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Frank Edelblut
Commissioner



Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

July 26, 2018

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

REQUESTED ACTION

Authorize the Department of Education to grant funds in accordance with the Carl D. Perkins Career and Technical Education Act of 2006 to Belknap County Department of Corrections, Laconia, NH (Vendor Code 177360), in the amount of \$49,000 to assist in the operation of their approved career and technical education programs for offenders for the period effective from Governor & Council approval through July 30, 2019. 100% federal funds.

Funds to support this request are available in the account entitled CTE Vocational Education-Federal as follows:

| | |
|--|-------------|
| | <u>FY19</u> |
| 06-56-56-566010-60320000-072-502650 Grants-Federal | \$49,000 |

EXPLANATION

The Career and Technical Education Grant received by the State allows for sub grants to be made to non-public recipients to assist them in operating their career and technical education or apprenticeship programs. We are asking for approval to make a grant to the Belknap County Department of Corrections based on an application that has been submitted to and approved by the Department of Education.

A Request for Proposal was released to eligible applicants on January 31, 2018. Two proposals were received from Belknap County Department of Corrections/Men and Woman and Merrimack County Department of Corrections/Men and Woman. The proposals were reviewed by the Department of Education, Career Development Bureau Administrator and Education Consultants. All have experience in evaluation of state institutions RFP submissions utilizing an evaluation tool that was developed by department staff (Attachment A). The reviewers recommend funding Belknap County Department of Corrections in the amount of \$49,000.

The proposal submitted by the Belknap County Department of Corrections indicates that this grant will be used to fund career and technical program instruction to 225 offenders (male and female). Grant funds will be used to deliver instruction in ServSafe, RRP Lead Paint Certification, Microsoft certification, and OSHA 10.

His Excellency, Governor Christopher T. Sununu
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Page Two

The proposal submitted by the Department of Corrections serves Belknap County.

In the event that Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut".

Frank Edelblut
Commissioner of Education

Attachment A

SCORING FOR REVIEW OF FY 19 STATE INSTITUTIONS PROPOSALS

Proposal Criteria in the RFP

| | |
|-------------------------|------------|
| Detailed Project Plan | 35 points |
| Evaluation Plan | 30 points |
| Budget | 25 points |
| Prior Fiscal Management | 10 points |
| Possible Points | 100 points |

Two (2) RFPs' were received and scored.

| | Jeffry B. | Jennifer K. | Courtney R. | Katherine P. | <u>Peer Review</u> |
|------------------|-----------|-------------|-------------|--------------|--------------------|
| Belknap County | 100 | 98 | 97 | 100 | 98.75 |
| Merrimack County | 100 | 96 | 94 | 100 | 97.5 |

An RFP review occurred on Monday, June 11, 2018. The RFP review panel consisted of the following employees from the Department of Education.

The proposal review team consisted of the following individuals:

Jeffry B., Ed.D., Education Consultant. Dr. Beard is a member of the Career Development Bureau within the New Hampshire Department of Education. He serves as an Education Consultant and has 6 years of grant management experience, which includes data analysis and reporting. Dr. Beard has the ability to critically assess grant proposals based on the stated guidelines.

Jennifer K. MST, Education Consultant. Ms. Kiley is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has 2 years of grant management experience, which includes reporting and financial management. Ms. Kiley has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.

Courtney R. M. Ed., Education Consultant. Ms. Ritchings is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has 2 years of grant management experience, which includes reporting and financial management. Ms. Ritchings has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.


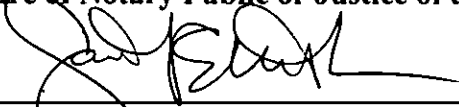


Katherine P., Program Specialist. Ms. Page is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as a Program Specialist and has less than one year of grant management experience. Ms. Page has the ability to critically assess grant proposals based on the stated guidelines.

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

| | | | |
|--|--|---|--|
| 1.1. State Agency Name NH Department of Education | | 1.2. State Agency Address 21 South Fruit Street, Suite 20, Concord, NH 03301 | |
| 1.3. Grantee Name Belknap County Department of Corrections | | 1.4. Grantee Address 76 County Drive, Laconia, NH 03246 | |
| 1.5. Grantee Phone # 603-527-5480 | 1.6. Account Number 06-056-6032-072-502650 | 1.7. Completion Date July 30, 2019 | 1.8. Grant Limitation \$49,000 |
| 1.9. Grant Officer for State Agency Eric Feldborg | | 1.10. State Agency Telephone Number 603-271-3729 | |
| 1.11. Grantee Signature  | | 1.12. Name & Title of Grantee Signor David DeVoy, Commissioner Chair | |
| 1.13. Acknowledgment: State of New Hampshire, County of <u>Belknap</u> , on <u>7/19/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1. Signature of Notary Public or Justice of the Peace (Seal)  | | | |
| 1.13.2. Name & Title of Notary Public or Justice of the Peace <p style="text-align: center;">Jamie L. Ellsworth, Notary Public My Commission Expires October 21, 2020</p> | | | |
| 1.14. State Agency Signature(s)  | | 1.15. Name & Title of State Agency Signor(s) Frank Edelblut, Commissioner | |
| 1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By:  Assistant Attorney General, On: <u>8/31, 2018</u> | | | |
| 1.17. Approval by Governor and Council (if applicable) By: _____ On: ____/____/____ | | | |

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE AND BOND.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **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.
 23. **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.
 24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A

