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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL AND CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629

February 4, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to enter into a **Sole Source** and **Retroactive** amendment to an existing contract with USI Insurance Services LLC (VC#286651), Bedford, NH by increasing the price limitation by \$38,500 from \$326,667 to \$365,167 to address an increase in the liability insurance premium for Cannon Mountain due to gross receipts exceeding amounts estimated in the original contract effective upon Governor and Executive Council approval from February 1, 2020 through February 1, 2021. The originally contract was approved by Governor and Executive Council on January 10, 2018, Item #31. 100% Agency Income

Funding is available in account, Cannon Mountain, as follows:

	<u>FY 2020</u>
03-035-035-351510-37030000-020-500250 Current Expenses	\$38,500

EXPLANATION

This request is sole source because it increases Cannon Mountain's liability insurance premium by more than 10% of the original contract price. The increase is due to revenues being higher than originally estimated. The request is also retroactive because of the need to seek guidance from the Departments of Justice and Administrative Services to correctly amend the contract due to a change in the State's insurance broker.

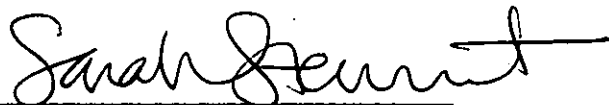
Liability insurance coverage is required for Cannon Mountain in accordance with Revised Statutes Annotated (RSA) 225-A:25 and RSA 227:2. The Rowley Agency originally arranged for this insurance purchase in accordance with its contract with the State for Producer Services for Property and Casualty Insurance. USI Insurance Services LLC assumed the contract for this purchase arrangement in accordance with its contract with the State for Producer Services, approved by the Governor and Executive Council on May 16, 2018, Item #73. Nova Casualty Company/Wells Fargo Special Risks, Inc. provides coverage at a combined rate of \$1.54007 (general liability rate of \$1.35338 and excess liability rate of \$.18669) per \$100 of gross receipts. The premiums calculated for each policy year are based on estimated annual revenue during the policy term. Once the actual revenue figures are determined, the premium is adjusted up or down to reflect the proper premium charges based on actuals rather than the estimated figure originally presented. The actual revenue was higher than estimated in the first and second policy year thus requiring

a premium adjustment increase. This has caused the total premium cost for the three-year period to be approximately \$38,500 higher than what was originally contracted.

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

Respectfully submitted,

(CW)

A handwritten signature in cursive script, reading "Sarah L. Stewart", with a horizontal line extending to the right from the end of the signature.

Sarah L. Stewart
Commissioner

**AMENDMENT
TO
Cannon Mountain Insurance Agreement
Brokered by USI Insurance Services LLC**

It is hereby agreed that the general liability insurance coverage for Cannon Mountain Aerial Tramway and Ski Area (Cannon Mountain) approved by the Governor and Executive Council on January 10, 2018 (Item #31), is amended as follows:

WHEREAS, USI Insurance Services LLC (VC #286651) is now the Broker of Record and has taken over Cannon Mountain's general liability coverage Agreement from The Rowley Agency;

WHEREAS, the parties agree to amend the Agreement as stated herein;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, they do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.3 Contractor Name, and substitute with the following:
USI Insurance Services LLC
2. Delete in its entirety Form Number P-37, item 1.4 Contractor Address, and substitute with the following:
3 Executive Park Drive, Suite 300
Bedford, NH 03110
3. Delete in its entirety Form Number P-37, item 1.5 Contractor Phone Number, and substitute with the following:
603-665-6131
4. Amend Form Number P-37, item 1.8 Price Limitation, by increasing the price limitation by \$38,500 from \$326,667 to \$365,167;
5. Delete contractor name "The Rowley Agency" in Exhibit A – Scope of Services, and substitute with the following:
USI Insurance Services LLC
6. Amend funding in Exhibit B – Price and Method of Payment, by increasing the price limitation for FY 2020 by \$38,500 from \$109,974 to \$148,474;
7. Delete contractor name "The Rowley Agency" in Exhibit C – Special Provisions, and substitute with the following:
USI Insurance Services LLC
8. All other provisions of the Agreement, approved by the Governor and Executive Council on January 10, 2018 (Item #31), shall remain in full force and effect.

