

JH

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

45

January 29, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Agriculture, Markets & Food, Division of Pesticide to hold an organized meeting March 11, 2025 through March 13, 2025 at the Double Tree by Hilton, Manchester, NH for a total conference cost not to exceed \$29,287.50 for the purpose of sponsoring a conference entitled "2025 New England PIRT", effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.
2. Contingent upon approval of Requested Action #1, authorize the Department of Agriculture, Markets & Food, Division of Pesticide, to enter into a contract with Double Tree by Hilton (VC #262118), Manchester, NH, in the amount of \$29,287.50 for the rental of space and catering for the "2025 New England PIRT" conference, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.
3. Contingent upon approval of Requested Actions #1 and #2, authorize an advance payment of \$1,000 to the Double Tree by Hilton Manchester Downtown Hotel, Manchester, NH (VC# 262118) to secure the date and facility effective upon Governor and Council approval. 100% Federal Funds.

Funding is available as follows:

02-18-18-183010-21400000, Pesticide Management

067-500560 – Training of Providers

FY 2025

\$29,287.50

EXPLANATION

In its November 13, 2024 meeting, Governor and Executive Council authorized (Item Number 36) the Division of Pesticide Control to accept and expend federal grant funds in part to support the requested action. The New Hampshire Department of Agriculture, Markets, and Food, Division of Pesticide Control through its shared pesticide regulatory responsibilities under a Cooperative Agreement with the United States Environmental Protection Agency is proposing to host training for New England state pesticide inspectors. The training will include current pesticide regulatory topics including pesticide safety, Endangered Species Protection, and rodenticides. These trainings are important for providing current information to state pesticide inspectors. Continued training efforts for pesticide inspectors serve the benefit of New

Hampshire. The attachments include solicitation results of event location and services, draft program, and the contract agreement.

Respectfully Submitted,

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

Shawn N. Jasper
Commissioner

Attachment A

New Hampshire Division of Pesticide Control
2025 New England PIRT

Hotels Contacted	Dates Available	Hotel Room	Meeting Room	On-site Audio Visual	WiFi	Break Food	Total
Double Tree Manchester	Available	\$22,260 (\$159/night x 4 nights x 35 people = \$22,260)	\$1050 (\$350/day x 3 days = \$1050)	\$2775 (3 days – projector, speakers, microphone, webcam)	\$262.50 (\$75/10 people x 3.5 = \$262.50)	\$2940 (\$28/person x 35 people x 3 days = \$2940)	\$29,287.50
Tru by Hilton Manchester	Available		No Meeting Room Space				
Grappone Center Concord	Available			Not available for dates requested			
Holiday Inn Concord	Not Available						
Courtyard Keene Downtown	Unable to accommodate RFP						
AC Portsmouth Downtown Waterfront	Unable to accommodate RFP						

Attachment B

DRAFT PROGRAM

Monday, March 10, 2025

Travel to Manchester, New Hampshire (Meals on Your Own)

Tuesday, March 11, 2025

8:00 – 8:15 AM:	Welcome/Opening Remarks/Agenda Review
8:15 – 8:30 AM	Attendee Introductions
8:30 - 10:15 AM:	Rodents and Rodenticides: The latest in control. Enforcement challenges.
10:15 – 10:30 AM:	Break
10:30 – 11:00 AM:	The Internet and Enforcement
11:00 – 11:30 AM:	Residential Mosquito Challenges
11:30 – 12:00 PM	Safety: Field Safety Considerations
12:00 – 1:00 PM:	Lunch (on your own)
1:00 – 1:30 PM:	Invasive Species Latest Intruders Neverending changes and enforcement challenges
1:30 – 2:00 PM:	Pesticide Establishment Inspections (PEI) Inspection Refresher
2:00 – 2:30 PM	Pesticide Sampling and Sample Integrity
2:30 – 3:00 PM	Investigative Techniques
3:00 – 3:15 PM	Break
3:15 – 4:15 PM	Pesticide Inspector Challenges Round Table Capturing Highlights States discuss current hurdles, challenges, forms, inspections, expectations, as well as what works and doesn't
4:15 – 5:00 PM	Recap Day Evaluation Discussion Highlights and Homework

DINNER (on your own)

Wednesday, March 12, 2025

8:00 - 8:30 AM:	Pesticide UAV Use: Introduction
8:30 - 9:30 AM:	UAV:, Technical Description
9:30 – 11:30 AM	UAV Demonstration
10:30 – 11:30 AM	UAV Use and Pesticide Inspections

