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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

January 17, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), requests authorization to enter into a contract with JPA III Management Co., Inc., dba the Radisson Hotel Manchester (VC #165195-B001), 700 Elm Street, Manchester, NH 03101, for an amount of \$32,256.00 for the purpose of providing conference facilities and food service, and authorization for HSEM to conduct the 10th Annual Emergency Preparedness Training Conference on June 11, 2014. Effective upon Governor and Council approval through June 11, 2014. Funding source: 100% Federal Funds.

Further authorize that a contingency in the amount of \$3,225.60 be approved to cover expenses associated with more people attending in the conference than originally anticipated bringing the total to \$35,481.60. Funding source: 100% Federal Funds.

Funding is available in SFY14 as follows:

02-23-23-2360-10-74840000 Dept of Safety-Homeland Security & Emergency Mgmt-Information and Analysis Center (IAC)
102-500731 Contracts for Program Services \$35,481.60

Explanation

The Department of Safety, Division of Homeland Security and Emergency Management (HSEM), and the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), will host a one-day training conference for emergency management directors, public health officials, hospital representatives, fire and police departments, emergency medical services workers, selectmen, state and municipal officials, public health networks, and health officers. The conference includes breakout sessions that will provide practical hands-on experience for the attendees to take back to their communities/organizations and put it to use. Approximately 700 attendees are expected at the conference. There will be no paid speakers associated with this training conference, and participants are not being charged any fees.

In September 2013, the 2014 Emergency Preparedness Conference Committee issued a Request for Bid for a conference facility. The Request for Bids were sent to conference facilities in New Hampshire with the capacity to accommodate the number of anticipated attendees, vendor space and 10 breakout rooms needed repeatedly for sessions during the conference. There are only three facilities in New Hampshire that meet these needs: Radisson Hotel Manchester, Waterville Valley Conference Center and Radisson Hotel Nashua. Waterville Valley responded that they were not available and the Radisson Nashua acknowledged receipt of the RFP but did not submit a proposal.

The Radisson Hotel Manchester was selected for the contract as they were the only facility that submitted a proposal. HSEM will provide funding for the food and beverage portion of the proposal and DPHS will cover the cost of the facility, audio-visual rentals and miscellaneous portions of the proposal through an existing training contract in the amount of \$11,647.00.

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

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

Subject:

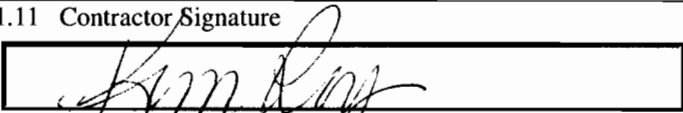
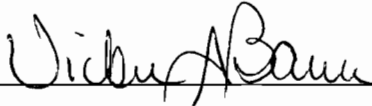
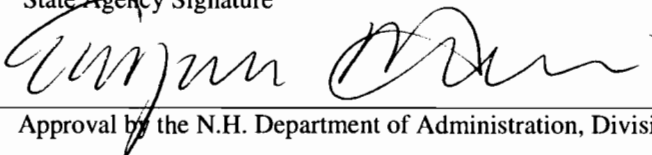
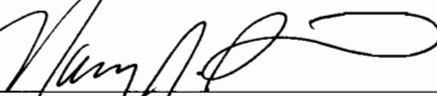
2014 Emergency Preparedness Conference

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department Safety		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name JPA III Management Co., Inc. dba Radisson Hotel Manchester		1.4 Contractor Address 700 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-206-4216	1.6 Account Number See Exhibit B Attached	1.7 Completion Date June 11, 2014	1.8 Price Limitation 35,481.60
1.9 Contracting Officer for State Agency Elizabeth Bielecki, Director of Administration		1.10 State Agency Telephone Number 603-271-2589	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kim Roy, General Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>Jan 14, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace VICKIE A. BAUER, Notary Public My Commission Expires September 9, 2014 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace VICKIE A. BAUER, Notary Public My Commission Expires September 9, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Elizabeth Bielecki, Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2/3/2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement (“Effective Date”).
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

Contractor Initials VR
Date 1/14/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.