Services to be Provided

1. The contractor shall offer SERVSAFE Employee Starter Program and Managers Program, OSHA 10 Training, Lead Paint Certification, and Microsoft certification classes to incarcerated individuals between the ages of 14 and 24. The intent of the program to provide CTE classes to inmates so they can more easily secure employment upon release. Performance measures for the projects are as follows:

| Goals and Performance | Totals | Female | Male | 17-24 | 25-40 | 41-55+ |
|--|---------------|---------------|-------------|--------------|--------------|---------------|
| 1. Inmate Population May 2018 | 252 | 28 | 224 | 70 | 148 | 34 |
| 2. Enrollment Goal during Project Period | 225 | 22 | 200 | 60 | 138 | 27 |
| 4. Completion Goal during Project Period | 200 | 16 | 184 | 50 | 130 | 20 |

**These goals are based on the numbers we currently have here at BCDOC. These goals take into consideration different factors such as the ratio of male to female inmate, the changing demographics of our population, the attrition rates due to: pre-trial inmates sentenced to state prison, pre-trial inmates released on bail, and disciplinary infractions of a participant that requires his/her removal from CTE programs.*

2. The contractor will complete a final report documenting the impact of the grant, which is due 30 days after the end of the grant period (i.e., July 30, 2019).

3. Approximately 225 incarcerated individuals will receive services with the intent of securing employment after release.

Exhibit B

Estimated Budget: Limitation on Price: Payment

I. Estimated Budget:

| | |
|---|-----------------|
| 3 SERVSAFE Manager Course: | \$4,680 |
| 6 OSHA-10 classes | \$12,000 |
| 6 SERVSAFE Employee Starter Program: | \$2,610 |
| 6 Microsoft Certification Classes | \$15,000 |
| 17 Computer Class Exams | \$2,710 |
| <u>6 Repair, Renovate and Paint - Lead Paint Certification Class:</u> | <u>\$12,000</u> |
| Total | \$49,000 |

II. Limitation on Price:

This contract will not exceed \$49,000.

III. Funds to support this request are available in the account entitled CTE Vocational – Federal as follows:

| | |
|--|-------------|
| | <u>FY19</u> |
| 06-56-56-566060-60320000-072-502650 Grants-Federal | \$49,000 |

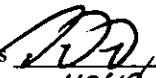
IV. Method of Payment:

Payment to be made within the NH Department of Education's Grants Management System (GMS) on the basis of monthly reports, which are submitted within GMS.

Exhibit C

Special Provisions

None

Grantee Initials 
Date 7/19/18

Certificate of Authority

I, Hunter Taylor, County Commissioner/Clerk of Belknap County do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on July 19, 2018, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

A resolution was made that the County of Belknap, NH, enter into a contract with the New Hampshire Department of Education to provide educational services for the next biennium, August 1, 2018 through June 30, 2019. Adopted in the affirmative.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on May 19, 2010:

Legal Basis – This policy governing the procedure to authorize contracts to be used by Belknap County is written in accordance with NH RSA 28:8.

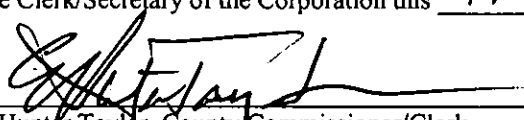
Contracts – In accordance with the Purchasing Procedures, all contracts must be authorized by the County Commissioners with the following exception; Department Heads may authorize contracts with the County for less than \$10,000 which cover no more than one year. A copy of every contract must be kept on file in the Finance Department.

- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

| | |
|-------------------|--------------------------------------|
| David D. Devoy II | County Commissioner Chairperson |
| Glen Waring | County Commissioner Vice Chairperson |
| Hunter Taylor | County Commissioner Clerk |

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 19 day of July 2018.

(Corporate Seal if any)



 Hunter Taylor, County Commissioner/Clerk

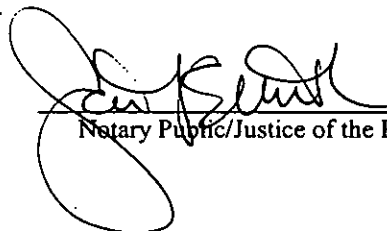
(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On July 19, 2018 before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that Hunter Taylor executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Jamie L. Ellsworth, Notary Public
My Commission Expires October 21, 2020



 Notary Public/Justice of the Peace



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| | | |
|--|------------------------------|--|
| Participating Member: Belknap County 34 County Drive Laconia, NH 03246 | Member Number: 607 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 |
|--|------------------------------|--|

| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not: | |
|--|--------------------------------|---------------------------------|---|---------------------|
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 1/1/2018 | 1/1/2019 | Each Occurrence | \$ 5,000,000 |
| | | | General Aggregate | \$ 5,000,000 |
| | | | Fire Damage (Any one fire) | |
| | | | Med Exp (Any one person) | |
| <input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | 1/1/2018 | 1/1/2019 | Combined Single Limit (Each Accident) | \$5,000,000 |
| | | | Aggregate | \$5,000,000 |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2018 | 1/1/2019 | <input checked="" type="checkbox"/> Statutory | |
| | | | Each Accident | \$2,000,000 |
| | | | Disease - Each Employee | \$2,000,000 |
| | | | Disease - Policy Limit | |
| <input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft) | 1/1/2018 | 1/1/2019 | Blanket Limit, Replacement Cost (unless otherwise stated) | Deductible: \$1,000 |

Description: Proof of Primex Member coverage only.

| | | | |
|---|---------------------------------|-------------------|--|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex ³ - NH Public Risk Management Exchange |
| | | | By: <i>Tammy Denver</i> |
| New Hampshire Department of Education 33 Capitol Street Concord, NH 03301 | | | Date: 7/23/2018 tdenver@nhprimex.org |
| | | | Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |