

FINANCE COMMITTEE

JULY 1, 2020

7:00 PM

To Join Zoom

Meeting: <https://us02web.zoom.us/j/82528221754?pwd=b2V0YWsxenA0YTRmM0hzZ0RBU1hYdz09>

Meeting ID: 825 2822 1754

Password: 304975

To Join by telephone: 1-929-205-6099

Meeting ID: 825 2822 1754

Password: 304975

If there is a problem with the audio, please dial 603-821-2049 to advise

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Dan Kooken, Purchasing Manager

Re: The City of Nashua has made a donation of surplus supplies and equipment at Ultima Nashua Industrial Corp to the Nashua International Sculpture Symposium

From: Dan Kooken, Purchasing Manager

Re: Purchase of NPD ammunition and supplies (Value: \$59,396) Department: 150 Police; Funds: Ammunition and Supplies Account and General Fund

From: Dan Kooken, Purchasing Manager

Re: Contract Award for USDA Wildlife Management Service Agreement (Value: Not-To-Exceed \$80,463); Department: 168 Solid Waste; Fund: Solid Waste

From: Dan Kooken, Purchasing Manager

Re: Purchase of 2 CMS-T333 Electronic Message Boards (Value \$33,602) Department: 161 Streets; Fund: GOFERR Grant

From: Dan Kooken, Purchasing Manager

Re: FY20 Trash and Recycling Toter Purchases (Value \$145,000) Department: 168 Solid Waste; Fund: Solid Waste

From: Dan Kooken, Purchasing Manager

Re: Contract Renewal with the Humane Society of Greater Nashua for FY21 (Value: \$99,081) Department: 109 Civic & Community Services; Fund: General

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

June 19, 2020

FROM: DAN KOOKEN – CITY OF NASHUA PURCHASING MANAGER
TO: MAYOR DONCHES AND THE FINANCE COMMITTEE
SUBJECT: THE CITY OF NASHUA HAS MADE A DONATION OF SURPLUS SUPPLIES AND EQUIPMENT AT ULTIMA NASHUA INDUSTRIAL CORP TO THE NASHUA INTERNATIONAL SCULPTURE SYMPOSIUM

The purpose of this communication is to inform you that the City of Nashua has made a donation of surplus supplies and equipment at NIMCO to the Nashua International Sculpture Symposium. This material was not sold at auction and is considered to have a low value as scrap metal. The Symposium can use the supplies and equipment to help meet their needs. Images are included to identify the items in this donation.

§ 5-88. Surplus stock.

[NRO 1975, T. 4, § 1618; NRO 1987, § 2-253; amended 11-26-1977 by Ord. No. O-77-278; 4-22-1986 by Ord. No. O-86-50; 6-28-1988 by Ord. No. O-88-43]

All using agencies shall submit to the Purchasing Manager, at such times and in such form as he shall prescribe, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped.

The Manager shall have the authority to transfer surplus stock to other using agencies. The Manager shall have the authority to sell, by sealed bid or online auction, all supplies which have become unsuitable for public use, or to exchange the same for, or trade in the same on, new supplies.

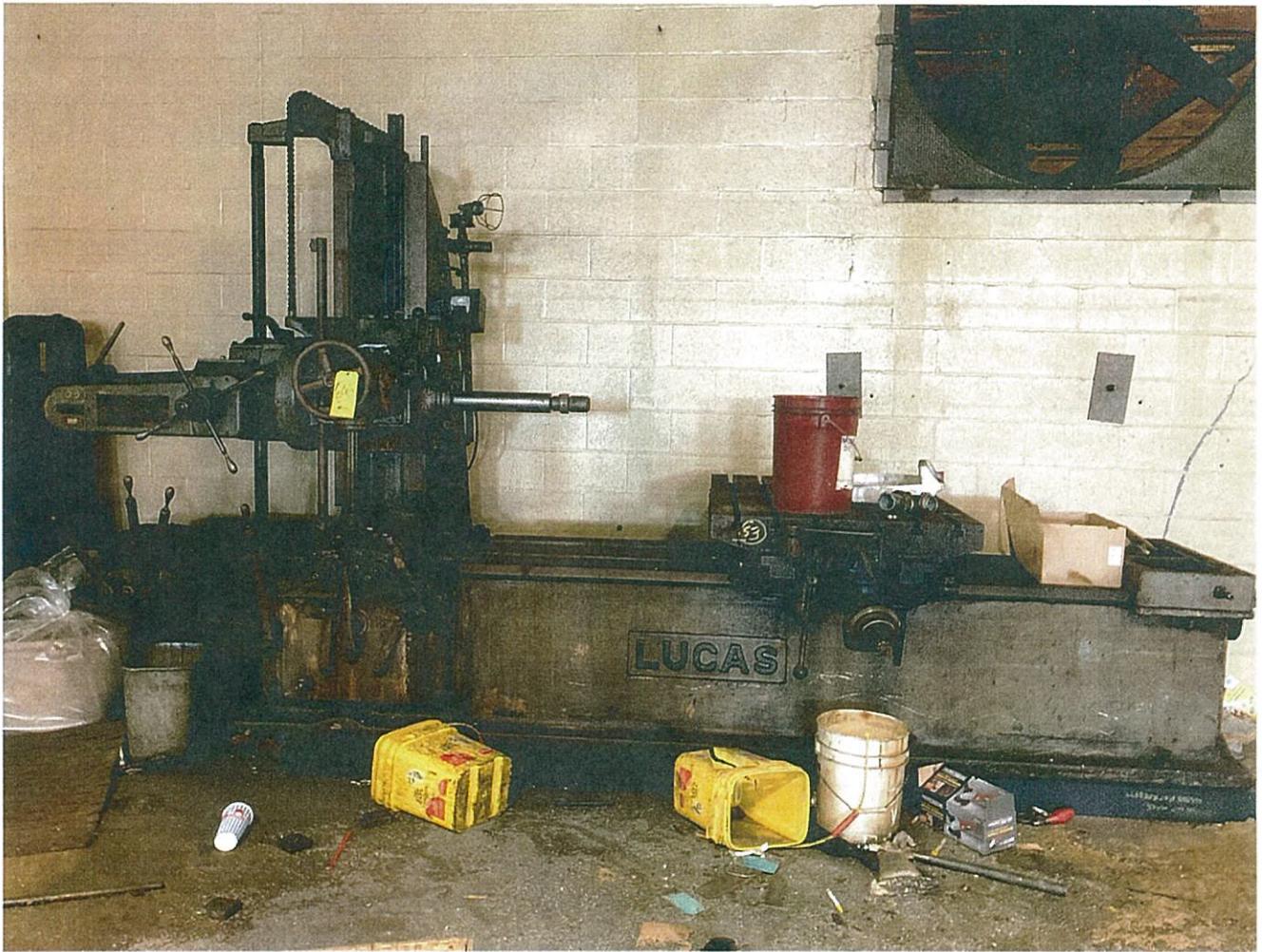
[Amended 10-9-2012 by Ord. No. O-12-022]

