



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

February 13, 2018

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

Requested Action

Pursuant to RSA 21-P:43, authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to enter into a contract with JPA III Management Co., Inc., dba the Radisson Hotel Manchester (VC#165195-B001), 700 Elm St, Manchester, NH 03101, in the amount of \$49,920.00 for the purpose of providing conference facilities and food service and authorize HSEM to conduct the 14th Annual Emergency Preparedness Training Conference on June 5, 2018. Effective upon Governor and Council approval through June 30, 2018. Funding Source: 100% Federal Funds.

Funding is available in the SFY18 operating budget as follows with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236010-74840000 Dept. of Safety – Homeland Sec-Emer Mgmt – Information Analysis Center
102-500731 Contracts for Program Services

SFY18
\$49,920.00

Explanation

The Department of Safety, Division of Homeland Security and Emergency Management (HSEM), together with the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), will host a one-day Emergency Preparedness Training Conference to provide practical hands-on experience for participants to take back to their communities/organizations. Participants consist of emergency management directors, public health officials, hospital representatives, fire and police departments, emergency medical services workers, selectmen, state and municipal officials, public health networks, and health officers for an approximate total of 900 people in attendance. There will be no paid speakers associated with this training conference and participants are not being charged any fees. The requested amount of \$49,920.00 will provide for HSEM's food and beverage portion of the conference while DPHS will cover the cost of the facility, audio-visual rentals, and miscellaneous portions in the amount of \$11,447.50.

In August 2017, the Emergency Preparedness Conference Committee issued a Request for Bid (RFB) to find conference facilities in New Hampshire with the required capacity to accommodate attendees, including vendor space and large breakout rooms needed repeatedly for sessions during the conference. Of the three NH facilities contacted, the Radisson Hotel in Manchester was selected as they were the only facility that submitted a proposal.

The federal program match is being provided by conference attendees' time at the conference. In the event that Federal Funds become no longer available, General and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

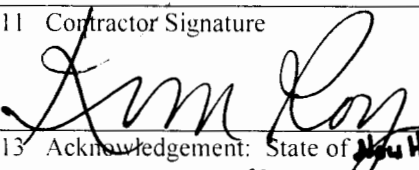
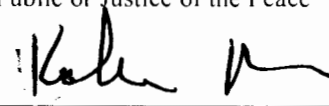
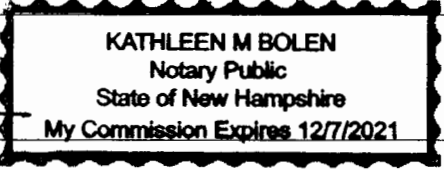
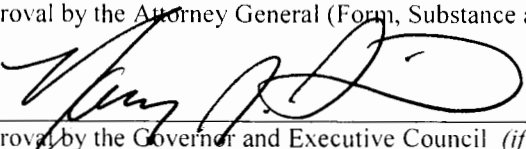

John J. Barthelmes
Commissioner of Safety

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**I. IDENTIFICATION.**

1.1 State Agency Name NH Dept. of Safety, HSEM		1.2 State Agency Address 33 Hazen Dr. Concord, NH 03305	
1.3 Contractor Name JPA III Management Co., Inc. dba the Radisson Hotel Manchester		1.4 Contractor Address 700 Elm St. Manchester, NH 03101	
1.5 Contractor Phone Number 603-625-1000	1.6 Account Number 74840000	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$49,920.00
1.9 Contracting Officer for State Agency Stephen Lavoie, Director of Administration		1.10 State Agency Telephone Number 603-223-8020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kim Roy, General Manager	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>1-32-2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Kathleen Bolen			
1.14 State Agency Signature  Date: <u>2/15/18</u>		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/27/2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Services

The Contractor, JPA III Management Co., Inc., dba The Radisson Hotel Manchester agrees to provide the State with the following services as set forth in the "Proposal" which is hereby incorporated into this Agreement and attached hereto as part of Exhibit A:

1. The Emergency Preparedness Conference will be held on June 5, 2018 from 7:15am to 4:45pm.
2. The Contractor will provide all day beverages and a plated lunch for 900 people, a continental breakfast for 825 people, and an afternoon break for 850 people.

