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May 14, 2021

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Economic Development, to enter into a no-cost Memorandum of Understanding (MOU) with the New Hampshire Manufacturing Extension Partnership (New Hampshire MEP) for the collaborative promotion and development of manufacturing firms and interests, effective upon Governor and Council approval for the period July 1, 2021 to June 30, 2023.

EXPLANATION

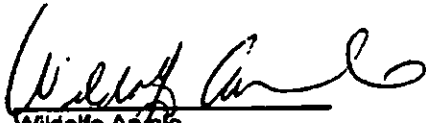
The Division of Economic Development (DED) seeks authorization to enter into a MOU with New Hampshire MEP to set forth the terms under which the two parties will work collaboratively in the promotion and development of manufacturing firms and their interests throughout the State of New Hampshire. New Hampshire MEP and DED will work to accomplish objectives detailed through the Scope of Work (Exhibit A) and will utilize joint resources in the areas of education, training, and other economic development activities.

Under the stated objectives of the federally funded Manufacturing Extension Partnership Program, New Hampshire MEP is mandated, among other activities, to leverage private and public partnerships with universities, business partners, and other training resources to improve performance, competition, and training in the manufacturing sector.


Since becoming the Department of Business and Economic Affairs on July 1, 2017, DED and New Hampshire MEP took careful consideration in designing an agreement reflective of the new goals and objectives of the department, as well as the new relationship between the two parties.

The Attorney General's office has approved this contract to form, and substance and execution.

Respectfully Submitted,


Wildolfo Arzelo
Director

Concurred,


Taylor Caswell
Commissioner

**New Hampshire Manufacturing Extension Partnership
and
New Hampshire Department of Business and Economic Affairs
Partnership Agreement**

I. Purpose Statement and the Manufacturing Extension Partnership Program:

This Partnership Agreement (Agreement) establishes an agreement for the New Hampshire Manufacturing Extension Partnership ("New Hampshire MEP") and the NH Division of Economic Development (DED) within the New Hampshire Department of Business and Economic Affairs ("BEA"). The purpose of the Agreement is to set forth the terms under which the Parties will work collaboratively in the promotion and development of manufacturing firms and their interests throughout the State of New Hampshire. New Hampshire MEP and the BEA pledge to accomplish these objectives through the Scope of Work described in the attached Schedule A and the utilization of joint resources in the areas of education, training, and other economic development activities. This MOU describes the role of the Parties and provides guidelines for the Parties to work collaboratively in promoting these common objectives in a manner that is consistent both with the mission of BEA and the needs of the New Hampshire's small and medium-sized manufacturers (SMEs). Under the stated objectives of the federally funded Manufacturing Extension Partnership Program (the "MEP Program"), New Hampshire MEP is mandated, among other activities, to leverage private and public partnerships with universities, business partners, and other training resources to improve SME performance, competition and training. These activities are to be conducted and implemented in a manner that maximizes both the efficient use of federal and private funds, while avoiding duplication of efforts on a state and nationwide basis. This Agreement is intended to accomplish these MEP programmatic objectives.

The BEA offers comprehensive business and community assistance services for those interested in starting, relocating, expanding or enhancing their manufacturing business in New Hampshire. DED provides business retention and recruitment services, and includes the Office of International Commerce, and the NH Procurement Technical Assistance Center. The mission of DED is to expand economic growth in New Hampshire through the attraction of new businesses; the expansion of existing businesses; promoting New Hampshire products and businesses to overseas markets; assisting with workforce training, and assisting businesses in securing federal contracts.

Role of the Parties:

A description of the business activities and/or projects, the collaborative efforts of the Parties, the services that may be required and the allocation of resources is contained in the Scope of Work, is attached hereto and identified as Schedule A. To the extent the Parties identify opportunities for future activities, projects, collaborative efforts and the sharing of resources, an amended Schedule A will be agreed to and incorporated consistent with the terms and conditions provided herein.