With approval, the Purchasing Manager may donate, barter, gift or otherwise dispose of surplus material, stock or equipment which has failed to be sold, exchanged or traded pursuant to Subsection **B**.

Respectfully,

Dan Kooken
Purchasing Manager

Cc: J Donchess K Kleiner J Griffin





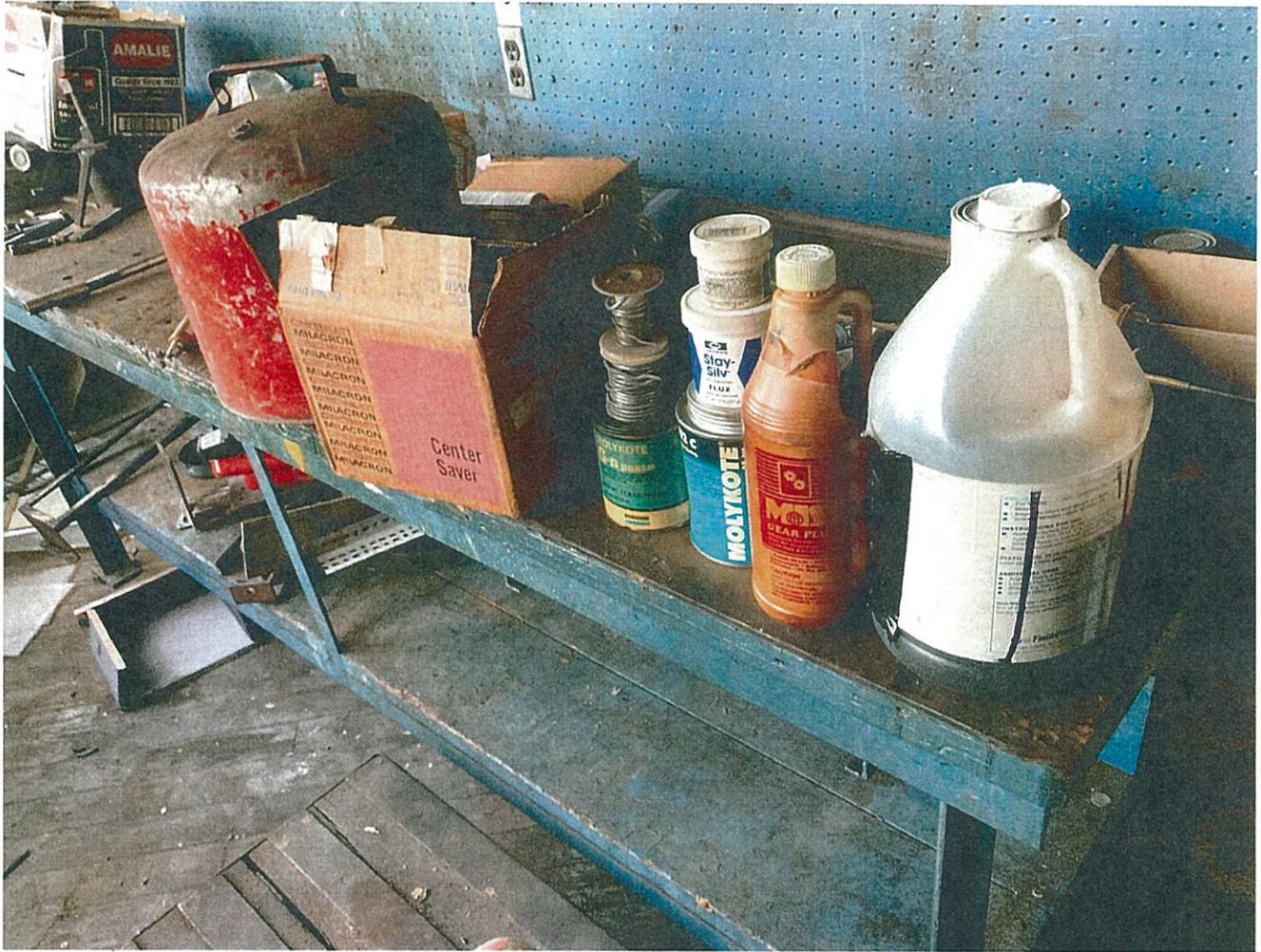
























THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

June 25, 2020
Memo #21-001

TO: MAYOR DONCHESS
FINANCE COMMITTEE

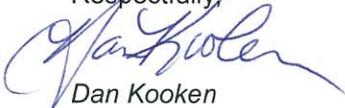
SUBJECT: PURCHASE OF NPD AMMUNITION AND SUPPLIES (VALUE: \$59,396)
DEPARTMENT: 150 POLICE; FUNDS: AMMUNITION AND SUPPLIES ACCOUNT AND
GENERAL FUND

Please see attached communications from Karen A. Smith, Business Manager dated June 17, 2020 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures** A. (3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Nashua Police Department and the Purchasing Department recommend the award of this purchase in the amount of **\$59,396** from **Eagle Point Gun/TJ Morris & Son of Thorofare, NJ**.

Respectfully,


Dan Kooker
Purchasing Manager

Cc: K Smith M Carignan

NASHUA POLICE
DEPARTMENT

Date: 6-17-20



Intradepartmental Communication

To: Dan Kookan, Purchasing Manager

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department ammunition and supplies

The below request is to purchase ammunition. The State of NH contract #8002360 awarded to Eagle Point Gun/TJ Morris & Son is effective through October 31, 2020.

