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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of TRAVEL and TOURISM DEVELOPMENT

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 033021856

JEFFREY ROSE
Commissioner

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TRAVEL GUIDE: 800-386-4664
WEBSITE: www.visitnh.gov
E-MAIL: travel@dred.state.nh.us

May 23, 2013

Sole Source

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

REQUESTED ACTION

Authorize the Department of Resources and Economic Development Division of Travel and Tourism Development (DTTD) to enter into a **SOLE SOURCE** contract with Granite State Ambassadors, Inc. (VC #158639) of Manchester, New Hampshire in an amount of \$136,000 for tourism related training and volunteer coordination upon Governor and Council approval through June 30, 2015.

100% General Funds.

Funding is available in accounts titled Travel-Tourism Dev. Fund and Travel/Tourism Revolving Fund as follows, pending budget approval for fiscal years 2014 and 2015, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		<u>FY2014</u>	<u>FY2015</u>
03-35-35-352010-36200000-069-500567	Promotional-Marketing Expenses	\$60,600	\$60,600
03-35-35-352510-36250000-069-500567	Promotional-Marketing Expenses	\$ 7,400	\$ 7,400

EXPLANATION

Granite State Ambassadors, Inc., (GSA) now in its 18th year, is a non-profit organization. This unique organization was developed specifically for the purpose of training, managing and servicing New Hampshire's tourism industry by certifying and coordinating volunteers to staff welcome information centers around the state. It was the first of its kind in public/private partnership to fill a need to deliver consistent, informed, high quality, tourism information and training services to our industry. As such, GSA is not per se, a vendor. It is a private/public partnership specifically developed for this purpose.

We are requesting this as a sole source contract as DTTD has been working with GSA since 1999; we have had an excellent relationship with the GSA; and the GSA is the only organization with the capabilities to serve in this partnership with DTTD. In 1999, DTTD recognized the need for an entity that could work with us to provide product, service and hospitality training to our State's myriad of 'front desks' and visitor points of contact to enhance the visitor experience. The program continues to be shaped to meet the commitment of up-to-date tourism training and the information services needs of the industry.

GSA will provide training, representation and ambassador services to DTTD. GSA augment our DTTD staff by providing volunteers who respond to visitor information and service requests at the welcome information centers and other key entry point locations around the state. The services provided to DTTD includes, but is not limited to, the management and coordination of the three week Eastern States Expo (Big E) on behalf of DTTD, management of exhibitor booths on behalf of DTTD at in-state consumer shows such as the Made in New Hampshire Expo and the New Hampshire Camping and RV Show, distribution of DTTD produced literature and promotional material at independent GSA member managed information booths, production of video training tracks on subjects pertaining to customer service and hospitality, and performing evaluations of each state run welcome information center.

GSA will provide statistical reports, based on feedback they receive when assisting our visitors, that will enable DTTD to review the effectiveness of the program and plan ongoing strategies that enhance the visitor experience. GSA will monitor and inform DTTD of welcome information center activities and hospitality trends in other states through a report generated monthly. GSA participates in planning discussions of DTTD's strategic partners to represent the knowledge gained about our visitors gleaned at the various visitor contact points.

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

Respectfully submitted,



Lori Harnois, Director
Div. of Travel & Tourism Development

Concurred,



Jeffrey Rose, Commissioner
Dept. of Resources & Economic Development

Subject: GRANITE STATE AMBASSADORS VC#158639 FORM NUMBER P-37 (version 1/09)

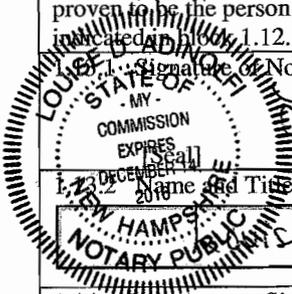
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT		1.2 State Agency Address 172 PEMBROKE ROAD, PO BOX 1856, CONCORD NH 03301	
1.3 Contractor Name GRANITE STATE AMBASSADORS, INC.		1.4 Contractor Address ONE AIRPORT ROAD, SUITE 198, MANCHESTER, NH 03103	
1.5 Contractor Phone Number 603-621-0638	1.6 Account Number 03-35-352010-3620,3625-069	1.7 Completion Date JUNE 30, 2015	1.8 Price Limitation \$136,000
1.9 Contracting Officer for State Agency MICHELE COTA, MARKETING MANAGER		1.10 State Agency Telephone Number 603-271-2665	
1.11 Contractor Signature <i>Judi L. Window</i>		1.12 Name and Title of Contractor Signatory Judi L. Window, President/CEO	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>5/22/13</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.			
Signature of Notary Public or Justice of the Peace <i>Louise D. Adinolfi</i>			
1.13 Name and Title of Notary or Justice of the Peace <i>Louise D. Adinolfi, Notary Public</i>			
1.14 State Agency Signature <i>Jeffrey J. Rose</i>		1.15 Name and Title of State Agency Signatory JEFFREY J. ROSE, COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>n/a</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>5/5/13</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 

Date 5/21/13

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.

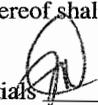
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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 5/22/13

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

The signature is a cursive scribble. The date is handwritten as 5/21/13.

Exhibit A

Scope of Services

Granite State Ambassadors, Inc

Provide services for the New Hampshire Division of Travel and Tourism Development (DTTD) as described below:

Consult and Support: This entails being available to review written strategic plans produced by DTTD as needed and provide feedback. GSA will share intellectual property and insight as requested for how GSA implements services for visitors and for how they train and support visitor center staff and volunteers. GSA will produce a monthly report to DTTD that includes interesting media articles that share best practices and innovation relating to customer service and include information obtained from monitoring other state Welcome and Information Centers (WICS) or their equivalent.

