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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

103

February 20, 2024

His Excellency, Governor Christopher T. 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 \$58,500 in registration fees for a two-day advanced training event, entitled "2024 Partnering for a Future Without Violence Conference" to be held September 4-5, 2024, to cover conference costs, effective upon approval of the Governor and Executive Council through September 30, 2024. 100% Other Funds.

Registration fees received are to be budgeted in account: #02-20-20-200010-50860000; Job#20DVCONFFY24, Domestic Violence Conference as follows:

Class/Expense	Class Title	Current FY24 Budget	Increase Amount	Revised FY24 Budget
067-500557	Training of Providers	\$107,781	\$58,500	\$166,281
Funding Source				
009-403259-44	Domestic Violence Conference	\$60,150	\$58,500	\$118,650
000-400338-16	Federal Funds	\$47,631	\$0	\$47,631
Total Funding Source:		\$107,781	\$58,500	\$166,281

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 “2024 Partnering for a Future Without Violence Conference” to be held September 4-5, 2024, effective upon approval of the Governor and Executive Council through September 30, 2024. 100% Federal Funds.

Federal funds received are to be budgeted in account: #02-20-20-200010-50860000;
 Job#20DVCONFFY24, Domestic Violence Conference as follows:

Class/Expense	Class Title	Current FY24 Budget	Increase Amount	Revised FY24 Budget
067-500557	Training of Providers	\$166,281	\$38,000	\$204,281
Funding Source				
009-403259-44	Domestic Violence Conference	\$118,650	\$0	\$118,650
000-400338-16	Federal Funds	\$47,631	\$38,000	\$85,631
Total Funding Source:		\$166,281	\$38,000	\$204,281

- Contingent upon approval of Requested Action #1 and #2, authorize the Department of Justice to conduct a two-day advanced training event, entitled “2024 Partnering for a Future Without Violence Conference” to be held September 4-5, 2024, for a total cost not to exceed \$96,500, 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 \$79,106.50 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, 2024. 61% Agency Income, 39% Federal Funds.

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

02-20-20-200010-50860000,	<u>FY 2024</u>
Domestic Violence Conference,	
067-500557 Training of Providers	\$96,500

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
and the Honorable Council
February 20, 2024
Page 3 of 4

Each of the approximately 450 people attending this annual two-day conference will pay a \$130 registration fee, totaling \$58,500. The remaining funds for the conference will come from the following Department of Justice Federal Grants: \$18,000 from the Children's Justice Act Grant, \$15,000 from the Victims of Crime 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

#4386116

**“2024 Partnering for a Future Without Violence Conference”
 AGENDA - DRAFT**

WEDNESDAY SEPTEMBER 4, 2024

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 5, 2024

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

2024 Partnering For a Future Without Violence Conference

Item	Description	Budget
Printing/Supplies	Program Guide, Name Tags, Lanyards, Portfolios, CEU Application etc.	\$2,400.00
Presenter Expenses	Honorarium and Travel Expenses-Presenters	\$14,993.50
Facility Contract	JPA III Management Company, Inc., dba DoubleTree by Hilton	\$79,106.50
Total		\$96,500.00

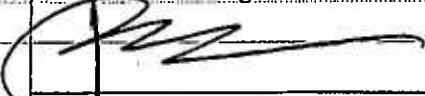
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Justice		1.2 State Agency Address 1 Granite Place South 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 Unit and Class 5086-067	1.7 Completion Date 9/30/2024	1.8 Price Limitation \$79,106.50
1.9 Contracting Officer for State Agency Natalie West-Rogers		1.10 State Agency Telephone Number 603-271-6817	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan Zimmermann G.M.	
1.13 State Agency Signature Kathleen Carr		1.14 Name and Title of State Agency Signatory Kathleen Carr, Director of Administration	
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: Sheri Phillips, AAG On: 2/13/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A
SPECIAL PROVISIONS**

A. The following Provision is added and made part of the P37:

27. Force Majeure

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.

**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 3, 2024 at 3:00 pm to September 5, 2024 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 3, 2024 from 3:00 pm to 6:00 pm
 - 2.2. The Contractor shall provide the following seven (7) breakout rooms: Pemigewasset, Contoocook/Merrimack, Piscataquog, Frost/Hawthorne, Dartmouth, Stark, and Webster to be used concurrently in three (3) 90-minute sessions on both September 4, 2024 and September 5, 2024.
 - 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 4 and September 5, 2024.
 - 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 4-5, 2024.

Initials: 
Date: 2/8/24

- 2.5. The Contractor shall provide a space for a registration area, September 4-5, 2024.
- 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 4-5, 2024.
- 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 4-5, 2024.
3. The Contractor shall hold up to forty-five (45) overnight rooms between September 3, 2023 and September 6, 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 and light breakfast snacks, buffet lunch and afternoon break for up to 500 people on September 4, 2024.
5. The Contractor shall provide morning coffee service and light breakfast snacks and buffet lunch for up to 500 people on September 5, 2024.
 - 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
1 Granite Place South
Concord NH 03301

Initials: 
Date: 2/8/24

**EXHIBIT C
PAYMENT TERMS**

1. The Contract Price shall not exceed **seventy-nine thousand, one-hundred and six dollars and fifty cents (\$79,106.50)** for conference facilities and audio/visual services specifically identified below:

1.1. Seven (7) breakout rooms (Pemigewasset, Contoocook/Merrimack, Piscataquog, Frost/ Hawthorne, Dartmouth, Stark, and Webster) set to accommodate different populations in each session of the entire attendance on September 4-5, 2024 (\$5,000).