11:30 – 12:00 PM	Worker Protection Standard: Agricultural Exclusion Zone (AEZ) described
12:00 – 1:00 PM	LUNCH
1:00 – 1:30 PM	Report Writing: The written description and the importance of proper grammar.
1:30 – 2:00 PM	Tree Poisoning: Trend, Coincidence, Inspection and Enforcement
2:00 – 2:15 PM	Break
2:15 – 4:00 PM	<u>State Reports:</u> Inspections, investigations, concerns, etc.
2:15 – 2:35 PM	Maine
2:35 – 3:55 PM	Vermont
3:55 – 3:15 PM	Massachusetts
3:15 – 3:30 PM	Break
3:30 – 3:50 PM	Connecticut
3:50 – 4:10 PM	Rhode Island
4:10 – 4:30 PM	New Hampshire
4:30 – 5:00 PM	Re-cap: Common concerns and unique state challenges

DINNER (on your own)

Thursday, March 13, 2025

8:00 AM – 8:45 AM	Endangered Species Initiative: Introduction
8:45 AM – 9:45 AM	Bulletins Live Two:
	Description
	Pesticide Use Limitation Areas (PULA)
	Mitigation Measures
9:45 AM – 10:00 AM	Break
10:00 AM – 11:00 AM	Bulletins Live Two: Inspection and Compliance Assurance
11:00 – 12:00 PM	Endangered Species Initiative Mock Inspection
	Evaluations & Meeting Adjournment - Safe Travels!

Participants

Participation is open to approximately 30 New England pesticide inspectors. Registration will open early in 2025.

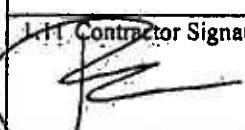
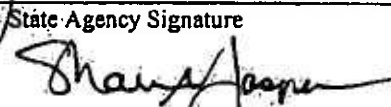
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Agriculture, Markets and Food		1.2 State Agency Address 1 Granite Place, Suite 211 Concord, NH 03301	
1.3 Contractor Name Double Tree by Hilton Manchester Downtown Hotel		1.4 Contractor Address 700 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 206-4215	1.6 Account Unit and Class 21400000-067-500560	1.7 Completion Date 3/31/2025	1.8 Price Limitation \$29,287.50
1.9 Contracting Officer for State Agency David J. Rousseau		1.10 State Agency Telephone Number (603) 271-3640	
1.11 Contractor Signature  Date: 1/29/25		1.12 Name and Title of Contractor Signatory John Zimmerman, General Manager	
1.13 State Agency Signature  Date: 1/30/25		1.14 Name and Title of State Agency Signatory Shawn N. Jasper, Commissioner	
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:  Sr. Assistant Attorney General On: 7 February 2025			
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

NONE.

EXHIBIT B
SCOPE OF SERVICE

The DoubleTree by Hilton Manchester Downtown Hotel will provide the following services for the New Hampshire Department of Agriculture, Markets and Food's *2025 New England Pesticide Inspector Residential Training (PIRT)* for approximately 35 people from March 11 through March 13, 2025:

Rooms, Lodging (\$159/night x 4 nights x 35 people):	\$22,260
Food, beverage (\$28/person x 35 people x 3 days):	\$2,940
Meeting Room (\$350/day x 3 days):	\$1,050
On-site Audio Visual (3 days-projector, speakers, microphone, webcam):	\$2,775
WiFi (\$75/10 people x 35 people divided by 10):	\$262.50
Total:	\$29,287.50

EXHIBIT C
METHOD OF PAYMENT

The total for this contract shall not exceed \$29,287.50.

Payment will be made to the contractor in 2 installments as follows:

Installment 1: Down payment as soon as practical upon Governor and Council Approval in the amount of \$1,000.

Installment 2: Remaining balance up to \$28,287.50 upon satisfactory completion of the work described in Exhibit B within 30 days of approved invoice.

Invoice shall be sent to:

New Hampshire Department of Agriculture, Markets and Food
ATT: Rousseau PIRT
1 Granite Place Suite 211
Concord, NH 03301

Contractor Initials

Date


1/29/25

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: 0006812664



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of November A.D. 2024.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Taki G. Pantazopoulos, hereby certify that I am duly elected President of
(Name)

JPA III Management Co, Inc. DBA DoubleTree by Hilton Manchester Downtown. I hereby certify
the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on January 1, 2025,
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 Co, Inc. DBA DoubleTree by Hilton Manchester Downtown with the
State of New Hampshire and any of
(Name of Corporation)

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: January 23, 2025

ATTEST:


Taki G. Pantazopoulos
President, JPA III Management Co, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2025

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 No. Ext.): 713-623-2330 E-MAIL: CertRequests@AJG.com ADDRESS: CertRequests@AJG.com	FAX (A/C No.): 713-358-5799
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: QBE Specialty Insurance Company		11515
INSURER B: National Specialty Insurance Company		22608
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 358077292 **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 SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$25,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER:		VTGLD1515200	12/15/2024	12/15/2025	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 \$
	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) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		140001375	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 100,000,000 AGGREGATE \$ 100,000,000 \$
	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 \$
B	Liquor Liability		VTGLD1515200	12/15/2024	12/15/2025	Each Common Cause \$1,000,000 Location Aggregate \$1,000,000 Policy Aggregate \$2,000,000