(SIGNATURE PAGE FOLLOWS)

USI INSURANCE SERVICES LLC

By: Brenda Buck

Brenda Buck
(Print Name)

Title: Account Executive

Date: 2/13/2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 3rd day of February, 2020,
There appeared before me, the state
and county foresaid a person who
satisfactorily identified himself as

Brenda Buck

And acknowledge that he executed
this document indicated above.

In witness thereof, I hereunto set my
hand and official seal.

Sherril Winslow
Notary Public/Justice of the Peace

My Commission Expires
Sherril Winslow
Notary Public, State of New Hampshire
My Commission Expires March 21, 2023

(Date)

STATE OF NEW HAMPSHIRE

By: Sarah L. Stewart

Sarah L. Stewart
(Print Name)

Title: Commissioner

Date: 2/11/2020

OFFICE OF THE ATTORNEY GENERAL

By: Tahnuke Rakhmatova

Tahnuke Rakhmatova
(Print Name)

Title: Attorney

Date: 2/13/2020

**The foregoing contract amendment was
approved by the Governor and Council of
New Hampshire on:**

Date: _____

Item: _____

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 USI INSURANCE SERVICES LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 24, 2007. 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: 584972

Certificate Number: 0004503927



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2019.

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

William M. Gardner
Secretary of State

USI INSURANCE SERVICES LLC

(A Delaware Limited Liability Company)

**Written Consent of the Manager
Pursuant to the Delaware Limited Liability Company Act**

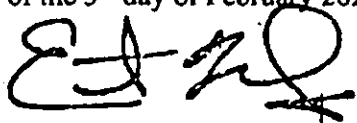
The undersigned, as the sole Manager (the “**Manager**”) of USI Insurance Services LLC, a Delaware Limited Liability Company (the “**Company**”), does hereby take the following actions and adopts the following resolutions by written consent pursuant to the Delaware Limited Liability Company Act, and hereby waives notice and the holding of a meeting and hereby agrees that such resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting:

RESOLVED, that it is advisable and in the best interests of the Company that the following individuals be appointed as an authorized signatory empowered and authorized to execute contracts related to the State of New Hampshire Producer Services Contract on behalf of the Company to serve in such capacity until he or she has been removed or their respective successor shall have been duly appointed:

Brenda Buck – USI Insurance Services – New England Region

RESOLVED, that all actions previously taken by any officer, employee or agent of the Company in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned Manager has executed this consent as of the 3rd day of February 2020.



Ernest J. Newborn, II
Manager

Client#: 463788

DEANWORM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2020

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. 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 333 Westchester Ave, Suite 102, White Plains, NY 10604, 914 459-6200. CONTACT NAME: Kim Ryder, PHONE: 914 459-6226, FAX: 610 537-4537, E-MAIL ADDRESS: Kim.Ryder@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: American Zurich Insurance Company (NAIC # 40142), INSURER B: American Guarantee & Liability Ins Co. (26247), INSURER C: Hartford Casualty Insurance Company (29424), INSURER D: Hartford Fire Insurance Company (19682), INSURER E: Zurich American Insurance Company (16535), INSURER F: (blank).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (A), Automobile Liability (E), Umbrella Liability (B), Workers Compensation and Employers' Liability (C), and Any Proprietor/Partner/Executive Officer/Member Excluded? (D).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability, Commercial Auto and Umbrella policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the Named Insured. Waiver of Subrogation is provided as required by written contract.