1.2. The Armory, set in rounds, to accommodate up to 500 attendees on September 4-5, 2024, 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 3, 2024 (included in the price of 1.1).

1.5. One (1) resource area, with up to eight (8) six-foot (6') tables (with linens) and chairs as necessary on September 4-5, 2024 (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, lavalier 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 4 and 5, 2024. 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 4-5, 2023 (\$500.00).

1.8. Up to fifteen (15) rooms on the "master rooming list" for presenters from September 4-5, 2024 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 4, 2024 to include:

1.10. One (1) coffee service at registration (coffee, tea and water) and light breakfast snacks at \$9.00 per person (inclusive) for up to 500 people on September 4, 2024 (\$4,500).

1.11. One (1) coffee service at mid-morning break (coffee, tea and water) at \$6.00 per person (inclusive) for up to 500 people on September 4, 2024 (\$3,000).

1.12. One (1) buffet luncheon (to include vegetarian and dietary restriction options, beverages and dessert) at \$30.00 per person (inclusive) for up to 500 people on September 4, 2024 (\$15,000).

1.13. One (1) afternoon break (baked goods, snack and beverage) at \$9.00 per person (inclusive) for up to 500 people on September 4, 2024 (\$4,500).

Initials:
Date: 2/8/24

Banquet functions on September 5, 2024 to include:

- 1.14. One (1) coffee service (coffee, tea and water) and light breakfast snacks at \$9.00 per person (inclusive) for up to 500 people on September 5, 2024 (\$4,500).
 - 1.15. One (1) coffee service at mid-morning break (coffee, tea and water) at \$6.00 per person (inclusive) for up to 500 people on September 5, 2024 (\$3,000).
 - 1.16. One (1) buffet luncheon (to include vegetarian and dietary restriction options, beverages and dessert) at \$30.00 per person (inclusive) for up to 500 people on September 5, 2024 (\$15,000).
 2. The Contractor shall provide one (1) itemized invoice for the services described on September 3-5, 2024 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 \$79,106.50 as stated in line item 1.
-

Initials: Ⓟ
Date: 2/8/24

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, John 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 February 8, 2024,

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: February 8, 2024

ATTEST:



(Name & Title)

AK: PANTAZOPOULOS
President; 700 Elm Street LLC
For JPA III Management Company, Inc
DBA: Doubletree by H. Hilton Manchester Downtown

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

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: 0006559869



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2023

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, LLC 1900 West Loop South Suite 1600 Houston TX 77027	CONTACT NAME: Kacy Vargas PHONE (A/C, H, Ext): 713-623-2330 FAX (A/C, No): 713-358-5799 E-MAIL ADDRESS: CertRequests@AJG.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B: Everest National Insurance Company	10120	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED JPA III Management Company, Inc. c/o Pyramid-BMC Holdings, LLC 30 Rowes Wharf, Suite 5300 Boston MA 02110	PYRAADV-01													

COVERAGES

CERTIFICATE NUMBER: 1838073259

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	ADDITIONAL RISKS	INSUR RISK	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$	Y	Y	See Attached	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 100,000,000 AGGREGATE \$ 100,000,000 \$
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 Y	N/A	MWC31264723	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Employers Liability listed above is scheduled as an underlying policy on the Umbrella program.
 Blanket Waiver of Subrogation provided to any entity, where required by written contract, per Workers Compensation form WC 00 03 13.
 60 Days' Notice of Cancellation (except 10 days' notice for non-payment of premium) provided per Workers Compensation form WC 99 03 00.

RE: Doubletree By Hilton Manchester Downtown - 700 Elm Street, Manchester NH 03101

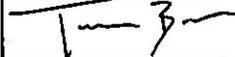
CERTIFICATE HOLDER

NH Attorney General
 Department of Justice
 33 Capitol Street
 Concord NH 03301
 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B. This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

EARLIER NOTICE OF CANCELATION OR NONRENEWAL PROVIDED BY US

SCHEDULE

Number of Days' Notice of Cancellation Non- payment of Premium	Number of Days' Notice of Cancellation Reasons Other Than Non-payment of Premium or Nonrenewal	State(s) Applicable
<u>10</u>	<u>60</u>	<u>SEE ITEM 3.A.</u>
<u>Number of Days' Notice of Nonrenewal</u>		<u>State(s) Applicable</u>

- A. For any statutorily permitted reason for cancellation, the number of days required for notice of cancellation, as provided in the Cancellation Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule.
- B. For any statutorily permitted nonrenewal, the number of days required for notice of nonrenewal as amended by an applicable state endorsement is increased to the number of days shown in the Schedule.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

POLICY NUMBER: MWC31264723

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

AS REQUIRED BY WRITTEN CONTRACT, TO THE EXTENT ALLOWABLE BY
LAW

DATE OF ISSUE: 03-23-22

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