn, ME 04210	
1.5 Contractor Phone Number 207-838-3805	1.6 Account Unit and Class 06-87-87-870510-35150000-046-500464	1.7 Completion Date 6/30/2026	1.8 Price Limitation \$134,322.00
1.9 Contracting Officer for State Agency John V. Scippa, Director		1.10 State Agency Telephone Number 603-271-2133	
1.11 Contractor Signature  Date: 5/15/2024		1.12 Name and Title of Contractor Signatory SCOT H. MATTOX, CEO	
1.13 State Agency Signature  Date: 5/28/24		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: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 05/29/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 5/14/2024

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

*[Handwritten Signature]*  
5/15/2024

#### 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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. Paragraph 3, Effective Date/Completion of Services, is updated by adding the following new Section 3.4 as follows:

3.4 The parties may extend the Agreement for a maximum of two (2) additional two (2)-year periods, up to a total of four (4) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

A.2. Paragraph 7, Personnel, is updated by adding the following new section 7.3 as follows:

7.3 The Contractor warrants that all personnel engaged in the Project shall adhere to the Conflict of Interest provisions as defined in Exhibit B, Scope of Services.

A.3. Paragraph 9, Termination, is updated by adding the following new Section 9.3 as follows:

9.3 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Contractor.

A.4. The following Provisions are added to the Form P-37:

### 27. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement and the documents incorporated herein, the following Order of Precedence shall govern.

- i. State of New Hampshire, Police Standards and Training Contract.
- ii. State of New Hampshire, Police Standards and Training Request for Proposals for Accreditation Program Management, RFP PSTC-2024-001
- iii. Dirigo Safety, LLC Response to RFP PSTC-2024-001

**EXHIBIT B – SCOPE OF SERVICES**

B.1. **Personnel:** The Contractor designates the below-listed key personnel for performance under the Agreement. Notice and consultation regarding any change of assigned personnel must be provided to the Commission/PSTC to ensure appropriate staffing and uninterrupted performance under the Agreement.

- a. Richard Stillman – dedicated program manager
- b. James Willis – accreditation consultant
- c. Elliott Moya – accreditation consultant
- d. Keri Wareing – accreditation consultant
- e. Scot Mattox, Esq. – contract manager

B.2. **Contractor Technical and Time Requirements**

- a. Expertise with PowerDMS and PowerStandards Management, Microsoft suite, Adobe, and Sharepoint
- b. Attend in-person Accreditation Commission Meetings, Commission subcommittee meetings, and meetings with PSTC
- c. Attend in-person agency orientation, training, and assessments
- d. Attend time-sensitive (even next-day) meetings in New Hampshire, in person or remote as dictated by the Commission/PSTC
- e. Monitor communications and respond daily
- f. Supply all equipment required to fulfill the contractual terms and responsibilities (e.g., automobile, laptop, etc.)
- g. Create and implement curriculum and lesson plans on training for Accreditation Managers, Accreditation Assessors, and other topics as needed
- h. Submit regular itemized invoices for services
- i. Interpret and apply state and federal statutes and regulations pertaining to law enforcement accreditation and practices
- j. Synthesize data and utilize that information in developing planning strategies and actions

B.3. **Statement of Work and Milestones:** The Contractor shall provide daily program management services to facilitate the successful administration and growth of the Accreditation Program.

<u>Service to be Performed</u>	<u>Timeline/Milestones</u>
Dedicated program manager shall maintain daily communications with the Commission and PSTC, as well as enrolled agencies and assessors, including managing information and working with agencies enrolled in the program.	Daily
Dedicated program manager must work on-site at PSTC at least one (1) full consistent day each week on a schedule approved by the Director of PSTC.	Weekly
Create a timeline with milestones for the Accreditation Program and provide updates and guidance to the Commission.	30 days and ongoing
Create and maintain a formal tracking document for the Commission to monitor and approve program participation.	30 days and ongoing
Dedicated program manager shall attend a monthly meeting with the Chair of the Commission in addition to any further meetings as required. At each	Monthly