II. Miscellaneous:

- (a) For purposes of management as to the terms of this Agreement and all decision making material to the accomplishment of the objectives provided for herein, the Parties hereby appoint the following representatives to act on their respective behalves:

For the NH Department of Business and Economic Affairs:

Wildolfo Arvelo, Director
NH Department of Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301
(603) 271-2591

For New Hampshire MEP:

Zenagui Brahim, Executive Director
New Hampshire MEP
172 Pembroke Road
Concord, NH 03301
(603) 226-3200

- (b) This Agreement is effective from July 1, 2021 (the "Effective Date") through June 30, 2023. Thereafter, the MOU may be renewed upon such terms and conditions as are mutually agreeable to the Parties.
- (c) This agreement is based upon predicted funding of position and resources, as well as the anticipated priorities of the division. This agreement will be evaluated on a yearly basis to verify past year contributions, as well as any necessary changes in the agreement for the following fiscal year.
- (d) In making available non-federal resources, the characterization and use of such resources by a contributing Party will be consistent with all requirements provided for under federal and state laws, rules and regulations applicable to the contributing Party and MEP Program participants.
- (e) The Parties engaged in this MOU may terminate, modify, or suspend this Agreement upon thirty (30) days written notice to the non-terminating party;
 - (i) if a suspension or cessation of federal or state funding occurs so as to materially impact the ability of either Party to participate;
 - (ii) upon cessation of either party doing business;
 - (iii) upon a material breach of a Parties' obligations hereunder; or
 - (iv) by mutual agreement.
- (f) During the term of this Agreement and for a period of three (3) years from the termination of this Agreement, the BEA shall cooperate in making available such business and financial records (hereinafter the "Records") as necessary, and available, to meet all required regulatory and/or financial obligations.

III. Financial and Programmatic Monitoring:


The BEA agrees to provide New Hampshire MEP with the necessary financial and programmatic documentation as outlined in Schedule B, attached hereto and incorporated by reference.

IV. Regulatory Compliance:


The Parties mutually agree that they are in compliance with the requirements set forth in Schedule C, attached hereto and incorporated by reference.

This Agreement is agreed to by the following representatives of the BEA and New Hampshire MEP.

For BEA:


By: Wildolfo Arvelo Date 5/12/21

For New Hampshire MEP:


By: Zenagui Brahim Date 5/16/2021

Schedules

- Schedule A – Scope of Work
- Schedule B - Financial and Programmatic Monitoring
- Schedule C – Federal Funding Compliance

Approved as to form, substance and execution:

/s/ Stacie M. Moeser
Office of the Attorney General

May 25, 2021
Date

I hereby certify that the foregoing Memorandum of Understanding was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on:

Date of Meeting

Item #

Schedule A

Scope of Work

The Division of Economic Development offers comprehensive services including but not limited to:

- Business and technical assistance for manufacturers.
- Grant assistance in recruiting and training new employees and incumbent workers.
- Subsidized technical assistance from the University of New Hampshire.
- Technical assistance to New Hampshire companies interested in procuring federal and state contracts.
- Permit/license assistance.
- Customized reports and personal tours on available industrial and office real estate.
- Export consulting.

New Hampshire MEP and BEA conduct joint client site visits and refer potential clients to each other in an effort to provide outreach and make SMEs aware of the other Party's service offerings and programs.

New Hampshire MEP and BEA participate in the implementation of the New Hampshire Sector Partnerships Initiative. NH Sector Partnerships Initiative (NH SPI) is a collaborative, industry-led program that provides funding, training expertise and other resources to help companies, within a growing industry sector, collaborate on workforce development needs.

New Hampshire MEP and the BEA maintain the expertise and share resources necessary to provide a variety of services to New Hampshire's SMEs. Pursuant to this MOU and for those SMEs jointly served, it is the understanding of the Parties that the BEA will:

1. Advocate for manufacturing companies, offering information and resources to help manufacturing businesses grow and prosper in New Hampshire;
2. Work through NH PTAC to help manufacturers obtain the information needed to bid competitively on, federal, state and local contracts;
3. Collaborate with public/private partners to promote and enhance the state's economy and quality of life through grants and technical assistance opportunities;
4. Work in cooperation with OWO and other partners to promote lifelong learning and to provide the means for New Hampshire workers to gain sufficient skills, education, and employment;
5. Work with the Office of International Commerce (OIC) to help New Hampshire manufacturers initiate and/or expand their export efforts, as well as assist overseas importers and distributors find key people and information to further global trading ventures in the State of New Hampshire. OIC's unique alliance of state, federal and private sector organizations offers information, programs and customized services;
6. Continue to support the New Hampshire Innovation Research Center (NHIRC), on the campus of the University of New Hampshire, to assist New Hampshire industries in becoming more competitive, and thereby retain and increase industrial employment. The NHIRC supports New Hampshire companies by providing matching funds to support translational research efforts that further growth and development;

