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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

136

February 27, 2023

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

Your Excellency and Members of the Council:

REQUESTED ACTION

1. Authorize the Department of Justice to accept and expend \$56,250 in registration fees for a two-day advanced training event, entitled "2023 Partnering for a Future Without Violence Conference" to be held September 6-7, 2023, to cover conference costs, effective upon approval of the Governor and Executive Council through September 30, 2023. 100% Other Funds.

Registration fees received are to be budgeted in account: #02-20-20-200010-50860000;
Job#20DVCONFFY23, Domestic Violence Conference as follows:

Class/Expense	Class Title	Current FY23 Budget	Increase Amount	Revised FY23 Budget
067-500557	Training of Providers	\$83,125	\$56,250	\$139,375
Funding Source				
009-403259-44	Domestic Violence Conference	\$45,000	\$56,250	\$101,250
000-400338-16	Federal Funds	\$38,125	\$0	\$38,125
		<u>\$83,125</u>	<u>\$56,250</u>	<u>\$139,375</u>

2. Contingent upon approval of Requested Action #1, authorize the Department of Justice to accept and expend \$38,000 in federal funds to further cover costs for the two-day advanced

training event, entitled “2023 Partnering for a Future Without Violence Conference” to be held September 6-7, 2023, effective upon approval of the Governor and Executive Council through September 30, 2023. 100% Federal Funds.

Federal funds received are to be budgeted in account: #02-20-20-200010-50860000; Job#20DVCONFFY23, Domestic Violence Conference as follows:

Class/Expense	Class Title	Current FY23 Budget	Increase Amount	Revised FY23 Budget
067-500557	Training of Providers	\$139,375	\$38,000	\$177,375
Funding Source				
009-403259-44	Domestic Violence Conference	\$101,250	\$0	\$101,250
000-400338-16	Federal Funds	\$38,125	\$38,000	\$76,125
Total:		<u>\$139,375</u>	<u>\$38,000</u>	<u>\$177,375</u>

- Contingent upon approval of Requested Action #1 and #2, authorize the Department of Justice to conduct a two-day advanced training event, entitled “2023 Partnering for a Future Without Violence Conference” to be held September 6-7, 2023, for a total cost not to exceed \$94,250, for the purpose of training professionals providing direct services to victims of crime, and further authorize the Department to enter into an agreement with JPA III Management Company, Inc., d/b/a DoubleTree by Hilton, Manchester, NH (Vendor #165195-B001) in an amount not to exceed \$77,406.50 for the purpose of providing necessary conference facilities and services for the training event, effective upon approval of the Governor and Executive Council through September 30, 2023. 60% Agency Income, 40% Federal Funds.

Contingent upon approval of Requested Action #1 and #2, funding is available as follows:

02-20-20-200010-50860000,	<u>FY 2023</u>
Domestic Violence Conference,	
067-500557 Training of Providers	\$94,250

EXPLANATION

The Department of Justice is committed to continuing to provide high-quality, low-cost training opportunities to New Hampshire professionals on issues related to child abuse and neglect, domestic and sexual violence, stalking, strangulation, human trafficking, and elder abuse. This annual conference provides in-depth topics to enhance services to victims of crime.

His Excellency, Governor Christopher T. Sununu
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Each of the approximately 450 people attending this annual two-day conference will pay a \$125 registration fee, totaling \$56,250. The remaining funds for the conference will come from the following Department of Justice Federal Grants: \$19,000 from the Victims of Crime Act Grant, \$14,000 from the Children's Justice Act Grant, and \$5,000 from the Violence Against Women Act Grant. The Department will waive the registration fee for up to an additional 50 attendees including speakers and other professionals participating in the conference.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this conference.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,