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 - Designated Person or Organization (on a blanket basis where required by written contract or agreement) Automatic Status when required by written contract or agreement as per form CG 20 26 12 19
Additional Insured - Managers or Lessors of Premise, as where required by written contract as per form CG 20 11 04 13
Additional Insured - Mortgagee, Assignee, or Recelver, as where required by written contract as per form CG 20 18 12 19
Additional Insured - Owners, Managers, or Lessors of Premises (Liquor Liability), as where required by written contract as per form CG3401 1219
Additional Insured - Grantor of Franchise (Liquor Liability), as where required by written contract as per form CG3402 1219
Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations (Liquor Liability), as where required by See Attached...

CERTIFICATE HOLDER NH Division of Pesticide Control NH Dept. of Agriculture, Markets and Food 1 Granite Place South Suite 211 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

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AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED JPA III Management Co Inc. dba Manchester Downtown Hotel c/o Pyramid Management Holdings, LLC 30 Rowes Wharf, Suite 5300 Boston MA 02110	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

written contract as per form CG3403 1219

Additional Insured - Sponsors (Liquor Liability), as where required by written contract as per form CG3404 1219

Waiver of Subrogation applies where required by written contract CG 24 04 12 19.

General Liability policy is Primary and Non-Contributory, where required by written contract CG 20 01 12 19

Notice of Cancellation to Third Parties - 30 Days' notice as per form VIL 0201 0823. 30 days NOC except 10 days for Non-Payment of Premiums.

Broad Form Named Insured - Broad Form Named Insured (to include entities where required by written contract, per form VGL 2003 0623

Inkeepers Liability Endorsement VGL 2206 0623 - Property Damage Legal Liability \$50,000 Each Occurrence, Property Damage Aggregate \$1,000,000 - Deductible - \$2,500.

General Liability policy includes Terrorism and has \$25,000 Self-Insured Retention. The Umbrella follows form of the General Liability policy and includes Terrorism.

Pyramid Global Hospitality 12/15/2024 - 12/15/2025
Umbrella Limit of Liability \$100,000,000 - Including TRIA

\$100M	Endurance American Insurance Company NAIC# 10841 - \$10M xs \$90M AM Best Rating A+ XV; S&P Rating A+; Policy #EXC30078322400
\$90M	The Ohio Casualty Insurance Company NAIC# 24074 100% - \$15M xs \$75M AM Best Rating A+ XV; S&P Rating A+; Policy #ECO2563870041
\$75M	Scottsdale Insurance Company NAIC# 41207 100% - \$15M xs \$60M AM Best Rating A+ XV; S&P Rating A+; Policy #XL52005884
\$60M	Lexington Insurance Company NAIC# 19437 100% - \$10M xs \$50M AM Best Rating A+ XV; S&P Rating A+; Policy #0277345966
\$50M	The Continental Casualty Company NAIC# 20443 100% - \$15M xs \$35M AM Best Rating A+ XV; S&P Rating A+; Policy #7017883790
\$35M	Westchester Fire Insurance Company NAIC# 10030 100% - \$10M xs \$25M AM Best Rating A+ XV; S&P Rating AA; Policy #048882134001
\$25M	Aspen American Insurance Company NAIC# 43480 100% - \$10M xs \$15M AM Best Rating A+ XV; S&P Rating A+; Policy #CX00P5E24
\$15M	Great American Assurance Company NAIC# 26344 - \$5M xs \$10M AM Best Rating A+ XV; S&P Rating A+; Policy #EXC5773573
\$10M	Endurance American Insurance Company NAIC# 10841 100% - \$5M xs \$5M AM Best Rating A+ XV; S&P Rating A+; Policy #EXC30050179601
\$5M	QBE Insurance Corporation NAIC# 39217 100% - Lead \$5M AM Best Rating A+ XV; S&P Rating A+; Policy #149001378

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 34 02 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – GRANTOR OF FRANCHISE – LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as grantor of a franchise to you and for "injury" arising out of the selling, serving or furnishing of any alcoholic beverage by any insured.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION –
PERMITS OR AUTHORIZATIONS – LIQUOR LIABILITY**

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule.

This insurance applies only to "injury" arising out of the selling, serving or furnishing of any alcoholic beverage by any insured at events for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization for use of their premises.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ADDITIONAL INSURED – SPONSOR(S) – LIQUOR LIABILITY

LIQUOR LIABILITY COVERAGE PART

Name(s) Of Person(s) Or Organization(s):

Description Of Event Or Function:

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as a sponsor of the event or function shown in the Schedule and for "injury" arising out of the selling, serving or furnishing of any alcoholic beverage by any insured.

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

This endorsement shall not increase the applicable limits of insurance.