



Sheriff Christopher D. Connelly  
Chairman

# State of New Hampshire

## POLICE STANDARDS & TRAINING COUNCIL

Arthur D. Kehas

Law Enforcement Training Facility & Campus

17 Institute Drive, Concord, N.H. 03301-7413

603-271-2133 – Fax: 603-271-1785

TDD Access: Relay NH 1-800-735-2964

148



John V. Scippa  
Director

August 21, 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 contract with LensLock, LLC – Tampa, FL (Vendor Code 510857) to provide body worn cameras and associated equipment for police recruit training, with an option to renew the agreement for an additional 30 months, effective upon Governor and Council approval through December 31, 2026. There is no cost to the state for the contract.

### EXPLANATION

NHPSTC is the only training academy in New Hampshire for police recruits. NHPSTC trains and certifies approximately 210 new full-time police officers each year. Currently, recruits train at NHPSTC for 16 weeks involving both classroom and hands on training and scenarios. NHPSTC is requesting Governor and Council approval to contract with LensLock, LLC., which will provide NHPSTC with (16) body worn cameras and associated equipment at no cost for recruit training for the purpose of familiarizing the recruits with wearing and using body worn cameras as well as for the training staff to evaluate the scenario-based training.

We respectfully request that you approve this service contract.

Respectfully,

John V. Scippa  
Director

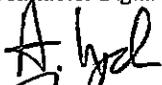
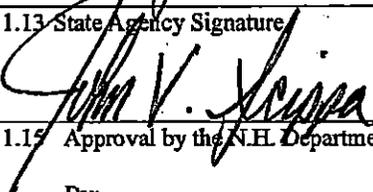
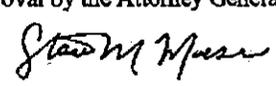
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Police Standards & Training		1.2 State Agency Address 17 Institute Drive, Concord, NH 03301	
1.3 Contractor Name LensLock, Inc.		1.4 Contractor Address 3550 Buschwood Park Dr., Suite 180, Tampa, FL 33618	
1.5 Contractor Phone Number 866-536-7562	1.6 Account Unit and Class N/A	1.7 Completion Date 12/31/2026	1.8 Price Limitation \$0
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: 08.14. 2024		1.12 Name and Title of Contractor Signatory Andrew Lynch, EVP 08.14.24	
1.13 State Agency Signature  Date: 8/21/2024		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: 08/21/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

**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 one (1) additional 30-month period contingent on satisfactory delivery of services, agreement of the parties, and approval of the Governor and Executive Council.
  
- A.2. 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, either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
  
- A.3. Paragraph 13, Indemnification, is updated by adding the following new section 13.1 as follows:
  - 13.1 Contractor's liability for damages will not exceed the coverage provided by Contractor's insurance policies in effect at the time of the claim and for the duration of the Agreement.

## EXHIBIT B - SCOPE OF SERVICES

- B.1. The Contractor shall provide Body Worn Camera Program Services to the New Hampshire Police Standards and Training Council (NHPSTC). The Contractor shall provide all labor, materials, transportation, supervision, and management of the project at NHPSTC. The Contractor shall provide hardware, software, and labor services to support an ongoing Body Worn Camera Service program to be utilized NHPSTC for the purpose of training NHPSTC students. NHPSTC will be provided access to upload content recorded on the cameras to LensLocker™ Digital Evidence Management System (DEMS), which can be accessed securely via any internet-enabled device, as well as all necessary training and support necessary to ensure successful performance of the body worn camera service.
- B.2. The Contractor shall provide and deliver the following items:
- a. Genesis I2 Body Worn Cameras (Quantity 16)
  - b. LensLock DS8 (8 cradle) Docking Stations (Quantity 2)
  - c. Mounting Options and Necessary Accessories (Quantity 16)
  - d. LensLocker™ Digital Evidence Management System User License (Quantity 16)
  - e. LensLock on-site configuration and training
- B.3. The Contractor shall configure all cameras and assign a unique ID. Cameras will be utilized by NHPSTC instructors and students for training exercise purposes. Should a camera be damaged, broken, or need replacement, the Contractor shall configure and deliver a replacement camera at no additional charge to NHPSTC.
- B.4. The Contractor shall deliver, fully install, and maintain all necessary docking stations required for the uploading of video data. New docking stations will be replaced and installed by LensLock as needed per camera configuration. LensLock shall provide any and all information required to log into the LensLocker™ portal.
- B.5. The Contractor shall provide full training during implementation and installation. Customer service shall be available throughout the term of the Agreement to respond to any of NHPSTC body worn camera service needs.
- B.6. NHPSTC will provide and maintain network connection within the Academy facility where the docking stations are located for optimal upload via said docking stations.
- B.7. Personnel
- a. The Contractor's point of contact for program management is: Arthur Ryan, LensLock Director of Law Enforcement Relations (LERT).
  - b. NHPSTC's point of contact for program management is: Captain Mark O'Brien, Bureau of Recruit Training.
- B.8. Data and Privacy
- a. Information obtained by the Contractor to establish Instructor (or default user) accounts shall be kept private and secure. Information shall not be disclosed to third parties ~~with~~ <sup>without</sup> prior written authorization from NHPSTC. *AL*
  - b. NHPSTC shall be the owner of all data collected using the Contractor's equipment and services. Upon the expiration or termination of this Agreement, NHPSTC shall have the right to download any and all data recorded during the Agreement term.

- c. The Contractor shall ensure the privacy and security of all NHPSTC data recorded and uploaded to the Online Platform Services. The Contractor shall not retain any NHPSTC video or audio stored on the Online Platform Services longer than ninety (90) days past the expiration or termination of this Agreement.
  - d. NHPSTC agrees to allow the Contractor the ability to view and use specific videos obtained during the program solely for quality assurance purposes. The Contractor shall not utilize any body worn camera recorded videos obtained from NHPSTC for any other purposes than those approved in advance and in writing by NHPSTC.
- B.9. The Contractor shall not use the NHPSTC name, logo, and/or other branding in promotion or marketing materials without the express written authorization for each use by NHPSTC. However, the Contractor may promote any publicity (e.g., social media post, press releases, website notices, television, other broadcast, etc.) released by NHPSTC about the body worn camera project.
- B.10. At the conclusion of the initial Agreement term, if the Agreement is renewed for an additional period of up to 30 months, the Contractor shall perform an evaluation to inventory the current state of equipment and replace equipment as required to ensure optimal uninterrupted performance.
- B.11. Upon expiration or termination of this Agreement, NHPSTC agrees to return all body worn camera equipment, and accessories and cradles, provided by the Contractor to the Contractor in a reasonable time and at the Contractor's expense.

**EXHIBIT C – PAYMENT TERMS**

C.1. The Contractor shall provide body worn camera services to NHPSTC as a donation and at no charge to NHPSTC for the duration of this Agreement, effective approximately August 30, 2024, upon execution by Governor and Executive Council, and ending December 31, 2026 (approximately 28 months). The services shall be provided at no cost or obligation to NHPSTC.

C.2. Total perceived value of services is estimated below.

Product or Service	Quantity	Sales Price	Price per Year
DSB Case	2.0	\$0.00	\$0.00
Body Worn Camera – Gen 12	16.0	\$899.00	\$14,384.00
Standard Accessories, Cables, and Clips (Set)	16.0	\$0.00	\$0.00
LensLocker™ Digital Evidence Management License	16.0	\$0.00	\$0.00
Installation and Ongoing Maintenance and Customer Support	[Included in Product Price]		

# State of New Hampshire

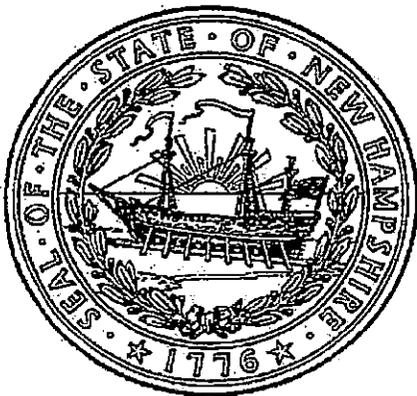
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LENSLOCK, INC. is a California Profit Corporation registered to transact business in New Hampshire on April 04, 2024. 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: 958872

Certificate Number : 0006664390



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2024.

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

David M. Scanlan  
Secretary of State

**ACTION BY UNANIMOUS WRITTEN CONSENT**

**OF THE BOARD OF DIRECTORS**

**OF**

**LENSLOCK, INC.**

December 24, 2021

Pursuant to Section 307(b) of the California Corporations Code (the "Code") and the Bylaws (as amended) of LensLock, Inc., a California corporation (the "Company"), the undersigned, constituting all the members of the Board of Directors of the Company (the "Board"), hereby adopt the following resolutions:

**Authority to Bind the Company**

**RESOLVED:** That the following person is an executive officer of the Company (the "Executive") and shall have the power and authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose. In furtherance thereof, all contracts, agreements and other documents or instruments affecting or relating to the business and affairs of the Company may be executed on the Company's behalf by the Executive pursuant this written consent. Such authority shall remain in place and active until such time as the Board revokes such authority.

Andrew J. Lynch

**RESOLVED FURTHER:** That all actions heretofore taken by the officers and directors of the Company with respect to the foregoing authority and all other matters contemplated by the foregoing resolutions are hereby approved, adopted, ratified and confirmed.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have executed this action by unanimous written consent of the Board of Directors effective as of the date first set forth above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This action shall be filed with the minutes of the proceedings of this Board of Directors. Any copy, facsimile or other reliable reproduction of this action may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction be a complete reproduction of the entire original writing.

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Jon Handy

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Lisa Handy

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Dale Stein



Digitally signed by Joel Weinstein  
DN: cn=Joel Weinstein, o, ou,  
email=jweinstein@raca.com,  
c=US  
Date: 2021.12.24 08:41:56 -0800

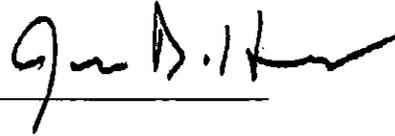
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Joel Weinstein

I hereby certify that said Action has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. 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, Andrew J. Lynch, currently occupies the position indicated and that they have full authority to bind the corporation.

DATED: 08/13/2024

ATTEST: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Jon D. Handy", written over a horizontal line.

Jon D. Handy (CEO)



L4INC-0003

LDING

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/13/2024

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).

<b>PRODUCER</b> License # 0C36861 San Diego-Alliant Insurance Services, Inc. 701 B St 6th Fl San Diego, CA 92101	<b>CONTACT NAME:</b> Carla Meksavanh <b>PHONE (A/C, No, Ext):</b> (619) 361-5582 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Carla.Meksavanh@alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #: <b>INSURER A:</b> Westchester Surplus Lines Insurance Company 10172 <b>INSURER B:</b> Crum & Forster Specialty Insurance Company 44520 <b>INSURER C:</b> Hartford Insurance Group 00914 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		G48716660 001	8/10/2024	8/11/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 EBL EACH CLAIM \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$			SEO-131738	8/11/2024	8/11/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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	N/A	72WECZQ6364	7/11/2024	7/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
NH Police Standards & Training is named as additional insured with respect to the General Liability.

<b>CERTIFICATE HOLDER</b>  NH Police Standards & Training 17 Institute Dr Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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