Contractor Initials *SM*  
 Date *5/19/2024*

monthly meeting, the Contractor shall furnish a proposed schedule of activities subject to review and approval by the Chair and/or the Commission, as appropriate.	
Compile and disseminate to the Commission a monthly report of program management and State-level accreditation program activities in advance of and to be included in the agenda of Commission meetings.	Monthly
In coordination with the PSTC Business Office, prepare and provide monthly budget reports to the Commission, with itemized advanced requests for expenditures and appropriate accounting and documentation subsequent thereto.	Monthly
Facilitate the adoption and ongoing maintenance of accreditation standards, including but not limited to ongoing research, participation in the Standards Subcommittee, and publication in PowerDMS and the PSTC Accreditation website.	Ongoing
Monitor and provide updates to the Commission on national and state level accreditation standards and procedures through research and participation in accreditation associations and attendance at the Accrednet annual conference.	Monthly and as needed
Create program materials including but not limited to: manuals, the assessor evaluation form, the program evaluation form, and the accreditation certificate.	60 days
Assist in the recruitment of assessors and provide training to and daily management of assessors subject to the oversight of the Commission.	Ongoing
Create materials and proactively participate in educational programs for agencies and promotional marketing outreach including but not limited to email and social media marketing; flyer mailings; presentations or vendor tables at regional and State Chiefs meetings, conferences, and other events; organization of promotional events under the direction of the Commission/PSTC; and presentations at relevant Academy trainings.	30 days and as needed
Attend all NNEPAC meetings and other in-state conferences on behalf of the Accreditation Program as requested.	Ongoing
Organize, prepare, and facilitate classroom and online training regarding the Accreditation Program with the assistance of the Commission and PSTC curriculum and training staff.	60 days and as needed
Create official correspondence on behalf of the Commission.	30 days
Schedule onsite assessments, receive reports, and coordinate applicant and ongoing participant agency review before the Commission.	90 days and ongoing
Maintain communications with agencies through the onsite assessment process and Commission review.	90 days and ongoing
Dedicated program manager shall review assessor reports and provide accreditation recommendations for presentation to the Commission.	180 days and as needed

Maintain all records of the Accreditation Program available at any time for review and audit by the Commission and PSTC. Hard-copy records shall be housed at PSTC and a copy of all electronic records provided to the Commission/PSTC upon the conclusion of the Agreement.	Commencement of contract and ongoing
Collaborate with PSTC staff in the administration of fees and contracts for the Accreditation Program.	Ongoing
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 through the New Hampshire Department of Justice.	180 days and ongoing
Fulfill ongoing reporting requirements and, as needed, requests for changes or other consideration on behalf of the Commission during the administration of awarded grants.	30 days and ongoing
Provide training and ongoing information and support to the PSTC Accreditation Law Enforcement Training Specialist (LETS) regarding both the Accreditation Program and PSTC's efforts to obtain and maintain academy accreditation.	90 days and as needed
Perform additional services as requested by the Commission or PSTC and required for the Accreditation Program.	As needed

**B.4. Responsibilities of the Commission/PSTC**

- a. Provide access to the Accreditation Program PowerDMS account
- b. Forward all appropriate inquiries regarding the Accreditation Program to the program manager
- c. Assist in providing trained assessors for onsite assessments that have been requested by an agency or the program manager
- d. Provide updated Accreditation Program manuals (electronic) for agencies and assessors
- e. Provide a workspace for the program manager at PSTC for the weekly day on-site and as needed to complete program deliverables

**B.5. Conflict of Interest: The Contractor shall comply with the following protocol:**

- a. Policy development services
  - i. Known prior and current New Hampshire law enforcement client agencies:
    1. Moultonborough Police Department
    2. Alstead Police Department
    3. Cheshire County Sheriff's Office
    4. Meredith Police Department
    5. Walpole Police Department
  - ii. The dedicated program manager and accreditation consultants shall not participate in policy development marketing, sales, or service contracts with New Hampshire law enforcement agencies during the pendency of this Agreement.
  - iii. The Contractor shall provide notice to the Commission and PSTC of any new policy development clients among New Hampshire law enforcement agencies obtained during the pendency of this Agreement.