MAKE	MODEL	CALIBER	DESCRIPTION	QUANTITY	COST
Federal	BC9NT3	9 MM	100 GRN no lead frangible RHT ballisticlean 1000rd	80 cases	\$29,271.20
Speer	54266	9 MM	147 GRN Gold Dot II Hollow Point CCI 1000 rd	12 cases	\$4,440.00
Federal	AE223N	.223	62 GRN American Eagle FMJ – 500 rd	45 cases	\$6,476.40
Federal	LE223T3	.223	62 gr Federal Tactical Bonded – 200 rd	37 cases	\$8,682.79
Federal	BC223NT5A	.223	55GRN no lead frangible – 500 rd	15 cases	\$5,754.75
Federal	XMBC13200 LS	12GA	8 Pellet frangible 00 Buck Ballisticlean	18 cases	\$4,770.90
				TOTAL:	\$59,396.04

The Nashua Police Department recommends purchasing the ammunition order from Eagle Point/TJ Morris & Son of Thorofare, NJ under the NH state contract. Funding is available in the Police Ammunition and Supply account General Fund budget.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen A. Smith".

Karen A. Smith
Business Manager

Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, State House Annex
Concord, NH 03301-6398

EAGLE POINT GUN
T.J. MORRIS & SON
1707 THIRD STREET
THOROFARE, NJ 08086
856-848-6945

Date: 7/3/18

Bid No.: 05-19

Date of Bid Closing: 7/23/18

Time of Bid Closing: 10:00 A.M. (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: Loretta Razin, Purchasing Agent: E-mail
Loretta.Razin@das.nh.gov EMAIL YOUR BID TO: PRCHWEB@NH.GOV

BID INVITATION FOR: Contract for Ammunition- Speer and Federal

[Insert name of signor] THOMAS MORRIS on behalf of Eagle Point Gun [insert name of entity submitting bid
(collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New
Hampshire in response to BID 05-19 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature [Signature] Authorized Signor's Title AS July 2018

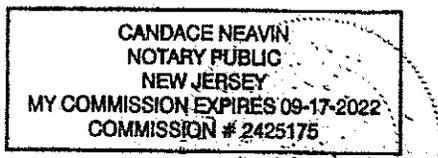
NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Gloucester STATE: NJ ZIP: 08086

On the 5 day of July, 2018, personally appeared before me, the above named THOMAS J. MORRIS in his/her capacity as authorized representative of Eagle Point Gun known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.
[Signature]
(Notary Public/Justice of the Peace)

My commission expires: 9-17-22 (Date)



Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

1
TJ Morris

EAGLE POINT GUN
T.J. MORRIS & SON
1707 THIRD STREET
THOROFARE, NJ 08086
856-848-6945

19 July 2018

EAGLE POINT GUN
T.J. MORRIS & SON
1707 THIRD STREET
THOROFARE, NJ 08086
856-848-6945

EAGLE POINT GUN
T.J. MORRIS & SON
1707 THIRD STREET
THOROFARE, NJ 08086
856-848-6945

Revised: 5/24/18 LMR

OFFER:

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

PRICING SHALL BE BASED ON PRICE PER ROUNDS – ORDERS WILL BE PLACED BY ROUNDS PER CASE.

VENDORS MUST BID ON ALL LINE ITEMS ON THE SECTION THEY ARE BIDDING ON.

IF A VENDOR CANNOT BID ON CERTAIN LINE ITEMS IN THE SECTION THEY ARE BIDDING ON, THEY MUST NOTIFY THE BUREAU OF PURCHASE AND PROPERTY 3 DAY PRIOR TO THE BID OPENING.

TO BE AWARDED IN TOTAL BY EACH SECTION.

SECTION #1- SPEER

ITEM	MFG/PART #	# ROUNDS PER STD CASE	PRICE PER 1000/RDS	DELIVERY TIME
.357 Sig Lead Free	SPEER 53368	1000	415.83	30-180
.357 Sig 125 gr. JHP	SPEER 54234	1000	400.05	30-180
.357 Sig 125 gr. TMJ-Reduced Lead	SPEER 54232	1000	260.55	30-180
.357 Sig 125 gr. TMJ	SPEER 53919	1000	258.49	30-180
.40 S&W 180 gr. TMJ Std	SPEER 53652	1000	224.78	30-180
.40 S&W 180 gr. FMJ Reduced Lead	SPEER 53880	1000	239.72	30-180
9mm 124 gr. TMJ, Brass Case, Reduced Lead	SPEER 53824	1000	194.65	30-180
.45 230 gr. TMJ Std	SPEER 53653	1000	264.11	30-180
.45 Gr. TMJ, Reduced Lead	SPEER 53885	1000	281.70	30-180
5.56 mm x 45 55gr FMJ BT Lawman	SPEER 24459	500	A Discontinued XP	
.45 Auto 230gr TMJ Clnfire Blazer	SPEER 3480	1000	236.01	30-180
9 mm 147 gr TMJ	SPEER 53620	1000	191.06	30-180

EAGLE POINT GUN
T.J. MORRIS & SON
1707 THIRD STREET
THOROFARE, NJ 08086
856-848-6945

T.M.
10/11/18

EAGLE POINT GUN
T.J. MORRIS & SON
1707 THIRD STREET
THOROFARE, NJ 08086
856-848-6945

PERCENT DISCOUNT FOR BALANCE OF PRODUCT LINE OF THE SPEER LIST PRICE SCHEDULE 10.96 %

SECTION #2 – FEDERAL

ITEM	MFG/PART #	# ROUNDS PER STD CASE	PRICE PER 1000/RDS	DELIVERY TIME
.357 Sig 125 gr. FMJ	FEDERAL AE357S2	1000	245.49	30-180
.357 Sig 125 gr. JHP	FEDERAL P357SHST1	1000	362.95	30-270
.40 S&W 180 gr. FMJ Std	FEDERAL AE40R1	1000	237.01	30-180
.40 S&W 180 gr. FMJ Reduced Lead	FEDERAL AE40N1	1000	265.40	30-180
.40 S&W 180 gr. Hydra-Shok or Supreme Expansion Tech	FEDERAL P40HS1G	1000	293.61	30-180