RE: USI Insurance Services, LLC, Bedford, NH 03110

CERTIFICATE HOLDER: State of New Hampshire Dept. of Natural & Cultural Resources, Division of Parks and Recreation, 172 Pembroke Road, Concord, NH 03302. 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: Ull Scott

Client#: 1420259

DEANWORM1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/04/2020

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. 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 530 Preston Avenue, Meriden, CT 06450. CONTACT NAME: Lynn Owen. PHONE: (A/C, No, Ext): FAX: (A/C, No): E-MAIL ADDRESS: lynn.owen@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: XL Specialty Insurance Company, NAIC #: 37885. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Professional Liability (E&O).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability / E&O coverage is extended to all subsidiaries and dba's of USI Advantage Corp. / USI Insurance Services LLC. All USI employees are covered under this policy for the work performed as directed by USI. RE: USI Insurance Services LLC, Bedford, NH

CERTIFICATE HOLDER: State of New Hampshire, Dept of Natural Cultural Resources, 172 Pembroke Road, Concord, NH 03302-0000. 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: John J. Ullrich

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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629

December 21, 2017

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

REQUESTED ACTION

Authorize the Department of Cultural and Natural Resources, Division of Parks and Recreation and the Department of Administrative Services, Risk Management Unit, to enter into a contract with The Rowley Agency (VC #154464), Concord, New Hampshire for a total cost not to exceed \$326,667 for liability insurance coverage for Cannon Mountain Aerial Tramway and Ski Area (Cannon Mountain) effective upon Governor and Executive Council approval, from February 1, 2018 through February 1, 2021. **100% Agency Income**

Funding is available as follows pending budget approval for Fiscal Year 2020:

	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>
03-35-35-351510-37030000			
Cannon Mountain	\$107,807	\$108,886	\$109,974
020-500250 Current Expenses			

EXPLANATION


Liability insurance coverage is required in accordance with Revised Statutes Annotated (RSA) 225-A:25 and 227:2 for Cannon Mountain. The Rowley Agency arranged for this insurance purchase in accordance with its contract with the State for Producer Services for Property and Casualty Insurance. The State's Risk Management Unit (RMU) coordinated with Cannon Mountain management to secure the same coverage terms and conditions as in the previous fiscal year. RMU and Cannon Mountain management prepared and submitted an insurance liability coverage application.

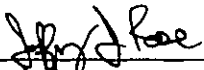
The Rowley Agency approached two markets for a quotation: Nova Casualty Company/Wells Fargo Special Risks, Inc., and AmWINS/Willis – "MountainGuard" Program. Nova Casualty Company/Wells Fargo Special Risks, Inc. quoted a combined rate of \$1.5401 (general liability rate of 1.3534 and excess liability rate of .1867) per \$100 of gross receipts, which equates to a premium of \$107,807 for the February 1, 2018 to February 1, 2019 policy term. Consistent with prior contract approvals the Nova/Wells Fargo is providing a three year rate guarantee as long as the loss ratio for the prior policy term is lower than 40%. The quoted rate is void of agency fee or commission. Willis declined to provide a quotation because they could not compete with the price or the rate guarantee. ACE Westchester Specialty Casualty has quoted in prior years but no longer offers a ski program. The Rowley Agency recommends that coverage be renewed per the terms with the Nova Casualty Company/Wells Fargo Special Risks, Inc.

The Nova/Wells Fargo quotation offers the same combined rate from the previous policy term rate; however, the premium charged from the prior policy year will increase based on projected revenue figures

for Cannon Mountain. The total contract price of \$326,667 for the three-year term of the agreement includes the quoted price of \$107,807 for the initial policy year and a projected 1% increase in the 2nd and 3rd policy year to account for potential revenue increases at Cannon Mountain.

DNCR respectfully recommends approval of the contract as submitted.