Food & Beverage (F&B)

Item	Per Person	Total
All Day Beverages – coffee, decaf, tea, water, juice, soda	\$10.00	\$ 9,000.00
Continental Breakfast – whole grain bagels, scones, croissants, sliced fruit and yogurt	\$8.50	\$ 7,012.50
Plated Lunch – salad, rolls, chicken entrée, coffee, tea, decaf, dessert	\$23.00	\$20,700.00
Afternoon Break – vegetable crudité and cheese and crackers	\$5.75	\$ 4,887.50
	Subtotal	\$41,600.00
	Gratuity	20%
		\$ 8,320.00
Total Food & Beverages		\$49,920.00





Community Health Institute

October 13, 2017

Jennifer Harper, Assistant Director
HSEM, NH Department of Safety

RE: NH Emergency Preparedness Conference – facility proposals

Dear Ms. Harper,

I have attached the Request for Proposal (RFP) that was sent to three facilities in the state to bid on the 2018 and 2019 NH Emergency Preparedness Conference.

This RFP was only sent to three facilities due to the lack of appropriate venues in the state.

The Radisson in Manchester is the only facility in the state that can accommodate our group of 800-950 in one room for plenaries and meals and has at least 11 large breakout rooms, and space for 50-55 exhibit booths.

We also sent the RFP to the Radisson in Nashua, and the Crowne Plaza in Nashua. Both responded that they could not accommodate our group.

The Radisson in Manchester submitted their proposal for 2018 for June 5th, in the amount of \$49,920.00 for food and beverages, \$2,997.50 for facility rentals; and \$8,450.00 for audiovisual and miscellaneous facility charges, for a grand total of \$61,367.50.

Their proposal for 2019 was for a variety of dates in June, but they are not able to confirm the date until 12 months prior to the event. For 2019, they propose \$51,795.00 for food and beverages, \$3,324.50 for facility rentals; and \$8,950.00 for audiovisual and miscellaneous facility charges, for a grand total of \$64,069.50. Their proposals are attached.

Please let me know if you need any additional information.

Thank you,
Lori Walter, CMP
Training & Event Manager
Community Health Institute/JSI



Contractor Initials: _____

New Hampshire's Public Health Institute

Exhibit A

2 of 5

Radisson Hotel Manchester

Proposal for the 2018 NH Emergency Preparedness Conference ~ June 5, 2018

A. Food & Beverages (tax exempt) **F&B Tax Exempt when paid by HSEM

Item	Per Person	Total
All Day Beverages - coffee, decaf, tea, water, juice, soda	\$10.00	\$ 9,000.00
Continental Breakfast - whole grain bagels, scones, croissants, sliced fruit and yogurt	\$8.50	\$ 7,012.50
Plated Lunch - salad, rolls, chicken entrée, coffee, tea, decaf, dessert	\$23.00	\$ 20,700.00
Afternoon Break - vegetable crudite and cheese and crackers	\$5.75	\$ 4,887.50
	Subtotal	\$41,600.00
	Gratuity 20%	\$8,320.00
TOTAL FOOD & BEVERAGES		\$49,920.00

B. Facility (not tax exempt)

	Name of Room	Capacity/ Sq. Feet/Notes	Rental Rate
General Session Room	Armory	Theater/Rounds 950	\$0.00
Luncheon Room	Armory/Salon A	Rounds 950	\$0.00
Exhibit Hall	Expo Center	Booths	\$1,250.00
Breakout Room 1	Contoocook	Theater 120	\$125.00
Breakout Room 2	Merrimack	Theater 120	\$125.00
Breakout Room 3	Pemigewasset	Theater 120	\$125.00
Breakout Room 4	Frost	Theater 55	\$125.00
Breakout Room 5	Hawthorne	Theater 55	\$125.00
Breakout Room 6	Dartmouth	Theater 60	\$125.00
Breakout Room 7	Coolidge	Theater 35	\$125.00
Breakout Room 8	Stark	Theater 75	\$125.00
Breakout Room 9	Webster	Theater 120	\$125.00
Breakout Room 10	Pierce	Theater 56	\$125.00
Breakout Room 11	Hale	Theater 50	\$125.00
Staging & Storage Room	Spaulding		\$125.00
Registration Area	Expo Concourse		\$0.00
		Subtotal	\$2,750.00
		NH Rooms & Meals Tax 9%	\$247.50
		TOTAL ROOM RENTAL	\$2,997.50