EAGLE POINT GUN
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.223 55 gr. JSP Soft Point	FEDERAL T223A	500	523.22	30-180
.223 55 gr. FMJ	FEDERAL AE223	500	287.84	30-180
9mm 147 gr. JHP	FEDERAL 9MS	1000	205.97	30-180
9mm 115 gr. FMJ Std	FEDERAL AE9DP	1000	194.41	30-180
9mm 124 gr. FMJ, Brass Case, Reduced Lead	FEDERAL AE9N1	1000	209.70	30-180
.45 230 gr. JHP	FEDERAL 45D	1000	333.12	30-180
.45 230 gr. FMJ Std	FEDERAL AE45A	1000	283.87	30-180
.45 230 gr. FMJ, Reduced Lead	FEDERAL AE45N1	1000	305.82	30-180
.22 LR Std Velocity, Rimfire	FEDERAL 711B	5000	45.566	30-180
12 Ga. Rifled Slugs, 1 oz	FEDERAL F-127-RS	250	393.20	30-180
12 Ga. 00 Buck 9 Pellets 2-3/4	FEDERAL LE-127-00	250	419.40	30-180
12 Ga. #6, Low Brass	FEDERAL H-121-6	250	265.04	30-180
12 Ga. Slugs, Low Recoil	FEDERAL LE-127-RS	250	419.40	30-180
12 Ga. Buckshot, Low Recoil	FEDERAL LE-132-00	250	419.40	30-180
.308 Boat Tail JHP	Federal GM308M	200	710.10	30-180

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856-848-6945

PERCENT DISCOUNT FOR BALANCE OF PRODUCT LINE OF THE FEDERAL LIST PRICE SCHEDULE 10% %

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

THOMAS J. MORRIS III 856 848 6945 _____
 Contact Person Local Telephone Number Toll Free Telephone Number
856 384 2938 majortj.morris@comcast.net NONE
 Fax Number E-mail Address Company Website
Eagle Point Gun / T.J. Morris & Son 05-900-2048
 Vendor Company Name DUNS #
1707 Third Street Thorofare, New Jersey 08086
 Vendor Address

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.

EAGLE POINT GUN
T.J. MORRIS & SON
1707 THIRD STREET
THOROFARE, NJ 08086
REC. 848-6945

(11) T.J. Morris
19 July 2018 11

EAGLE POINT GUN
T.J. MORRIS & SON
1707 THIRD STREET
THOROFARE, NJ 08086
REC. 848-6945

Revised: 5/24/18 LMR

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 8/15/18

CONTRACT #: 8002360

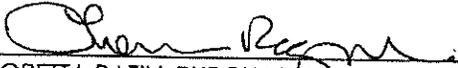
NIGP CODE: 680-0400

CONTRACT FOR: Ammunition - Speer & Federal

CONTRACTOR: Eagle Point Gun

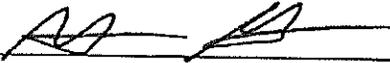
VENDOR CODE #: 166490

SUBMITTED FOR ACCEPTANCE BY:


LORETTA RAZIN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

DATE 8/15/18

RECOMMENDED FOR ACCEPTANCE BY:


MATHHEW STANTON, ADMINISTRATOR III

DATE 8/20/18

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 8/20/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 8/20/18



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

June 25, 2020
Memo #21-002

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR USDA WILDLIFE MANAGEMENT SERVICE AGREEMENT
(VALUE: NOT-TO EXCEED \$80,463)
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE

Please see attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated June 25, 2020 for the information related to this purchase.

Pursuant to **§ 5-84 Special Purchase Procedures A**. The competitive bidding process shall not apply to the following special purchases. (8) Purchases under intergovernmental agreements or contracts which require use of procurement procedures in consistent with the provisions of this section.

This expense is a FY21 budgeted item. A copy of Agreement #2072332545RA with supporting work plan is included for your review.

The Solid Waste Department Superintendent, Board of Public Works (June 25, 2020) and the Purchasing Department recommend the renewal of this contract in an amount of **\$80,463** between the City of Nashua and **USDA Wildlife Services**.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: J Lafleur L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: June 25, 2020

From: Jeff Lafleur, Superintendent
Solid Waste Department

Re: USDA Wildlife Management Service Agreement

A. Motion: To approve the Cooperative Service Agreement between the City of Nashua and the USDA Wildlife Management Service not to exceed \$80,462.98 for FY21. Funding for this agreement is through Department: 168 Solid Waste; Fund: Solid Waste; Account Classification 53 Professional & Technical Services.

Attachment: Cooperative Service Agreement between the City of Nashua, Four Hills Landfill and the United States Department of Agriculture, Animal and Plant Inspection Service (APHIS) Wildlife Services.

Discussion: The Cooperative Service Agreement (CSA) between the City of Nashua and the USDA Wildlife Service is a renewal of the ongoing integrated gull management project. The Solid Waste Department worked with Aphis to secure a one-year agreement. Aphis has worked with the City for many years now and has done a superior job with gull management and filing reports and permits with the State of NH. Its purpose is to reduce on and off-site conflicts associated with large concentrations of gulls and other birds at the Four Hills Landfill that could potentially affect the surrounding neighborhoods. The CSA covers Wildlife Service activities for the period of July 1, 2020 through June 30, 2021.

Through this agreement, trained personnel are assigned to the Four Hills Landfill Monday through Friday to control gull populations utilizing standardized harassment techniques. All necessary permitting and reporting is coordinated with the USDA.

Please see the attached copy of the Cooperative Service Agreement for further details.

This expense is a budgeted item and is subject to approval of the FY21 budget.

COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF NASHUA (Cooperator)
FOUR HILLS LANDFILL
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to continue an integrated wildlife management and monitoring project on the Four Hills Landfill, Nashua, New Hampshire that will reduce on and off-site conflicts associated with large concentrations of gulls, starlings and woodchucks using the landfill. WS activities are described in the attached Work and Financial Plans.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the Cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan. Personnel authorized to attend meetings under this Agreement shall be the Cooperator Vice

President of Legal or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the Cooperator and the State Director.

5. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

Lisa Fauteux, Director
Division of Public Works
9 Riverside Street
Nashua, NH 03062
Phone: (603)589-3140
fauteuxl@nashuanh.gov

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. The Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. All equipment purchased for the program is and will remain the property of APHIS WS.

9. To obtain the appropriate permits for removal activities for herring, great black-backed, ring-billed gulls and turkey vultures and list USDA, APHIS, Wildlife Services as a sub-permittee.
10. To provide training to Landfill staff to conduct bird harassment activities on weekends and Federal Holidays to effectively keep birds from using the landfill when Wildlife Services personnel are not present at the landfill.
11. To provide storage space in a secure building for a locked gun cabinet supplied by WS for storage of firearms and pyrotechnics when these devices are not in active use. WS is required to store guns overnight in a locked gun safe (WS Directive 2.615).
12. To provide an indoor working space to complete necessary paperwork.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

David Allaben, State Director, NH/VT Wildlife Services
USDA, APHIS, WS
59 Chenell Drive Suite 7
Concord, NH 03301
Phone: (603)223-6832
David.j.allaben@usda.gov
2. To conduct activities at Four Hills Landfill and adjacent condominiums as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice the Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.
5. To coordinate with the Cooperator before responding to all media requests.

6. To provide qualified personnel to initiate and conduct the control and assessment activities as outlined in the Work and Financial Plans in this agreement.
7. To prepare a final report of activities conducted under this agreement.
8. To administer the field control program through Federal supervision.
9. To help secure all necessary wildlife permits for conducting the integrated program.
10. To wear appropriate safety equipment and follow safety guidelines to comply with APHIS WS and landfill procedures.
11. The Cooperator shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatever, whether in the form of writing, figures, or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this agreement, for any purpose and at any time without other compensation than that specifically provided herein.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on July 1, 2020 and shall continue through June 31, 2021, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

City of Nashua Tax ID No.: 02-6000581
APHIS-WS's Tax ID: 41-0696271

City of Nashua, Four Hills Landfill:

Lisa Fauteux, Director
Division of Public Works
City of Nashua, Four Hills Landfill

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

David Allaben, State Director
USDA, APHIS, WS
59 Chenell Dr. Suite 7
Concord, NH 03301

Date

Willie D. Harris
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

WORK PLAN

In accordance with the Cooperative Service Agreement between the Cooperator and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Description of Damage:

The Four Hills Landfill is located in the City of Nashua. Accumulation of food waste at the landfill is an attractant for gulls and turkey vultures. Birds attracted to the landfill have caused conflicts in neighborhoods adjacent to and nearby the landfill.

Program Objective

To reduce on and off-site conflicts associated with large concentrations of gulls, turkey vultures, starlings, and woodchucks attracted to the Four Hills Municipal Landfill, Nashua, New Hampshire through the conduct of an integrated wildlife harassment and monitoring project.

Plan of Action

1. Wildlife Services will staff the integrated bird damage management and monitoring program five working days (8-9 hours) from July 1, 2020 through June 30, 2021 except government holidays, mandatory scheduled training days and under extreme weather conditions.
2. Wildlife Services will provide bird harassment training as required of landfill personnel.
3. Wildlife Services will assist the City in obtaining a USFWS depredation permit for 2020-2021. Wildlife Services will assume responsibility for processing the USFWS permit application for the City's signature.
4. Wildlife Services will continue monitoring efforts of wildlife activity and presence at the nearby Ledgewood Hills condominiums and other surrounding areas deemed to be of concern to the City and impacted by gulls, starlings or other birds associated with Four Hills Landfill activities to assess the effectiveness of the integrated gull harassment program. Wildlife Services will also conduct harassment activities at the Ledgewood Hills condominiums and other identified nearby properties as necessary and agreed upon, to reduce gull activity and associated damage to property.
5. Wildlife Services will conduct woodchuck control activities on landfill property to reduce burrowing activity and potential damage to landfill property as requested.
6. Wildlife Services will provide the City and other interested parties a summary report including recommendations of integrated harassment activities.

Effective Dates:

The cooperative agreement shall become effective on July 1, 2020, and shall expire on June 30, 2021.

**FINANCIAL PLAN
2021**

Cost Element		Full Cost
Personnel Compensation		\$57,823.60
Travel		
Vehicles		\$ 2,958.33
Other Services		N/A
Supplies and Materials		\$ 2,500.00
Equipment		N/A
Subtotal (Direct Charges)		\$63,281.93
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 6,961.01
Indirect Costs	16.15%	\$10,222.03
Aviation Flat Rate Collection		N/A
Agreement Total		\$80,462.98
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$80,462.98		

Financial Point of Contact:

Jeff Lafleur, Superintendent
City of Nashua
Solid Waste Department
840W. Hollis St.
Nashua, NH 03062
Phone: (603)589-3410
Email: lafleur@nashuanh.gov

Lori Freeman
USDA, APHIS, WS
59 Chenell Drive, Suite 7
Concord, NH 03301
Phone: (603)223-6832
Lori.Freeman@usda.gov



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

June 25, 2020
Memo #20-003

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE OF 2 CMS-T333 ELECTRONIC MESSAGE BOARDS (VALUE: \$33,602)
DEPARTMENT: 161 STREETS; FUND: GOFERR GRANT

Please see the attached communication from Jon Ibarra, Superintendent Street Department dated June 25, 2020 for information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures A. (3)** Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Superintendent of Street Department, Board of Public Works (June 25, 2020 meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$33,602** to **American Signal Co. of Atlanta, GA.**

Respectfully,



Dan Kookan
Purchasing Manager

Cc: J Ibarra L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: June 25, 2020

From: Jonathan Ibarra, Superintendent
Street Department

Re: Purchase of 2-CMS-T333 Electronic Message Boards

B. Motion: To approve the purchase of 2- CMS-T333 Electronic Message Boards from American Signal Company of Atlanta, GA for the total purchase price of \$33,602. Funding will be through Department: 161 Street; Fund: Grant; Activity: GOFERR Grant

Attachments: Quote

Discussion: American Signal Co. quoted these message boards through the HGAC which is equivalent of the State Bid.