Respectfully submitted, 



Jeffrey J. Rose
Commissioner

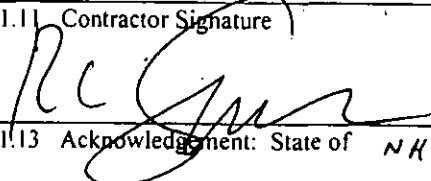
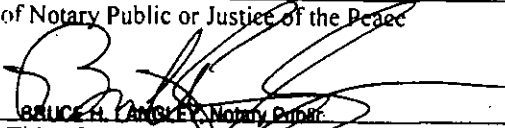
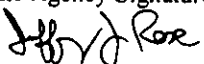
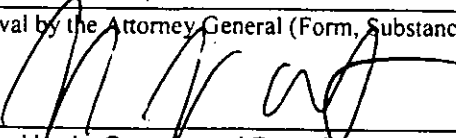
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road Concord, NH 03302	
1.3 Contractor Name The Rowley Agency		1.4 Contractor Address 45 Constitution Avenue, Concord, NH 03301	
1.5 Contractor Phone Number 603-669-3218	1.6 Account Number 03-35-351510-37030000-020-500250	1.7 Completion Date February 1, 2021	1.8 Price Limitation \$326,667
1.9 Contracting Officer for State Agency John DeVivo, General Manager, Cannon Mountain		1.10 State Agency Telephone Number 603-823-7722	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert C. Simpson, II, Vice President	
1.13 Acknowledgment: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>Dec 20, 2017</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  [Seal] <u>BRUCE H. ANSLEY, Notary Public</u>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>State of New Hampshire</u> My Commission Expires <u>September 27, 2022</u>			
1.14 State Agency Signature  Date: <u>12/21/17</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/22/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials

Date

17 CS
12-26/17

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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

**General Liability Insurance Coverage for Cannon Mountain Aerial Tramway and Ski Area
Contract Agreement Between
The Department of Natural and Cultural Resources and The Rowley Agency**

Exhibit A - Scope of Services

The Rowley Agency, hereinafter called the Contractor, agrees to provide general liability coverage for Cannon Mountain from February 1, 2018 through February 1, 2021.

The coverage consists of:

The coverage limits are as follows:

(1) Commercial General Liability insurance with the following limits:

\$1,000,000	Per Occurrence/Bodily Injury and Property Damage
None	General Aggregate /Bodily Injury and Property Damage
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury (each person)
\$1,000,000	Sexual Abuse/Molestation Liability Aggregate
\$1,000,000	Limited Pollution Liability Aggregate

Self insured retention of \$1,000 per occurrence and \$10,000 annual aggregate.

\$1,000,000	Excess Liability per occurrence
\$2,000,000	Excess Liability aggregate

(2) Claims Administration services.

**General Liability Insurance Coverage for Cannon Mountain Aerial Tramway and Ski Area
Contract Agreement Between
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Exhibit B – Price and Method of Payment

The annual premium effective February 1, 2018 through February 1, 2019 is \$107,800. The premium rate is \$1.5401 per \$100 of gross receipts of \$7,000,000.

The premium payment is due within thirty days from the date of contract approval by Governor and Council.

The appropriate account number for the P-37 form, section 1.6, is listed below:
03-35-351510-37030000-020-500250

FY 2018 \$107,807

FY 2019 \$108,886

FY 2020 \$109,974

Funding for fiscal years 2019 and 2020 is contingent upon appropriation and availability of funds.

The insurance carrier is providing a three year rate guarantee as long as the loss ratio for the prior policy term is lower than 40%.

The quoted rate is void of agency fee or commission.

Contractor's Initials JCS
Date 12-20-17

**General Liability Insurance Coverage for Cannon Mountain Aerial Tramway and Ski Area
Contract Agreement Between
The Department of Natural and Cultural Resources and The Rowley Agency**

Exhibit C – Special Provisions

Form P-37, section 14 Insurance, is amended per the attached certificate of insurance from The Rowley Agency to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$10,000,000 per occurrence and in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$500,000 per accident and \$500,000 policy limit
5. Errors and Omissions liability insurance coverage with limits of \$10,000,000 per claim.
6. Crime/Fidelity coverage with limits of \$500,000

