



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



John V. Scippa
Director

December 3, 2024

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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 contract with Daigle Law Group, LLC – Plantsville, CT (Vendor Code 275459) in the amount of \$70,000 to provide technical law enforcement model policies, effective upon Governor and Council approval through July 31, 2027. **100% Federal Funds.**

Funding is available in account Law Enforcement Accreditation as follows:

	<u>FY2025</u>
06-87-87-870510-35150000-046-500464	\$70,000

EXPLANATION

On July 15, 2022, the Governor issued Executive Order #2022-06, creating the New Hampshire Law Enforcement Accreditation Commission to launch and oversee a new statewide law enforcement accreditation program, which is administratively attached to the NHPSTC. In furtherance of the program, the Commission has requested that NHPSTC contract with a vendor to obtain model police policies. Governor and Council approved of a subaward between the Department of Justice and NHPSTC on September 25, 2024, item #171 to pay a vendor for the model policies.

NHPSTC released an RFP for model policies on August 19, 2024, and vendors were to submit proposals by September 20, 2024. Daigle Law Group was the only bidder. A committee was formed to vet the proposal, and the committee agreed that the proposal from Daigle Law Group would meet the needs of New Hampshire law enforcement.

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We respectfully request that you approve this service contract.

Respectfully,

A handwritten signature in black ink, appearing to read "Maxim F. Schultz". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Maxim F. Schultz
On behalf of
John V. Scippa
Director

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and the Honorable Council

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Bid Specification

This request for proposals (RFP) is issued by the New Hampshire Law Enforcement Accreditation Commission (NHLEAC) through the NHPSTC to solicit proposals and acquire a library of identified priority written policies that may present challenges for agencies with limited resources. The New Hampshire Law Enforcement Accreditation Program (NHLEAccred) and PSTC would maintain ownership of these documents and make them available to all New Hampshire Law Enforcement agencies to promote best practices and help them achieve excellence in the Law Enforcement field.

PSTC is interested in mapped model policies applicable to all New Hampshire law enforcement agencies, and requests model policy proposals in the following areas. The term "mapped" means that the standard(s) applying to a policy is clearly labeled for receiving agencies to determine compliance with a particular standard. These model policy areas are inclusive of those standards contained within the NH Law Enforcement Accreditation Program as well as the mandatory National Standards issued by the United States Department of Justice in May 2024 for Independent Credentialing Bodies. However, this list is not all inclusive. If a vendor wishes to submit a proposed model policy to PSTC not listed below, they may do so with the understanding that PSTC holds the exclusive right whether to consider, vet, or select the submitted topics.

- Recruitment and hiring that prioritizes hiring personnel who are representative of the communities they are sworn to serve.
- All elements and activities of the selection, hiring, and vetting processes for all officers. One of these activities requires the background investigation of each candidate for officer positions conducted prior to appointment.
- Performance evaluation of all officers and supervisors to be conducted and documented at least annually.
- Career development strategy for officers that encourages mentorship, promotes retention, and provides leadership development opportunities.
- Officer wellness
- De-escalation techniques when possible
- Use of force:
 - Prohibits the use of chokeholds and carotid (or vascular neck) restraints except where the use of deadly force is authorized by law;
 - Prohibits the use of deadly force to prevent the escape of a fleeing suspect unless the suspect poses an imminent danger of death or serious physical injury to the officer or another person;
 - Prohibits the discharge of firearms from a moving vehicle except in exigent circumstances. In these situations, an officer must have articulable reason for this use of deadly force;
 - Prohibits the discharge of firearms at a moving vehicle unless:

- A person in the vehicle is threatening the officer or another person with deadly force by means other than the vehicle; or 2. The vehicle is operated in a manner that threatens to cause death or serious physical injury to the officer or others, and no other objectively reasonable means of defense appear to exist, which includes moving out of the path of the vehicle.
 - Requires that a verbal warning to submit to the authority of the officer shall be given prior to the use of deadly force, if feasible and if to do so would not increase the danger to the officer or others;
 - Recognizes the inherent dangerousness of warning shots
 - Prohibits the use of deadly force against persons whose actions are a threat solely to themselves or property unless an individual poses an imminent danger of death or serious physical injury to the officer or others in close proximity.
- Affirmative duty to take reasonable steps to intervene
- Duty to take reasonable steps to request and/or render medical aid, as appropriate, where needed.
- In-service training, at least annually, on the agency's use of force policies, including legal updates and the affirmative duties to intervene and request and/or render medical aid.
- Early intervention system or other risk management tools
- Mechanisms for holding officers accountable for violating policies related to use of force, which includes timely and consistent discipline if warranted and appropriate due process protections for officers.
- Annual training on implicit bias and avoiding improper profiling based on the actual or perceived race, ethnicity, national origin, limited English proficiency, religion, gender, gender identity, sexual orientation, or disability of individuals.
- Effective procedures for receiving, investigating, and responding meaningfully to complaints alleging improper profiling or bias by law enforcement officers.
- Maintenance of records and safe execution of announced entries and limits the use of unannounced entries, often referred to as "no-knock entries," to those obtained through judicial authorization or if exigent circumstances arise.
- Collection of data regarding officer suicides, officer misconduct, use of force, officers killed and assaulted, crime incidents and deaths in custody.
- Strip and body cavity searches. The procedures should address the:
 - Authority for conducting strip and body cavity searches with and without a warrant;
 - Provisions for privacy and search by gender or gender identity and gender expression;
 - Provisions for circumstances involving juveniles; and
 - Reporting requirements.
- Continuous security measures and procedures for receiving all in-custody and evidentiary property obtained by employees into agency control.

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- In-car and/or body-worn cameras

Additional areas of interest for mapped model policies include:

- Code of conduct
- Require reporting misconduct of other law enforcement officers to appropriate entities
- Guarding against positional asphyxia for detainees
- Pursuits

The bidder was evaluated using the following criteria. Program Cost (30%), Vendor Qualifications and Experience (40%), and Specifications of Work to be Performed (30%).

Vendor	Daigle Law Group
Cost Effectiveness: Overall cost competitiveness of the proposal (30 Points 30%)	30
Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score	
Vendor Qualifications and Experience 40 points (40%)	40
Specifications of Work to be Performed 30 points (30%)	30
Grand Total (100 Points)	100
Price Quote	\$70,000
Rank	1

Proposals were evaluated by the following staff and commission members:

Chief Mark Chase – Chief Chase began his Law Enforcement career in 1990 in the United States Coast Guard where he served in many roles including Boat Coxswain, Boarding Officer, Law Enforcement Petty Officer, Command Duty Intelligence Specialist and a Presidential Security assignment. Prior to being honorably discharged he received the Coast Guard Achievement Medal. In 1995 Chief Chase was hired as a Police Officer for the Wakefield Police Department where he spent the next two years. During his tenure there he was chosen as the Officer of the Year. In 1997 he was hired as a part-time Police Officer for the Meredith Police Department and a full-time Police Officer for the Center Harbor Police Department. In 1999 Chief Chase was promoted to the rank of Sergeant. In 2004 he had the honor of being selected as the Chief of Police where he still serves today. During his career he obtained numerous

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instructor certifications and had the pleasure of being an adjunct instructor at the NH Police Academy teaching defensive tactics. Chief Chase was one of the original members of the Central NH Special Operations Unit and currently serves on the Executive Board of the Belknap Regional Special Operations Group. He is a graduate of the Justice System Training and Research Institute's Executive Command Training series and the FBI-LEEDA Command Institute for Law Enforcement Executives. Chief Chase has an Associate degree in Criminal Justice and is the past President of the Belknap County Chiefs of Police Association, the New Hampshire Association of Chiefs of Police and is the current 3rd Vice President of the New England Association of Chiefs of Police. He is honored to have been appointed by Governor Sununu to represent the departments with less than 10 Officers and serves as the Secretary for the New Hampshire Law Enforcement Accreditation Commission and also serves on the Police Standards and Training Council.

Major David G. Parenteau (Retired) – Dave joined PSTC in February 2018. He spent 33 years with the NH State Police, retiring as second in command. He holds a Bachelor's degree in Criminal Justice-Administration. He is currently overseeing the Standards Bureau at NHPSTC.

Lt. Sonya Robicheau – Lt. Robicheau has been in Law Enforcement since 2011. She has held various roles within the profession to include patrol, detective, School Resource Officer, and Sergeant. She held various certificates for instructor to include defensive tactics, expandable baton, ALICE, CRASE and RAD. Currently she holds the position of Accreditation Support and Management Specialist for NHPSTC.