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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 11/14/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials
Date 1/14/14

EXHIBIT A

Scope of Services

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

1. The Emergency Preparedness Conference will be held on Wednesday, June 11, 2014 from 7:30 to 5:00.
2. The Contractor will provide continental breakfast, morning break, a plated lunch and afternoon break for 700 people.

EXHIBIT A – Attachment

Food & Beverage (F&B)

Coffee, tea, decaf, soda and bottled water \$4.25 per person x 700 people	\$2,975.00
Continental breakfast* \$10.95 per person x 700 people	\$7,665.00
Afternoon Break: Cheese, crackers and sweets \$4.25 per person x 700 people	\$2,975.00
Lunch** \$18.95 per person x 700 people	\$13,265.00
Subtotal	\$26,880.00
20% Gratuity (State is tax exempt on F&B)	\$5,376.00
10% Overage	<u>\$3,225.60</u>
GRAND TOTAL	\$35,481.60

*Continental breakfast includes: assorted chilled juices, sliced seasonal fruit, assorted muffins, pastries, coffee, decaf, and tea.

** Lunch includes: Salad, Chicken and optional vegetarian entrée, rolls, vegetable du jour, starch, coffee, decaf and tea. The most efficient (time and money) manner to serve 700 attendees is to provide a sit-down luncheon; with a buffet there is more 'waste'.

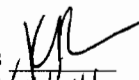
Contractor Initials 
Date 4/14/14

EXHIBIT B

Contract Price

1. The Contractor agrees that the total payment by the State under this contract will be up to \$35,481.60, which includes a 10% overage on food and beverages.
2. Upon completion of the services set forth in Exhibit A, the State will pay to the Contractor the actual cost of meals and function rooms for attendees at the conference as follows:
 - a. The Contractor shall provide the State with an itemized invoice of the charges upon completion of the contract.
 - b. The contract price shall be due and payable 30 days subsequent to the completion date set forth on page 1, block 1.7, of this contract.
 - c. The State of New Hampshire, Department of Safety, Division of Homeland Security and Emergency Management is tax exempt for rooms and meals tax but will pay a 20% gratuity charge for food services, which is included in the contract price.

3. Funding is available in SFY14 as follows:

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

102-500731 Contracts for Program Services

\$35,481.60

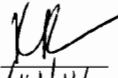
Contractor Initials 
Date 1/14/14

EXHIBIT C

SPECIAL PROVISIONS

1. With the agreement of both parties, Section 14.1.1 of the General Provision is amended to read as follows:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence; and
2. Notwithstanding anything in this agreement to the contrary, the State may terminate this agreement without cause upon seven (7) days written notice.
3. If the State shall terminate this agreement without cause, upon less than seven (7) days notice, the State agrees to pay the Contractor \$100.00 and the Contractor agrees to accept the sum of \$100.00 in full satisfaction of any and all damages incurred by such termination.
4. Notwithstanding anything in this agreement to the contrary, the Contractor, except where notice of default has been given hereunder to the Contractor by the State, may terminate this agreement without cause upon thirty (30) days written notice.

Contractor Initials

Date 1/14/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JPA III MANAGEMENT COMPANY, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on May 26, 1995. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of January, A.D. 2014

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

William M. Gardner
Secretary of State

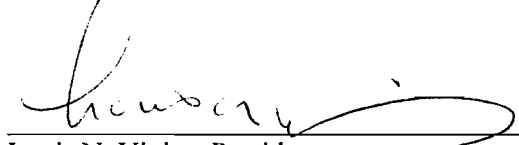
CERTIFICATE OF VOTE

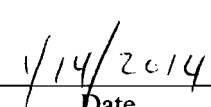
I, Louis N. Vinios, President of JPA III Management Company, Inc., d/b/a the Radisson Hotel Manchester, NH do hereby certify that:

- (1) I am the President of JPA III Management Company, Inc. a Massachusetts corporation;
- (2) I maintain and have custody of and am familiar with the minutes of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following is true, accurate and a complete copy of the resolution adopted by the Board of Director of the corporation at a meeting for the said Board of Directors held on April 1, 2013, which was duly held in accordance with Massachusetts law and the by-laws of the corporation


VOTED: That JPA III Management Company, Inc. d/b/a Radisson Hotel Manchester, NH be, and hereby is, authorized to enter into an agreement with the NH Department of Safety in the amount \$35,481.60 to provide refreshments, and lunch for the Emergency Preparedness Training Conference; and that Kim Roy is authorized to enter into and execute and deliver the referred to above

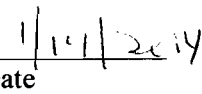
(5) I further certify that the above vote is in full force and effect this date


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


 Date

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


 Notary Public


 Date

My commission expires:
Seal:

VICKIE A. BAUER, Notary Public
My Commission Expires September 9, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/14/2014

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 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 The Driscoll Agency, Inc. 93 Longwater Circle P.O. Box 9120 Norwell MA 02061	CONTACT NAME: PHONE (A/C, No, Ext): 781-681-6656 FAX (A/C, No): 781-681-6686 E-MAIL ADDRESS: jbd@driscollagency.com PRODUCER CUSTOMER ID #: 3177													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Preferred Concepts, LLC</td> <td></td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td></td> </tr> <tr> <td>INSURER C: Liberty Mutual Fire Insurance Co</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Preferred Concepts, LLC		INSURER B: Liberty Insurance Corporation		INSURER C: Liberty Mutual Fire Insurance Co		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Preferred Concepts, LLC														
INSURER B: Liberty Insurance Corporation														
INSURER C: Liberty Mutual Fire Insurance Co														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED JPA III Management Co., Inc. dba Radisson Hotel Manchester 45 Braintree Hill Office Park #402 Braintree MA 02184														

COVERAGES **CERTIFICATE NUMBER: 1976454271** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	TB7Z11261088023	9/30/2013	9/30/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 CG0001 12/07 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Car Phys Dam	Y	Y	AS2Z11261088013	9/30/2013	9/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	799360319170	9/30/2013	9/30/2014	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				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Garagekeepers Direct-Primary			AS2Z11261088013	9/30/2013	9/30/2014	Liability \$1,000,000 Comprehensive \$500 Ded Collision \$500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: 700 Elm Street, Manchester, NH - Radisson Hotel; Garage located 650A Elm St, Manchester, NH
 New Hampshire Department of Safety Homeland Security and Emergency Management is included as Additional Insureds for General Liability and Excess (Umbrella) Liability as required by a signed written contract See Attached...

CERTIFICATE HOLDER New Hampshire Department of Safety 33 Hazen Drive Homeland Security and Emergency Management Concord NH 03305	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2014

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 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 Eastern Insurance Group LLC 233 West Central Street Natick MA 01760	CONTACT NAME: Risk Management PHONE (A/C No. Ext): (508) 651-7700 FAX (A/C No.): E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>MEMIC Indemnity Company Inc</td> <td></td> </tr> <tr> <td>INSURER B</td> <td></td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	MEMIC Indemnity Company Inc		INSURER B			INSURER C			INSURER D			INSURER E			INSURER F	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A	MEMIC Indemnity Company Inc																				
INSURER B																					
INSURER C																					
INSURER D																					
INSURER E																					
INSURER F																					
INSURED JPA III Management Co, Inc dba Radisson Hotel Manchester 700 Elm Street Manchester NH 03101																					

COVERAGES	CERTIFICATE NUMBER: 2013-2014	REVISION NUMBER:
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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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	3102801243	9/30/2013 9/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER New Hampshire Department of Safety Homeland Security & Emergency Mgt 33 Hazen Drive Concord, NH 03305	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 Rosemary Fulham/LEEO
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TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P: 43

21-P: 43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.