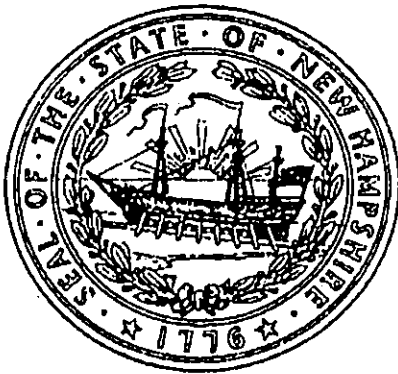
Contractor's Initials RCJ
Date 12-20-17

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 THE ROWLEY AGENCY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 07, 1966. 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: 14763



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of June A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

CORPORATE RESOLUTION

I, Bruce H. Langley, Assistant Secretary and Treasurer of The Rowley Agency, Inc. a corporation organized and existing under the laws of the State of New Hampshire (the Company), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on August 28, 2017, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Resolved: That Robert C. Simpson II, Vice President of The Rowley Agency, Inc. is empowered and authorized to execute contracts related to the State of New Hampshire General Liability coverage for Cannon Mountain Aerial Tramway and Ski Area.

In Witness Whereof, the undersigned has affixed his signature and the corporate seal of the Company this 20th of December, 2017

A handwritten signature in black ink, appearing to read 'Bruce H. Langley', is written over a solid horizontal line.

Bruce H. Langley
Assistant Secretary and Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2017

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 ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Peggy Johnson	
	PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: pjohnson@rowleyagency.com	
INSURED The Rowley Agency Inc 45 Constitution Ave. P.O. Box 511 Concord NH 03302-0511	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Western Insurance	
	INSURER B: Acadia Insurance Company	31325
	INSURER C: MEMIC Indemnity Company	11030
	INSURER D: Travelers Cas & Sur Co of Amer	31194
INSURER E:		
INSURER F:		

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	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 type="checkbox"/> LOC OTHER:		CPA003817929-NB	2/1/2017	2/1/2018	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 - COMPROP AGG \$ 2,000,000
B	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		CAA003817529	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA003818329	2/1/2017	2/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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 N/A	3A States: NH,VT,ME 3102802541	2/1/2017	2/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Employee Dishonesty - Crime		105882645	2/1/2016	2/1/2019	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General liability insurance coverage for Cannon Mountain Aerial Tramway and Ski Area

CERTIFICATE HOLDER State of NH Department of Natural and Cultural Resour 172 Pembroke Rd. Concord, NH 03302	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 Peggy Johnson/PAJ <i>Peggy A Johnson</i>

WESTPORT INSURANCE CORPORATION

**CERTIFICATE OF INSURANCE
(Claims First Made)**

Issue Date: 12/20/2017

Certificate Holder:

State of NH - Department of Natural
and Cultural Resources
172 Pembroke Rd
Concord, NH 03302

This is to certify that the Named Insured is covered by the insurance policy described below issued by Westport Insurance Corporation of Overland Park, Kansas. Coverage afforded the Named Insured is subject to all terms, exclusions, limitations and conditions of such policy. Limits shown may have been reduced by paid claims. This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE: Insurance Agents Errors & Omissions Liability

POLICY NUMBER: WED4NH005998211

NAMED INSURED: THE ROWLEY AGENCY, INC.

DESCRIPTION OF OPERATIONS:

Cannon Mountain Aerial Tramway
and Ski Area

CLAIMS EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

CLAIMS EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

Limits of Liability: \$30,000,000 Per Claim
\$30,000,000 Aggregate for the Policy Period

Sublimit of Liability for BREACH OF PERSONAL DATA: NO COVERAGE Per Claim
NO COVERAGE Aggregate for the Policy Period

Deductible: \$ 25,000 Per Claim
\$ 75,000 Aggregate for the Policy Period

Retroactive Date: Full Prior Acts

EFFECTIVE DATE: FROM: February 01, 2017 TO: February 01, 2018

By the issuance of this Certificate, Westport Insurance Corporation assumes no obligation to provide notice of change in or cancellation of the policy.

WESTPORT INSURANCE CORPORATION



Authorized Representative