C. Audiovisual & Misc

	Total
Based on the specifications and items listed in the RFP, we can provide the audiovisual at an estimated	\$7,000.00
Wireless Internet for all	\$1,200.00
Staging	\$0.00
Flags	\$0.00
Facility Fee - room reset for Armory	\$250.00
	TOTAL AV & MISC
	\$8,450.00
TOTAL PROPOSAL	\$61,367.50

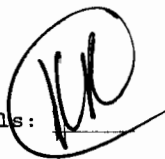
Contractor Initials: 

Exhibit A

3 of 5

EXHIBIT B

CONTRACT PRICE

1. The contractor agrees that the total payment by the State under this contract will be up to \$49,920.00.
2. Upon completion of the services set forth in EXHIBIT A, the State will pay to the Contractor the actual cost of meals for attendees at the conference as follows:
 - a. The Contractor shall provide the State with an itemized invoice of the charges upon completion of the contract.
 - b. The contract price shall be due and payable 30 days subsequent to the submittal of an itemized invoice, and completion date set forth on page 1, block 1.7 of this contract.
 - c. The State of New Hampshire, Department of Safety, Division of Homeland Security and Emergency Management is tax exempt for rooms and meals tax, but will pay a 20% gratuity charge for food services, which is included in the contract price.

3. Funding is available in the SFY18 budget as follows:

02-23-23-236010-74840000 Dept. of Safety-Homeland Security & Emergency Mgmt-
Information and Analysis Center (IAC)

102-500731 Contracts for Program Services

\$49,920.00

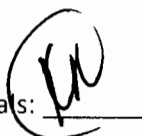


EXHIBIT C

Special Provisions

1. Notwithstanding anything in this agreement to the contrary, the State may terminate this agreement without cause upon seven (7) days written notice.
2. If the State shall terminate this agreement without cause, upon less than seven (7) days' notice, the State agrees to pay the Contractor \$100.00 and the Contractor agrees to accept the sum of \$100.00 in full satisfaction of any and all damages incurred by such termination.
3. Notwithstanding anything in this agreement to the contrary, the Contractor, except where notice of default has been given hereunder to the Contractor by the State, may terminate this agreement without cause upon thirty (30) days written notice

Contractor Initials:



Exhibit C

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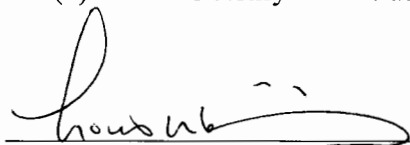
CERTIFICATE OF VOTE

I, Louis N. Vinios, President of JPA III Management Company, Inc., d/b/a the Radisson Hotel Manchester, NH do hereby certify that:

- (1) I am the President of JPA III Management Company, Inc. a Massachusetts corporation;
- (2) I maintain and have custody of and am familiar with the minutes of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following is true, accurate and a complete copy of the resolution adopted by the Board of Director of the corporation at a meeting for the said Board of Directors held on January 22, 2018, which was duly held in accordance with Massachusetts law and the by-laws of the corporation

VOTED: That JPA III Management Company, Inc. d/b/a Radisson Hotel Manchester, NH be, and hereby is, authorized to enter into an agreement with the NH Department of Safety in the amount \$49,920.00 to provide refreshments, and lunch for the Emergency Preparedness Training Conference; and that Kim Roy is authorized to enter into and execute and deliver the referred to above

- (5) I further certify that the above vote is in full force and effect this date



Louis N. Vinios, President
JPA III Management Company, Inc.
d/b/a the Radisson Hotel Manchester

1/22/2018
Date

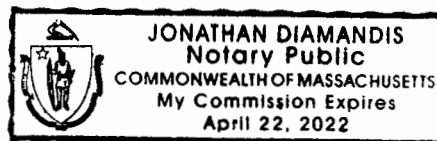
Personally appeared before me the undersigned Notary Public, Louis N. Vinios, the President of JPA III Management Company, Inc. shown to me to be said person by his driver's license, who made oath that the foregoing was true and his free act and deed on behalf of said corporation.