We currently have 4 message boards that are being used for COVID related messaging. These two new message boards will be funded through the GOFFER grant as part of the reconstitution process not the Street department budget. The additional message boards will enable the city to set up messaging more broadly throughout the City.

The message boards will come equipped with cell modem with GPS for remote operation.

QUOTATION



AMERICAN SIGNAL COMPANY

American Signal
 2755 Bankers Industrial Dr
 Atlanta, GA 30360
 Tel: 770-448-6650 Fax:
 Email:
<http://amsig.com>

Date : 01 Jun 2020
 Our Reference : QU-0001809
 PO No. :
 Customer Code : NASH02

CUSTOMER
 CITY OF NASHUA, NH
 ACCOUNTS PAYABLE P.O. BOX 2019
 NASHUA, NH 03061-2019

DELIVER TO
 CITY OF NASHUA, NH
 ACCOUNTS PAYABLE P.O. BOX 2019
 NASHUA, NH 03061-2019

Contact: John Stewart Contact Phone: (603) 589-4714 Contact Email: StewartJ@NashuaNH.gov
 Sales Rep: SI001 Rep Phone: Payment Terms: 1 Month from end of month in which
 delivery was made
 Rep Email: Shipping Terms: Bill the Customer

Line #	Product	Description	Quantity	UOM	Price	Value
0	AMS3006527	CMS-T333 LITE PCMS, WEBBEXPRESS	2	Each	13750.00	27500.00
	1	- 4LED/Pixel, 5 x 7, 21 rows x 40 columns w/dynapoint lens, 18" Characters, (8) 6V Deep Cell Batteries, WebbExpress CPU System - HGAC Pricing Program				

If signed, can serve as PO: _____
 Ship Date Requested: _____
 Ship To: _____

 Shipping Contact: _____
 Phone: _____
 Email: _____
 Trailer Color: _____ Hitch Type: _____

Continued

QUOTATION



AMERICAN SIGNAL COMPANY
 American Signal
 2755 Bankers Industrial Dr
 Atlanta, GA 30360
 Tel: 770-448-6650 Fax:
 Email:
<http://amsig.com>

Date	: 01 Jun 2020
Our Reference	: QU-0001809
PO No.	:
Customer Code	: NASH02

Line #	Product	Description	Quantity	UOM	Price	Value
		Warranty 1 year				0.00
0	OPT30125430	CELL, PHONE 4G LTE/WIFI/GPS PHO-295	2	Each	886.00	1772.00
0	OPT30065395	WIFI/WIRELESS BRIDGE COM, Y-X32-1	2	Each	325.00	650.00
0	OPT30065510	AIMSTAR SOLAR SYS, 80W (2X) EXT/333	2	Each	1090.00	2180.00
0	FREIGHT	FREIGHT OUT	1	Each	1500.00	1500.00

PRICING ABOVE INCLUDES ORANGE TRAILER PAINT, 2" BALL TOWING HITCH, AND 4-FLAT ELECTRICAL TOWING CONNECTOR AS STANDARD. NON-STANDARD SELECTIONS MAY RESULT IN ADDITIONAL COST.
 PAYMENT TERMS: 1) 3% COD, FREIGHT PPD/ADD; 2) NET 30 WITH APPROVED CREDIT, FREIGHT COLLECT; 3) THIRD PARTY FINANCING

Lead Time - 3 weeks after Receipt of Order

Shipping Terms: FOB American Signal Company, Atlanta GA. Shipping to be paid upon delivery, unless prior arrangements have been made. Facility should have forklift or other means to unload units.

Buyer agrees to American Signal's terms and conditions. There are terms and conditions applicable to this transaction in addition to those specified above, which are available upon your request. Any special requirements need to be noted on purchase order

If signed, can serve as PO: _____
 Ship Date Requested: _____
 Ship To: _____

 Shipping Contact: _____
 Phone: _____
 Email: _____
 Trailer Color: _____ Hitch Type: _____

Value of Goods	\$ 33,602.00
Total Discount	\$ 0.00
Quotation Total	\$ 33,602.00



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

June 25, 2020
Memo #21-004

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: FY20 TRASH AND RECYCLING TOTES PURCHASES (VALUE: \$145,000)
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE

Please see attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated April 23, 2020 for the information related to this purchase.

The Solid Waste Department Superintendent, Board of Public Works (June 25, 2020) and the Purchasing Department recommend this purchase in an amount of **\$145,000** between the City of Nashua and **Toter, Inc. of Statesville, NC.**

Respectfully,



Dan Kooker
Purchasing Manager

Cc: J Lafleur L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Jeff Lafleur, Superintendent
Solid Waste Department

Re: To approve the purchase of Recycling and Trash carts from Toter, Inc.

A. Motion: To approve the purchase of recycling and trash carts and cart lids for curbside collection for FY21 in an amount not-to-exceed \$145,000 from Toter, Inc. of Statesville, NC. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 71 Equipment.

Discussion: Toter Inc. has been the vendor supplying trash and recycling carts for the City of Nashua since 2003 when the automated trash collection program started. The curbside recycling program has grown immensely and the demands for recycling carts are on the rise.

In October 2002 (RFP #0721-110802), a nine member committee comprised of DPW, BPW, and Purchasing officials as well as a representative of the Board of Aldermen and the general public interviewed prospective vendors and evaluated their proposals. Toter Inc. was chosen and has been providing a quality product and excellent service as well as honoring warranty claims presented.



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

June 25, 2019
Memo #21-005

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT RENEWAL WITH THE HUMANE SOCIETY OF GREATER NASHUA FOR
FY21 (VALUE: \$99,081)
DEPARTMENT: 109 CIVIC & COMMUNITY SERVICES; FUND: GENERAL

Please see attached communication from Bobbie D Bagley, Director, for the information related to this request.

In accordance with § 5-84 A (4) Special Purchasing Procedures for Sole Source Procurements

Director of Public Health, Division of Public Health and the Purchasing Department recommend approval of this contract with the **Humane Society of Greater Nashua** in the amount of **\$99,081**.