Lt. Timothy Burt – Tim joined PSTC in April 2022 after retiring from the Dover Police Department with 24 years of service. He holds multiple national certifications in Crime Scene where he has instructed new officers and advanced courses.

Lt. Anna Croteau – Lt. Croteau has been in Law Enforcement since 2013 working in municipal, county, and state agencies. Her most recent work capacity is with Police Standards and Training, investigating Misconduct Reports that come in for the Conduct Review Committee. In addition to that, she also conducts audits of New Hampshire Law Enforcement Agencies in accordance with NH Administrative Rules.

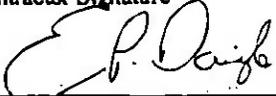
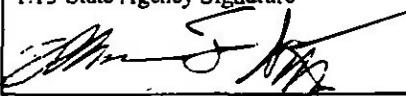
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Daigle Law Group, LLC		1.4 Contractor Address 960 South Main Street, Plantsville, CT 06479	
1.5 Contractor Phone Number 860-270-0060	1.6 Account Unit and Class 06-87-87-870510- 35150000-046-500464	1.7 Completion Date 7/31/2027	1.8 Price Limitation \$70,000.00
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: 11/22/2024		1.12 Name and Title of Contractor Signatory Eric P. Daigle (Member/ Manager)	
1.13 State Agency Signature  Date: 12/4/24		1.14 Name and Title of State Agency Signatory on behalf of 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: <i>Stacie M. Masser</i>		On: 12/04/2024	
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 a 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 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 or the Contractor may terminate this Agreement without cause upon thirty (30) days written notice. The State shall be responsible for any reasonable costs incurred through the time and date of receipt of notice by the Contractor. The Contractor shall provide all work product generated until the date of termination.

A.2. 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 NH Law Enforcement Accreditation Model Policies, RFP PSTC-2024-090
- iii. Daigle Law Group, LLC Response to RFP PSTC-2024-090

EXHIBIT B – SCOPE OF SERVICES

B.1. Policy Development

- a. The Contractor shall develop a set of model New Hampshire law enforcement policies that meet the industry's legal and statutory requirements, as well as common practices. The policies shall be compliant with United States Department of Justice ("US DOJ") standards and NH accreditation standards, as well as all applicable federal and state law and regulations. The policies shall be specific to NH and malleable to agencies of various sizes without compromising the content that makes it compliant with NH accreditation standards. The policies shall be "mapped", thus that the standard(s) applying to a policy is cross-referenced for receiving agencies to determine compliance with a particular standard, and an index list shall be produced by the Contractor.
- b. The model policies shall be developed by the Contractor, in consultation with a committee of professionals identified by Police Standards and Training. The committee shall review, discuss, and provide feedback on the operational requirements outlined in the draft policies prepared by the Contractor, and the Contractor shall make appropriate edits and revisions. The policies will be reviewed and approved by the NH Law Enforcement Accreditation Commission and Police Standards and Training in order to be considered "final" (subject to ongoing maintenance identified below).
- c. The model policies will be made available through PowerDMS to all New Hampshire law enforcement agencies. The Contractor acknowledges and agrees that any and all policies produced have been individually reviewed and customized for distribution by the NH Law Enforcement Accreditation Program and the Police Standards and Training Council for the use of New Hampshire law enforcement agencies. The parties recognize that the policies will be further adapted by the individual policy makers at each of the law enforcement agencies, and neither party

will have liability to any agency, person, or other entity arising from or related to any act or omission by any agency or its personnel pursuant to, or in reliance on, any of the policies.

- d. The Contractor shall transfer all ownership and intellectual property rights of the policies to the NH Law Enforcement Accreditation Program and the Police Standards and Training Council.
- e. The Contractor shall assist the NH Law Enforcement Accreditation Commission and Police Standards and Training in providing training to NH law enforcement agencies on the model policies and maintaining effective updates on the policies.