John M. Formella
Attorney General

#3907468

**“2023 Partnering for a Future Without Violence Conference”
 AGENDA - DRAFT**

WEDNESDAY SEPTEMBER 6, 2023

8:00 am - 9:00 am	Registration
9:00 am - 9:15 am	Welcome and Introductory Remarks
9:15 am - 10:15 am	Keynote Address
10:15 am - 10:30 am	Break
10:30 am - 12:00 pm	<u>Session 1</u> : Seminars 1 – 6
12:00 pm - 1:00 pm	Lunch
1:00 pm - 2:30 pm	<u>Session 2</u> : Seminars 7 – 12
2:30 pm – 2:45 pm	Break
3:00 pm - 4:15 pm	<u>Session 3</u> : Seminars 13 - 18

THURSDAY SEPTEMBER 7, 2023

8:30 am – 9:00 am	Registration
9:00 am – 10:30 am	<u>Session 4</u> : Seminar 19 - 24
10:30 am – 10:45 am	Break
10:45 am – 12:15 am	<u>Session 5</u> : Seminar 25 - 30
12:15 am – 1:30 pm	Lunch
1:30 pm – 3:00 pm	<u>Session 6</u> : Seminars 31 - 36

Anticipated Budget

2023 Partnering For a Future Without Violence Conference

Item	Description	Budget
Printing/Supplies	Program Guide, Name Tags, Lanyards, Portfolios, CEU Application etc.	\$2,350.00
Presenter Expenses	Honorarium and Travel Expenses-Presenters	\$14,493.50
Facility Contract	JPA III Management Company, Inc., dba DoubleTree by Hilton	\$77,406.50
Total		\$94,250.00

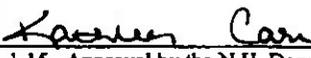
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Justice		1.2 State Agency Address 33 Capitol Street Concord, NH 03301	
1.3 Contractor Name JPA III Management Company, Inc., DBA DoubleTree by Hilton Manchester Downtown		1.4 Contractor Address 45 Braintree Hill, Suite 402 Braintree, MA 02184	
1.5 Contractor Phone Number 603-625-1000	1.6 Account Number 5086-067	1.7 Completion Date September 30, 2023	1.8 Price Limitation \$77,406.50
1.9 Contracting Officer for State Agency Josanne Mirolo		1.10 State Agency Telephone Number 603-271-6817	
1.11 Contractor Signature  Date: 2/7/23		1.12 Name and Title of Contractor Signatory John Zimmerman, G.M.	
1.13 State Agency Signature  Date: 2-23-23		1.14 Name and Title of State Agency Signatory Kathleen Carr, Director of Admin	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/23/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 2/7/23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 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.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date 2/7/23

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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**EXHIBIT A
SPECIAL PROVISIONS**

The Contractor acknowledges and agrees that this Agreement was entered into following the COVID-19 outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19-related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes but is not limited to the right to modify service priorities, including how and when Services are delivered, amend attendance capacity or expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price.

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes and unusually severe weather. Except in the event of the foregoing, such events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