WICS Evaluation: This is for the production of a report to be provided upon the completion of anonymous welcome center evaluations of each center. Evaluation criteria to be agreed upon by both parties in advance of project implementation. One visit per first and second shift per center, and one visit on a high volume day per center (Friday or Saturday) are required.

Video Training Tracks: Produce four training videos each year that are each under five minutes in length with subjects and methodology approved by DTTD. Subjects for year one of this contract include: customer service best practices, dealing with difficult situations, introductions to tourism product throughout the state, and using information resources. Videos must be completed within the first six months of each year. The video files will be displayed and distributed by DTTD and made available to DTTD staff and New Hampshire tourism industry. DTTD has full ownership and unlimited usage rights to videos produced on behalf of this contract. Year two video content will be collaboratively determined prior to the start of FY 2015.

Distribute official DTTD produced promotional publications and literature from GSA managed member information centers.

Offer the opportunity for certified Granite State Ambassadors to volunteer at all of the state WICS. In so doing, GSA will manage the scheduling, sign up process, and provide volunteer schedules to DTTD. GSA will be responsible for the actions of their volunteers. It will not be required that volunteer shifts be filled. There will be a DTTD staff person on duty at all hours of operation. GSA volunteers are added value to the WICS.

Register individual DTTD staff to attend official GSA Certification trainings and familiarization tours as needed with approval from DTTD. Membership for DTTD staff will not expire for as long as certified staff members are employed with the Division and DTTD employed Certified GSAs are exempt from renewal requirements. DTTD staff are automatically eligible to participate in GSA tours.

Continue to manage, develop, and support DTTD and the New Hampshire information booth within the New Hampshire Building at the Big E in West Springfield, Massachusetts. Responsibilities include volunteer management before, during, and after the event dates; brochure setup; inventory management; onsite supervision; booth maintenance; and propose improvements to enhance experience within the booth and to improve efficiency

Develop and implement pre-approved hospitality training presentations and other related workshops for DTTD and the New Hampshire tourism industry as needed by DTTD not to exceed four times per year. Independent GSA sanctioned trainings do not fall within the responsibilities of this contract.

Represent DTTD through registration, booth setup, staffing, and onsite exhibit booth management at in-state tourism industry events including the Made in New Hampshire Expo, The New Hampshire Farm & Forest Exposition, and the New Hampshire Camping and RV Show. DTTD will provide booth display materials that need to be returned to DTTD once an event is over. More shows may be added with written approval from both parties. Trade and consumer show single person exhibitor registration is required on behalf of DTTD. Only one paid booth manager may staff a booth at a given time; however, volunteers are welcome as long as they meet uniform requirements and represent DTTD well.

Participate with DTTD's strategic partners with the formulation and delivery of DTTD's marketing campaign and message.

Provide reports upon the completion of each project that includes an overview, methodology, performance review, and suggestions for future improvement.

Exhibit B Payment terms

A mutually agreed upon written timeline is required prior to beginning the tasks associated with a project within the Scope of Services and before reimbursement can be made for work completed. Reimbursement for the tasks completed within the approved timeline can be made for project expenses and fees billed on the monthly invoice in progress and applied to the corresponding project account.

Total amounts for each category will not exceed amounts specified below unless with written agreement by both parties in which changes to category allocations can be made. Total expenses for all services shall not exceed the total two year contract award of \$136,000. GSA will invoice DTTD on a monthly basis.

Project Account	Year Total
Big E to be invoiced in increments upon the completion of tasks in the approved project timeline during the month in progress.	20,000
DTTD Support to be invoiced in equal monthly increments of \$1,625 Includes ongoing GSA volunteer schedule management, support, recruitment and other associated costs and fees; through promotional material distribution at GSA managed centers; for the ongoing collection and reporting of statistics; for consulting and supporting services; and for the creation and delivery of a monthly report as outlined in Exhibit A.	19,500
Special Projects specified events and trainings to be invoiced in full during the month in progress and includes professional fees, cost of labor, registration, parking expenses, meals, and any other associated expense. Made in New Hampshire Expo \$2,200 New Hampshire Farm & Forest Expo \$1,300 New Hampshire Camping & RV Show \$1,750 Trainings (not to exceed 4x/yr) at \$1,000 per training Remaining balance of \$2,750 to be budgeted to pay for additional instate events as determined by DTTD	12,000
Video Training Tracks to be invoiced at \$2,125 for each video completed during the month of delivery.	8,500
Welcome Information Center Evaluation to be invoiced in full within the month of delivery of the completed evaluation report.	7,400
GSA Certification Training Registration for 20 DTTD staff to attend GSA certification trainings each year.	600
Total	\$68,000

Exhibit C Special Provisions

Due to the nature of this contract where the vendor is providing personal services, training and management of volunteers, the provisions of Section 14.1.1. are waived

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 GRANITE STATE AMBASSADORS, INC. is a New Hampshire nonprofit corporation formed January 4, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of May A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



Award Winning
Granite State Ambassadors
"New Hampshire's Information Specialists"™



SIGNING AUTHORIZATION

At a special meeting of the Board of Directors of Granite State Ambassadors, Inc. held by on May 21, 2013, the following resolution was passed:

RESOLVED that Judi Window, President/CEO and Margaret (Gretchen) Ziegler, Chair, both have authorization to enter into contracts and agreements on behalf of Granite State Ambassadors, Inc.

The above-mentioned resolution is effective immediately

E. Proulx, vice chair

5/21/13
Date

E. Proulx, vice chair

5/22/13

STATE OF NEW HAMPSHIRE, Belknap County ss:
The foregoing instrument was acknowledged before me this 5/22/13 by _____
(date)

Eric Proulx

(person acknowledging)

My Commission expires



Kellie A Bracomer
Notary Public / Justice of the Peace