Respectfully,

Dan Kookan
Purchasing Manager

Cc: B. Bagley J. Graziano



THE CITY OF NASHUA

*Division of Public Health and Community Services
Community Services Department*

"The Gate City"

June 22, 2020

To: John Griffin, CFO; Daniel Kookan, Purchasing Manager

From: Bobbie D Bagley, Director

Subject: Renewal of Humane Society Contract for FY21

The Humane Society for Greater Nashua Corporation (HSFN) has provided shelter, pound, isolation, and quarantine services for the City of Nashua and has provided these services for over 20 years.

Nashua Revised Ordinances section 93-7 states, "The Mayor, with the assistance and cooperation of the Dog Officer, shall select a suitable place of confinement for impounded animals and those held under suspicion of rabies and after biting." HSFN has a proven record of providing impoundment and quarantine services, has the facility space to accommodate the needs of the City of Nashua's Pound, and HSFN staff has worked closely with City staff throughout the years to develop sound policies and procedures to adequately provide efficient and effective methods of handling impoundment and quarantine services.

The Division of Public Health and Community Services, Environmental Health Department and the Nashua Police Department Animal Control Officer work closely with HSFN and oversee the contract deliverables and communications with HSFN.

The attached contract is effective July 1, 2020 through June 30, 2021 in the amount of \$99,081, to be paid in equal monthly installments. Services include shelter for dogs, cats, rabbits and various other small animals, adoption of stray animals, veterinary services for stray animals surrendered to the HSFN, owner location of stray animals, quarantine of unvaccinated dogs and cats which have bit a human or another animal, and processing of animals found to be positive for rabies.

In accordance with § 5-84 A (4) Special Purchasing Procedures for Sole Source Procurements, the Division of Public Health recommends that the contract with HSFN located at 24 Ferry Road, Nashua, NH, be renewed for an additional year.

AGREEMENT

Humane Society for Greater Nashua Corporation and the City of Nashua, NH

AGREEMENT made this _____ day of _____, 2020 by and between the City of Nashua, New Hampshire (hereinafter "City"), a municipal corporation with a principal place of business at 229 Main Street, Nashua, New Hampshire 03061 (the "City") and Humane Society for Greater Nashua Corporation (HSFN) of 24 Ferry Road, Nashua, NH, 03064, (hereinafter "Contractor") (collectively referred to as the "Parties"). The Parties hereby enter into this Independent Contractor Agreement (hereinafter "Agreement") under the terms and conditions set forth below.

SCOPE OF SERVICES

The Contractor agrees to perform the following services for the City:

The Humane Society for Greater Nashua Corporation shall be the designated "Pound" for the City of Nashua, NH and will be responsible for animal impoundment services to the City of Nashua, NH as outlined in this Scope of Services.

1. The HSFN will provide the following impoundment and quarantine services for animals impounded by the Animal Control Officer or a Nashua Police Officer:

10-Day Bite Quarantine of canines (stray and owned);

10-Day Bite Quarantine of owned felines;

10-Day Bite Quarantine of owned ferrets;

7-Day Impoundment of stray canines;

Impoundment of stray felines for those with permanent ID only

Impoundment of stray ferrets for those with permanent ID only

2. In accordance with RSA 466:18-a, and Nashua Revised Ordinances 93-6 Impoundment of dogs, cats and ferrets found at large, HSFN will become the lawful owner of any unclaimed animals as follows:

Canines – After 7 days

Felines – Immediately if no permanent identification is found

Felines – After 7 days if permanent identification was found, but the animal remained unclaimed

Ferrets – Immediately if no permanent identification is found

Ferrets-- After 7 days if permanent identification was found, but the animal remained unclaimed

The HSFN shall be responsible for the care of any animal of which it becomes the lawful owner.

3. The HSFN shall provide 24/7 access to the facilities to the Animal Control Officer and/or officers of the Nashua Police Department.
4. In accordance with Nashua Revised Ordinances Chapter 93-6 Impoundment of dogs, cats and ferrets found at large, the Contractor will post a monthly listing of all strays available for adoption on the HSFN website.
5. In accordance with State of New Hampshire Law, no wildlife of any kind will be accepted into the shelter living or dead.
6. HSFN will be required to provide the following services for any animal subject to impoundment from the Animal Control Officer or Nashua Police Department:
 - HSFN will maintain records of all animals accepted at the shelter;
 - If contact information is provided, HSFN will be responsible for notifying by telephone, text, email, fax or postal mail, within a reasonable time period not to exceed 24 hours, the owners of all animals brought to the shelter by the Animal Control Officer or Nashua Police Officers;
 - HSFN will retain confirmatory proof of notification of the owner;
 - HSFN will verify Rabies vaccinations for post-quarantine animals;
 - Provide impounded animals with adequate food, water and shelter;
7. HSFN will provide, or ensure provision and payment of, all rabies-related services for canines, felines and ferrets for the City of Nashua impounded by the Animal Control Officer or a Nashua Police Officer only, in accordance with RSA 436 Rabies Control.
8. HSFN will ensure the proper handling of any remains of animals that have been prepared for rabies testing.
9. HSFN will provide a copy of Post Bite Veterinarian Reports to the Nashua Environmental Health Department within 48 hours of veterinarian exam for animals impounded/quarantined at HSFN. Post Bite reports may be submitted by postal mail or electronically to EH@NashuaNH.Gov.

CITY RESPONSIBILITIES

The City of Nashua will be responsible for the oversight of the Contract with the Humane Society for Greater Nashua and will work with HSFN to develop service procedures including but not limited to: animal impoundment procedures; rabies protocols; provide coverage of Animal Control Officer responsibilities during times that the ACO is not available; assist the HSFN with owner-identification and notification; cooperate with NH Fish & Game for the handling of wild or feral animals; the ACO will obtain, become trained in the use of, and utilize a microchip scanner to determine if an animal is owned or stray; and will pay \$50.00 each for the replacement of facility keys lost by the Animal Control Officer or Nashua Police Department employees. The City will not impose any adoption criteria to be used as HSFN has policies and procedures in place regarding adoption of animals. No obviously sick or injured animals will be deposited at HSFN by any city agent.