Initials: D
Date: 2/7/23

**EXHIBIT B
SCOPE OF SERVICE**

1. Conference facility rental services to be provided by JPA III Management Company, Inc. DBA DoubleTree by Hilton Manchester Downtown as "Contractor" which include: conference facilities, tables, chairs, linens, audio visual equipment and audio/visual support, meals, lodging options and other necessary equipment and supplies per a rental agreement between the State of New Hampshire, Department of Justice as "DOJ" and the Contractor.
2. The Facility Rental agreement shall include the following from September 5, 2023 at 3:00 pm to September 7, 2023 at 5:00 pm:
 - 2.1. The Contractor shall provide necessary secure space for set-up and storage of materials ahead of the conference that will be accessible to DOJ staff on September 5, 2023 from 3:00 pm to 6:00 pm
 - 2.2. The Contractor shall provide the following six (6) breakout rooms: Pemigewasset, Contoocook/Merrimack, Piscataquog, Frost/Hawthorne, Dartmouth and Webster to be used concurrently in three (3) 90-minute sessions on both September 6, 2023 and September 7, 2023.
 - 2.3. The Contractor shall provide the Armory to accommodate a maximum of 500 people for a plenary address and lunch, including the provision of: tables, chairs, linens and stage or risers, for both September 6 and September 7, 2023.
 - 2.4. The Contractor shall provide necessary audio/visual equipment as requested to include, but not be limited to: podium with a microphone, projectors, screens, laptop(s)/computer(s), mixers, sound systems or speakers, lavalier and/or handheld microphones and cart(s) or table(s) to accommodate audio/visual equipment, necessary power cord strips and cables. Additionally, the Contractor will provide personnel to setup the equipment and make technical assistance available in each of the rooms provided for the duration of the event, September 6-7, 2023.
 - 2.5. The Contractor shall provide a space for a registration area, September 6-7, 2023.
 - 2.6. The Contractor shall provide a resource area that will include up to eight (8) six-foot (6') tables (with linens) and chairs as necessary, September 6-7, 2023.
 - 2.7. The Contractor shall provide tables, chairs, linens, staging and other necessary equipment or supplies necessary to accommodate attendance and conference facilitation.
 - 2.8. The Contractor shall provide up to 500 parking vouchers to the DOJ for reduced-rate parking of \$7.00 per day per vehicle for conference participants who park in the adjoining garage. The DOJ will be responsible for paying the Contractor for only the total number of parking vouchers redeemed by conference participants.
 - 2.9. The Contractor shall provide wireless internet access for conference participants, September 6-7, 2023.

Initials: 
Date: 2/3/23

3. The Contractor shall hold up to forty-five (45) overnight rooms between September 5, 2023 and September 7, 2023 for conference participants at the government rate of \$124.00 for single occupancy; \$124.00 for double occupancy; \$134.00 per night triple occupancy and \$144.00 per night for quadruple occupancy. Additionally, the Contractor will provide overnight parking at \$14.00 per vehicle per night for conference participants who park in the adjoining garage.
 - 3.1. The DOJ will be responsible for paying for up to fifteen (15) rooms, including overnight parking if necessary, for those individuals listed on the "master rooming list" as part of the final bill for the event. The DOJ is not responsible for incidentals incurred by those individuals.
 - 3.2. The DOJ shall provide the Contractor with an initial "master rooming list" for up to fifteen (15) rooms thirty (30) days prior to the conference. The master rooming list shall indicate full names of guests, arrival dates, departure dates, and pairings for shared rooms, if applicable.
 - 3.3. The remaining conference participants shall be responsible for making their own reservations and paying the Contractor directly, including any applicable taxes.
4. The Contractor shall provide morning coffee service, buffet lunch and afternoon break for up to 500 people on September 6, 2023.
5. The Contractor shall provide morning coffee service and buffet lunch for up to 500 people on September 7, 2023.
 - 5.1. The DOJ will provide a final head count for all meals within ten (10) business days prior to the event.
6. The Contractor will make available water stations to conference attendees throughout the venue, for the duration of the event, at no cost.
7. All Contractor correspondence and submittals shall be sent to:
State of New Hampshire
Department of Justice
Office of Victim/Witness Assistance
33 Capitol Street
Concord NH 03301

Initials: 
Date: 2/3/23

EXHIBIT C
PAYMENT TERMS

1. The Contract Price shall not exceed seventy-seven thousand, four-hundred and six dollars and fifty cents (\$77,406.50) for conference facilities and audio/visual services specifically identified below:

- 1.1. Six (6) breakout rooms (Pemigewasset, Contoocook/Merrimack, Piscataquog, Frost/ Hawthorne, Dartmouth and Webster) set to accommodate different populations in each session of the entire attendance on September 6-7, 2023 (\$5,000).
- 1.2. The Armory, set in rounds, to accommodate up to 500 attendees on September 6-7, 2023, for plenary sessions and lunches, including the provision of: tables, chairs, linens and stage or risers (included in the price of 1.1).
- 1.3. One (1) registration area (included in price of 1.1).
- 1.4. One (1) area for set-up and storage of materials overnight on September 5, 2023.
- 1.5. One (1) resource area, with up to eight (8) six-foot (6') tables (with linens) and chairs as necessary on September 6-7, 2023 (included in price of 1.1).
- 1.6. Audio/visual equipment as requested by the Department of Justice to include, but not be limited to: projectors, screens, laptops/computers, mixers, sound-systems or speakers, lavalliere and/or handheld microphones, podium with microphone and cart(s) or table(s) to accommodate audio/visual equipment and necessary power cord strips and cables as needed in each room listed in 1.1 and 1.2 on September 6 and 7, 2023. This includes personnel to set up the equipment and make technical assistance available in each of the rooms provided throughout the duration of the events (\$15,036.50).
- 1.7. Wireless internet access for all conference participants September 6-7, 2023 (\$500.00).
- 1.8. Up to fifteen (15) rooms on the "master rooming list" for presenters from September 5-7, 2023 at \$124.00 per room per night each, including overnight parking as necessary at \$14.00 per overnight (\$2,070).
- 1.9. Up to five hundred (500) parking vouchers at \$7.00 per day each for conference participants parking in the adjoining garage (\$7,000)

Banquet functions on September 6, 2023 to include:

- 1.10. One (1) coffee service at registration (coffee, tea and water) at \$4.20 per person (inclusive) for up to 500 people on September 6, 2023 (\$2,100).
- 1.11. One (1) coffee service at mid-morning break (coffee, tea and water) at \$4.20 per person (inclusive) for up to 500 people on September 6, 2023 (\$2,100).
- 1.12. One (1) deli buffet luncheon (to include vegetarian and dietary restriction options, beverages and dessert) at \$33.60 per person (inclusive) for up to 500 people on September 6, 2023 (\$16,800).
- 1.13. One (1) afternoon break (baked goods, snack and beverage) at \$8.00 per person (inclusive) for up to 500 people on September 6, 2023 (\$4,000).

Initials: 
Date: 2/3/23

Banquet functions on September 7, 2023 to include:

- 1.14. One (1) coffee service (coffee, tea and water) at \$4.20 per person (Inclusive) for up to 500 people on September 7, 2023 (\$2,100).
- 1.15. One (1) coffee service at mid-morning break (coffee, tea and water) at \$4.20 per person (inclusive) for up to 500 people on September 7, 2023 (\$2,100).
- 1.16. One (1) dell buffet luncheon (to include vegetarian and dietary restriction options, beverages and dessert) at \$37.20 per person (inclusive) for up to 500 people on September 7, 2023 (\$18,600).
2. The Contractor shall provide one (1) itemized invoice for the services described on September 5-7, 2023 to include:
 - 2.1. The identity of each item separately described in Exhibit C;
 - 2.2. The date(s) each item was provided;
 - 2.3. The amount due for each item; and
 - 2.4. The cumulative total of all items.
3. Payment shall be made within thirty (30) days following receipt of invoice and acceptance of the contract items to the State's satisfaction. Said payment shall be made out to the Contractor's accounts receivables, address listed on the Integrated Financial system for the State of New Hampshire.
4. Under no conditions shall the contract price exceed \$77,406.50 as stated in line item 1.

Initials: 
Date: 2/3/23

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Taki Pantazopoulos, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
JPA III Management Company, Inc DBA DoubleTree by Hilton Manchester Downtown. I hereby
certify the following is a true copy of a vote taken at

a meeting of the Board of Directors/shareholders, duly called and held on January 10, 2023,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That John Zimmerman, General Manager is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

JPA III Management Company, Inc DBA DoubleTree by Hilton Manchester Downtown
with the State of New Hampshire and any of

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein. □

DATED: 2/7/2023

ATTEST:

(Name & Title)

□



TAKI PANTAZOPOULOS
President

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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

Certificate Number: 0006099591



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of January A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a circular embossed mark.

David M. Scanlan
Secretary of State