*SM*  
5/15/2014

- b. **Accreditation management services**
  - i. **Known prior and current New Hampshire law enforcement client agencies:**
    - 1. **Center Harbor PD**
  - ii. **The dedicated program manager and accreditation consultants shall not provide any accreditation management services to New Hampshire law enforcement agencies during the pendency of this Agreement.**
  - iii. **The dedicated program manager and accreditation consultants shall not participate in any assessments or accreditation determinations of agencies for whom the Contractor has at any time been engaged to provide program management. These responsibilities will be managed by the PSTC Accreditation LETS.**
  - iv. **The Contractor shall not enter any new contracts for New Hampshire accreditation management services during the pendency of this Agreement.**
- c. **Training services**
  - i. **The Contractor may continue to separately offer, conduct, and collect fees for training on any law enforcement topic, with the exception of New Hampshire Accreditation Assessor Training provided pursuant to this Agreement.**
- d. **Other New Hampshire accreditation-related products or services**
  - i. **Notice must be provided to the Commission and PSTC of any other accreditation-related engagements by the Contractor with New Hampshire law enforcement agencies not herein described prior to entering a contract or commencement of services and is subject to the approval of PSTC and adherence to appropriate protocol.**
- e. **Failure of the Contractor to comply with these provisions may result in immediate termination of the Agreement by the State. The State shall not be responsible for any further payments under this Agreement upon such notice of termination.**

Sn  
5/5/2024

**EXHIBIT C – PAYMENT TERMS**

- C.1. The Contractor will be paid at a rate of \$5,372.88 per month, for a total of no more than \$134,322.00 for the initial term effective approximately June 1, 2024, upon execution by Governor and Executive Council, and ending June 30, 2026 (approximately 25 months). This includes all costs and direct and indirect expenses incurred by the Contractor as a result of this Agreement.
- C.2. Payment will be made upon monthly invoice of the Contractor submitted within 30 (thirty) days after the end of each month.
- C.3. Invoices and billing inquiries shall be sent to businessoffice@pst.nh.gov.

Contractor Initials

Date

SM  
5/15/2024

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Scott MATTOX, hereby certify that I am a Partner, Member or Manager  
(Name)  
of Dialgo Safety, LLC a limited liability partnership under RSA 304-B,  
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or 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 partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATED: 5/12/2024

ATTEST: [Signature] G. MATTOX, ESQ.  
(Name & Title)  
Sole member  
owner  
CEO.

# 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 DIRIGO SAFETY, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on July 29, 2022. 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: 907595

Certificate Number: 0006668638



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of April A.D. 2024.

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

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Windham 745 Roosevelt Trail  Windham ME 04062	CONTACT NAME: C Windham PHONE (A/C, H, F): (207) 892-7996 FAX (A/C, No): (207) 892-8229 ADDRESS:  INSURER(S) AFFORDING COVERAGE	NAIC # 31003
INSURED DIRIGO SAFETY, LLC 95 Main St., Suite 3  AUBURN ME 04210	INSURER A: Tri-State Ins Co of Minnesota INSURER B: Acadia Ins Co. INSURER C: Union Insurance Company INSURER D: Certain Underwriters at Lloyd's London INSURER E: INSURER F:	31325 25844

COVERAGES CERTIFICATE NUMBER: Master 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.

INSH LTR	TYPE OF INSURANCE	ADDL. COVR (INSR, WVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ADV5372580-15	10/24/2023	10/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Privacy Breach/Cyber \$ 25,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		CUA5372583-15	10/24/2023	10/24/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCA5275900-17	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability		PSL0339563026	11/18/2023	11/18/2024	Each Occurrence 1,000,000 Aggregate 1,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

Workers' Compensation coverage is for ALL STATES EXCEPT ND, OH, WA, WV, WY.

CERTIFICATE HOLDER  State of New Hampshire, Police Training and Standards Council 17 Institute Dr  Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Melissa A Connell</i>
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