PLACE OF PERFORMANCE

The work described above shall be performed at Humane Society for Greater Nashua Corporation, 24 Ferry Road, Nashua, NH 03064 or in Humane Society approved foster families or facilities.

TIME PERIOD

The Contractor agrees to commence work on July 1, 2020 and complete all functions required in a timely, professional and competent manner. This Agreement will expire on June 30, 2021.

TERMINATION CLAUSES

The City or Contractor can terminate this Agreement, with a 90-day written notice. The City will pay the Contractor a prorated amount for all services performed up to that date. The City is entitled to all contract-related notes, drafts and documents produced by the Contractor up to that date.

PAYMENT FOR SERVICES

The Contractor will be paid as follows:

The Contractor will be paid in monthly increments of \$8,256.75. Payment will be made through the City payment system. Total contract amount for program expenses cannot exceed \$99,081.00.

REPORTING

The City shall not supervise or directly control the work of the Contractor. The City does reserve the right to inspect the work being performed. The Contractor shall have the ultimate authority to determine the hours of work, the length of workdays, the means and methods of performance of the work, and the City shall not interfere in this regard.

The designated City Representative for this Agreement is the Director of Public Health and Community Services. All notices, project materials, requests by Contractor, invoice forms, monthly reports, and any other communication about the contract, shall be addressed or be delivered to the City Representative.

The City of Nashua's Health Officer and Animal Control Officer both have Statutory Authority over the Impoundment and Quarantine activities within the City of Nashua. By signing this Agreement, the Contractor agrees to abide by the Statutory Authority granted the Health Officer and the Animal Control Officer under NH RSA 436 and 466, as well as by the Nashua Revised Ordinances, Chapter 93, Animals.

All concerns regarding this Agreement and the Scope of Services described within this Agreement shall first be directed to the Division of Public Health and Community Services

Director. The Director shall bring forward any concerns to the appropriate City department or City Official.

The Contractor shall submit by e-mail, an electronic copy of the required Impoundment & Quarantine Monthly Report to the Division of Public Health and Community Services Director.

The Executive Director and/or the designated Directors of the HSFN shall meet with the following City staff at least two (2) times per year to review the monthly reports and contract deliverables: Director of the Division of Public Health and Community Services, Health Officer, Animal Control Officer, Chief of Police or designee, and Finance Manager for the Division of Public Health and Community Services.

CITY INSPECTION OF PLACE OF PERFORMANCE AND CONTRACT MATERIALS

The Contractor's Place of Performance shall be subject to inspection and compliance with the City of Nashua's Revised Ordinance 93-3, Keeping and Housing Animals. This shall include: the location, construction, erection and sanitary condition of all structures used in the fulfillment of the Scope of Services of this Agreement. In accordance with NRO 93-3, the Contractor shall submit any plans to the Board of Health before any building used in the keeping and housing of animals under this Agreement shall be constructed, altered, extended or moved.

The books, records, documents and accounting procedures and practices of the Contractor related to this contract shall be subject to inspection, examination and audit by the City, including, but not limited to, the contracting agency and Corporation Counsel.

The City will provide at least 48 hours notice of inspection.

SUBCONTRACTORS

The Contractor may, at his/her discretion and at his/her own expense, employ such subcontractors as may be necessary for the performance of work. The Contractor agrees to pay any wages, taxes, unemployment insurance, withholding taxes, and workers' compensation insurance required by law for subcontractors. Said subcontractors will not be paid or supervised by the City. The Contractor shall provide the City with prior notice of the Contractor's intent to employ subcontractors to perform any services required by this Agreement. The City shall have the right to reject any subcontractors for good cause. Prior approval by the City of a subcontractor is not required in emergency situations.

INSURANCE

The Contractor agrees to provide his/her own workers' compensation and liability insurance for work performed, naming the City as additional insured. The contractor must maintain required limits of coverage for the duration of the contract/project.

Prior to commencement with the project, the selected agency/individual will be required to provide proof of insurance, ten (10) days prior to commencing work under the contract document and will notify the City of any changes in coverage or change of carrier should they deviate from the following:

- Comprehensive General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate - City of Nashua must be named as an additional insured.

- Workers' Compensation by a Class A Carrier as required by statute/Employers' Liability of \$500,000/\$500,000/\$500,000.

Contractor shall maintain for the duration of the contract all required insurance coverage. Coverage must be written with an insurance carrier licensed to do business in the State of New Hampshire. City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage.

Contractor is responsible for filing updated Certificates of Insurance with the City of Nashua Risk Management Department during the life of the contract. A copy of the current Certificates of Insurance must be submitted to the Director of the City of Nashua's Division of Public Health and Community Services within thirty (30) days of the signing of the Agreement.

Regardless of the coverage provided by any insurance, the Contractor agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of the Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. The Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless. The City agrees to indemnify, defend and hold harmless the Contractor, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature resulting or arising from the City's, its agents' or representatives' sole negligence or willful conduct.

COMPLIANCE WITH APPLICABLE LAWS

The Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all state and local laws and requirements regarding the impoundment and quarantining of animals, federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. The Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT

This contract constitutes the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

In the event that any current law, regulation, or ordinance, either local or state, is amended, rescinded, newly enforced or enacted which affects this Agreement, the parties shall, in good faith, amend this Agreement in order to be in compliance with said Legislative changes. If said changes cause an increase in fees or costs by either party, the parties in good faith shall amend this Agreement to reflect the treatment of said fees or costs.

INDEPENDENT CONTRACTOR

The Contractor agrees that HSFN is completely independent from the City and is not an employee of the City. The Contractor warrants that HSFN may work for other individuals and/or entities.

CHOICE OF LAW AND VENUE

This Agreement shall be governed exclusively by the laws of the State of New Hampshire and any litigation regarding the interpretation or enforcement of this Agreement shall only be brought in a court located in the State of New Hampshire.

Douglas Barry, Executive Director
Humane Society for Greater Nashua Corporation

James Donchess, Mayor
City of Nashua, NH

Date

Date