B.2. Model Policy Catalogue: The policies to be provided as part of this Agreement include but are not limited to the following (Contractor's corresponding Policies and Procedures Manual section is noted in the parentheses, if available):

- a. Strip and Body Cavity Searches (1.06)
- b. Bias-Based Policing (1.09)
- c. Use of Force – General (3.01)
- d. Reporting and Investigating Force (3.05)
- e. Citizen Complaint (4.01)
- f. Off Duty Action (4.04)
- g. Family Violence Investigations (5.05)
- h. Mentally Ill and Homeless Individuals (5.06)
- i. Social Media (5.14)
- j. Collection of Evidence – Operations (6.03)
- k. Property and Evidence Control (6.04)
- l. Youth Investigations (6.05)
- m. Narcotics Investigations (6.12)
- n. Critical Incident Management (7.5)
- o. Recruitment (8.01)
- p. Selection (8.02)
- q. Promotion (8.03)
- r. Performance Evaluations (8.04)
- s. In-service, Roll Call, and Advanced Training (9.05)
- t. Career Development (9.07)
- u. Artificial Intelligence (new)
- v. Mirrored Audit (new)
- w. Personal Conduct On and Off-Duty (new)

x. Personal Cell Phone Usage (new)

Specific elements required in policies are described in the State of New Hampshire, Police Standards and Training Request for Proposals for NH Law Enforcement Accreditation Model Policies, RFP PSTC-2024-090, and incorporated herein.

B.3. Maintenance

- a. The Contractor shall maintain the model policy catalogue for a period of 30 months after the date of completion, commencing on or about January 31, 2025, and ending on approximately July 31, 2027.
- b. The Contractor shall provide continuous evaluation of the policies and procedures based on legislative, legal, and/or regulatory updates, as well as risk management practices and current law enforcement incidents. The Contractor shall provide updated policies as so required. The Contractor shall appropriately notify the NH Law Enforcement Accreditation Program and the Police Standards and Training Council, and the updates shall be delivered through PowerDMS.
- c. The Contractor shall deliver any new policies added to the Contractor's standard Policies and Procedures Manual within the development and maintenance periods.

B.4. General Provisions

- a. The parties may agree to other services, partnership opportunities, activities, or offerings during the term of the Agreement which shall be documented in writing and executed in accordance with New Hampshire procurement requirements.
- b. Any confidential information obtained by the Contractor during the provision of services shall be maintained in confidence unless required by law or court order.

EXHIBIT C – PAYMENT TERMS

- C.1. The Contractor will be paid in compliance with the terms and conditions specified in Exhibit B for an amount up to and including \$70,000. This includes all costs and direct and indirect expenses incurred by the Contractor as a result of this Agreement.
- C.2. Upon Governor & Council approval of this Agreement, the vendor will send an invoice and be paid \$35,000 to begin the policy work. The final model policies must be approved by the NH Law Enforcement Accreditation Commission and Police Standards and Training by January 31, 2025. The vendor must then submit a final invoice for \$35,000 by February 7, 2025, after which payment will be made prior to the grant expiration date of February 28, 2025.
- C.3. Invoices and billing inquiries shall be sent to businessoffice@pst.nh.gov.

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 DAIGLE LAW GROUP LLC is a Connecticut Limited Liability Company registered to transact business in New Hampshire on August 22, 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: 940231

Certificate Number: 0006811669



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of November A.D. 2024.

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

David M. Scanlan
Secretary of State

DoIT Contracts Unit
VENDOR REQUIRED CONTRACT/AMENDMENT DOCUMENTS

Certificate of Authority # 3 LLC (updated 11_06_2020)

(Limited partnership, Limited liability professional partnership or LLC)

Limited Partnership or LLC Certification of Authority

I, Eric P. Daigle, hereby certify that I am a Partner, Member or Manager

(Name of person signing the contract)

of Daigle Law Group, LLC, a limited liability partnership under RSA 304-B,

(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or 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: 12/4/2024

ATTEST:  Member/Manager

(Name & Title)

(Note: the contract signatory cannot certify their own authority unless they are the sole member of the business entity. If they are the sole member then they must state that they are the sole member)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2024

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 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 BROWN & BROWN INS SRVCS INC/PHS 02024855 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (A/C, No): (A/C, No, Ext):	
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED DAIGLE LAW GROUP, LLC 244 PATTONWOOD DR SOUTHLINGTON CT 06489-1615	INSURER A: Twin City Fire Insurance Company 29459	
	INSURER B: Hartford Fire and Its P&C Affiliates 00914	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			02 SBA IT6675	11/02/2024	11/02/2025	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02 SBA IT6675	11/02/2024	11/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			02 SBA IT6675	11/02/2024	11/02/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	02 WEC AA52ZQ	08/15/2024	08/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER NH Police Standards & Training 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>Susan S. Castaneda</i>

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