7. Participate in New Hampshire MEP facilitated simulation workshops, determined by BEA as necessary and appropriate, to gain understanding of MEP methodologies to enable its field staff to identify areas in which manufacturers would benefit from the technical assistance available through New Hampshire MEP;
8. Invite New Hampshire MEP project managers to participate yearly in a resource coordination meeting. The purpose of the meeting is to inform DED staff of MEP programs so that staff can continue to assist New Hampshire MEP clients that may benefit from BEA's program. Client information will be exchanged to the extent that confidentiality is not a requirement of the program areas; and
9. Coordinate the activities of state and local economic development agencies to help ensure collaboration of services to clients.

In conjunction with these activities, New Hampshire MEP will provide the following:

1. Promote BEA's resources to New Hampshire MEP clients and refer companies to the BEA for assistance in the process of applying for any program assistance;
2. Provide timely response through company visits to all client companies referred by BEA personnel, and report back to BEA on the status of that response;
3. Train BEA staff members and their representatives through simulation workshops, as necessary and appropriate, to introduce New Hampshire MEP methodologies, which will help BEA field staff to identify areas in which manufacturers would benefit from the technical assistance available through New Hampshire MEP;
4. Ensure attendance by its project manager(s) at BEA workshops or coordination meetings, as appropriate, to gain knowledge to better assist New Hampshire MEP clients in accessing BEA's program. New Hampshire MEP will observe issues of client confidentiality to the extent requested by BEA;
5. As appropriate, participate in the implementation of the New Hampshire Sector Partnerships Initiative;
6. Assist BEA in understanding manufacturers' needs and project implementation requirements;
7. Include BEA in the organization and delivery of the annual Governor' Advanced Manufacturing and High Technology Summit; and
8. Provide a yearly status report on December 1st detailing NHMEP client activities.

The Parties will also identify representatives from their respective organizations who will undertake the following networking and shared program development activities:

1. Mutual facilitation and promotion of workshops, training events, and other planning activities consistent with promoting BEA and the MEP Program goals and objectives;
2. Marketing support to each other, including website links, exchanging news articles, press releases, and other collateral materials, and
3. Identify future project opportunities on behalf of SMEs and assist in obtaining related financial resources and supports.

Estimated Cost Share

In association with its activities, and consistent with National Institute of Standards and Technology's (NIST) MEP Program objectives, BEA shall contribute allowable costs with NHMEP for BEA's outreach efforts on behalf of New Hampshire SMEs which is estimated at one hundred eighty four thousand dollars.

Schedule B

Financial and Programmatic Monitoring

A. Operational Budget

For purposes of this relationship, and upon request, BEA shall provide a copy of its Operational Budget identifying the estimated cost share expenditure line items.

B. Financial Monitoring

Upon request, the BEA shall provide financial documentation of payroll costs associated with the activities and other in-kind services not otherwise recorded.

BEA acknowledges and understands that all costs allocated to the activities under this Agreement and claimed by New Hampshire MEP, as matching funds for purposes of meeting its federal funding requirements must be derived from non-federal sources.

Programmatic Monitoring

The BEA and New Hampshire MEP will share the following with each other upon request:

- A narrative progress report related specifically to the activities described herein and any other New Hampshire MEP related activities and/or projects;
- Programmatic literature, curricula, marketing and promotional materials and such other business records related to the activities; and
- Other documentation as may be required by BEA/New Hampshire MEP pursuant to federal funding audit guidelines.

Schedule C

BEA Budget and Budget Justification

Income

State Funds	\$184,000
Total Income	\$184,000

Expenses

Salaries	\$ 69,000
Benefits	\$ 31,000
Travel	\$ 4,500
Supplies, equipment	\$ 13,500
Contractual	\$ 20,000
Rent and Utilities	\$ 12,000
Conference/Event	\$ 5,000
Marketing/Advertising/Communication	\$ 29,000
Total Expenses	\$ 184,000

Income

BEA's Division of Economic Development is principally funded by the State of New Hampshire. In-kind support is based upon predicted, or existing funding for salaried positions and resources provided by the state budget. Changes in the biennial budget, as well as the availability of personnel, may impact the above projections.