Notary Public

1/22/2018
Date

My commission expires:
Seal:

4/22/2022



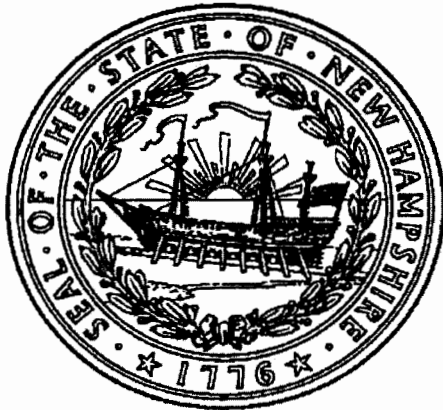
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JPA III MANAGEMENT COMPANY, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on May 26, 1995. 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: 30575



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of February A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2017

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South, Suite 1600 Houston TX 77027	CONTACT NAME: Rehana Kapta	FAX (A/C, No): 713-622-6722	
	PHONE (A/C, No, Ext): 713-623-2330	E-MAIL: CertRequests@AJG.com	
INSURED PYRAADV-01 Pyramid Management Holdings LLC One Post Office Square Suite 1950 Boston MA 02109	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Insurance Company		23043
	INSURER B: See Attached		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1792436735

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Terrorism Incl ☒ NIL Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☒ OTHER: No Agg Cap	Y		TB2691466494017	11/1/2017	11/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$Included COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			SEE ATTACHED	11/1/2017	11/1/2018	EACH OCCURRENCE \$200,000,000 AGGREGATE \$200,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

Certificate Holder or any Entity, where required by written contract, the following Blanket General Liability endorsements apply: Additional Insured - Owners, Lessees or Contractors, as where required by written contract as per form CG 2010 (0413). Additional Insured - Managers or Lessors of Premise, as where required by written contract as per form CG 2011 (0413). Additional Insured - Mortgagee, Assignee or Receiver, as where required by written contract as per form CG 2018 (0413). Waiver of subrogation applies. General Liability policy is Primary and Non-Contributory, where required by written contract. Notice of Cancellation to Third Parties - 30 Days notice, per form LIM 9901 (0511). 30 days NOC except 10 days for Non-Payment of Premiums. See Attached...

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Safety
Homeland Security and Emergency Management
33 Hazen Drive
Concord NH 03305
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Pyramid Management Holdings LLC One Post Office Square Suite 1950 Boston MA 02109
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Broad Form Named Insured - Including Management Control or Financial Control or Placement of Insurance, where required, per form LC 9932 (0213). - In favor of Hotel Ownership

Innkeepers Liability Endorsement LD 0436 (11/11) - Property Damage Legal Liability \$25,000 Each guest, Property Damage Legal Liability \$50,000 Each Occurrence, Property Damage Aggregate \$100,000 - Deductible - None

The Umbrella follow form of the General Liability policy and includes Terrorism.

RE: Manchester Radisson, 700 Elm Street, Manchester NH 03101.

New Hampshire Department of Safety Homeland Security and Emergency Management is included as Additional Insured on General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

Pyramid Hotel Group
11/1/2017 - 11/1/2018

Umbrella Limit of Liability \$200,000,000 - Including TRIA

\$200m	Westchester Fire Ins Co - \$25M po \$100M xs \$100M AM Best Rating A++ XV OBE Insurance Corp - \$25M po \$100M xs \$100M AM Best Rating A XIV The Ohio Casualty Ins Co - \$25M po \$100M xs \$100M AM Best Rating A XV Great American Alliance Ins Co - \$25M po \$100M xs \$100M AM Best Rating A+ XIV
\$100m	United States Fire Insurance Company - \$25M xs \$75M AM Best Rating A XII
\$75M	The Ohio Casualty Insurance Company - \$25M xs \$50M Best Rating A XV
\$50m	Navigators Insurance Company - \$25M xs \$25M AM Best Rating A XII
\$25m	Ace Property & Casualty Insurance Company - \$25M - 100% AM Best Rating A++ XV Policy #G46740804



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2018

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South, Suite 1600 Houston TX 77027	CONTACT NAME: Rehana Kapta PHONE (A/C, No, Ext): 713-623-2330 E-MAIL ADDRESS: CertRequests@AJG.com FAX (A/C, No): 713-622-6722
INSURED PYRAADV-01 Pyramid Management Holdings, LLC. One Post Office Square Suite 1950 Boston MA 02109	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24147

COVERAGES**CERTIFICATE NUMBER:** 959854720**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC31264700	3/1/2018	3/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Waiver of subrogation applies for WC were required by written contract, per form WC000313.

RE: Manchester Radisson, 700 Elm Street, Manchester NH 03101.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Safety
Homeland Security and Emergency Management
33 Hazen Drive
Concord NH 03305

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