Expenses

Salaries: BEA salaries of the Division of Economic Development as related to outreach to manufacturers regarding programs and services available through New Hampshire MEP and its related manufacturing activities that support the MEP mission.

Benefits: Benefits are calculated at the going rate for state employees.

Travel: Travel costs for BEA employees to conduct site visits to NH manufacturers, includes gas, reimbursed mileage, repairs, replacement costs.

Supplies: Division expenses including office supplies, equipment, copying.

Consultants/Contractual: Costs for engaging industry experts; subscriptions for online data tools; in-house software licenses.

Rent and Utilities: Expenses attributed to building lease, utilities, improvements and maintenance.

Marketing/Advertising/Communication: Costs for social media management and contracts, radio promotion, print materials for programs.

Conference/Events: Costs associated with organizing events targeting the manufacturing sector, and value costs associated with sponsorships.

State of New Hampshire

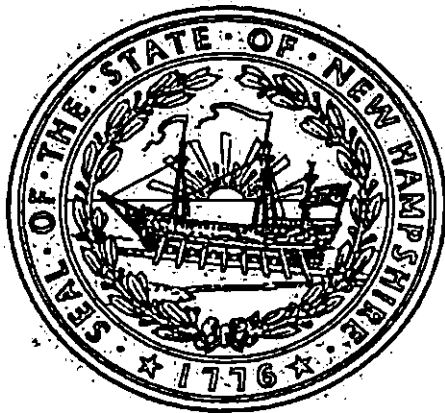
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE MANUFACTURING EXTENSION PARTNERSHIP is a New Hampshire Trade Name registered to transact business in New Hampshire on December 03, 2008. 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: 605770

Certificate Number: 0005253856



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of February A.D. 2021.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, David Metzemaekers, hereby certify that I am duly elected Chairman of Manufacturing Extension Partnership of NH (NH MEP). 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 December 8, 2017 at which a quorum of the Directors/shareholders were present and voting.

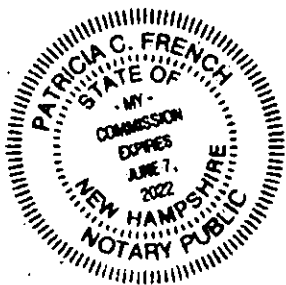
VOTED: That Zenagui Brahim is duly authorized to enter a Contract on behalf of with the Manufacturing Extension Partnership of NH with the New Hampshire Department of Business and Economic Affairs and further is Authorized to execute any documents which may in his/her judgment be desirable or necessary 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 6th of May 2021. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the corporation to the specific contract indicated.

Dated:

05/06/2021


David Metzemaekers
Chairman, NH MEP



Patricia C French
5/6/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/20

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 CS&S/EASTERN INSURANCE GROUP, LLC PO BOX 958489 Lake Mary, FL 32746-8989 1-877-724-2669		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): EMAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20443
INSURED MANUFACTURING EXTENSION PARTNERSHIP OF NEW HAMPSHIRE 172 PEMBROKE RD. CONCORD, NH 03301			

COVERAGES **CERTIFICATE NUMBER:** **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.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	<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 OTHER:	Y		2099757923	01/23/21	01/23/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			2099757923	01/23/21	01/23/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Acord 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire, DBEA/OWO is added as an additional insured as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.

CERTIFICATE HOLDER State of New Hampshire, DBEA/OWO 1 Eagle Sq., Suite 100 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2020

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.

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: Commercial Lines - (305) 443-4886, USI Insurance Services LLC, 2601 South Bayshore Drive, Suite 1600, Coconut Grove, FL 33133. CONTACT NAME: Risk Management Department, PHONE: (866) 443-8489, FAX: (800) 889-0021, E-MAIL ADDRESS: Work.Comp@Trinet.com. INSURER(S) AFFORDING COVERAGE: Indemnity Insurance Company of North America, NAIC #: 43575.

COVERAGES CERTIFICATE NUMBER: 15060301 REVISION NUMBER: See below

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.

Table with 7 columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers' Compensation coverage is limited to worksite employees of New Hampshire Manufacturing Extension Partnership Inc. Dba NHMEP through a co-employment agreement with TriNet HR III-A, Inc.

CERTIFICATE HOLDER: State of New Hampshire, DBEA / OWO, One Eagle Square, Suite 100, 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: B. M. Carl