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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

April 19, 2013

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

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with Plymouth State University (VC# 177866-B003), Plymouth, NH for a total amount of \$379,410.00 for implementation of projects identified through the evaluation of natural hazards. Effective upon Governor and Council approval through January 29, 2016. Funding source: 100% Federal Funds.

Funding is available in the SFY 2013 operating budget as follows:

02-23-23-236010-29200000	Dept. of Safety	HSEM	Hazard Mitigation Grant Program
072-500574	Grants-Federal – Grants to local Gov't – Federal		\$379,410.00

Explanation

For this acquisition project, Plymouth State University has identified 3 properties that were more than 50% damaged by tropical storm Irene and have a high priority for mitigation in the community. The total land area of the 3 properties is 1.204 acres. The project is titled "North River Street Residential Buyout". Once the properties have been acquired, all structures located on these properties will be demolished by Plymouth State University contractors and materials disposed of according to Plymouth State's standard operating procedures. The area will then be returned to green space to eliminate the extensive and chronic flooding. This project will eliminate the need to provide emergency services and disaster assistance in the future. The Hazard Mitigation Grant Program (HMGP) provides funding to states and communities (sub-applicants) for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides HMGP funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. The program cost share is 75% Federal funds and a 25% applicant soft-match. The sub-applicants will provide and document the program match requirements.

The State of New Hampshire solicits applications statewide. Notification of the availability of HMGP funds is made to every community by e-mail and by letters sent to the chief elected official of each community. The State of New Hampshire submits all applications received for program funding to the Federal Emergency Management Agency for their final approval. Applications that are determined to be cost effective and program eligible are then funded by FEMA in full; not every application submitted is determined to be program eligible. However, all applications that are determined to be eligible are funded at the requested dollar amount listed in their application, pending availability of adequate program funding.

There are no General Funds required with this request. In the event that HMGP funds become no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

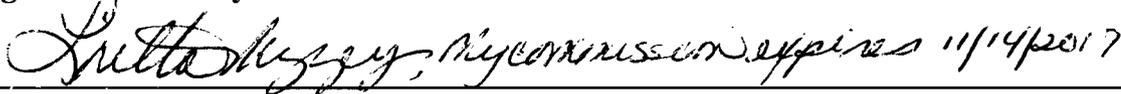
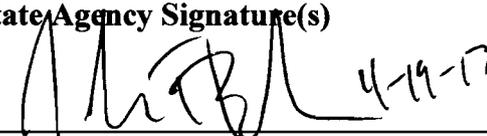
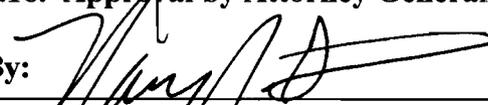

John J. Barthelmes
Commissioner of Safety

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 Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Plymouth State University		1.4. Grantee Address 17 High Street, Plymouth, NH 03264	
1.5. Effective Date G&C Approval	1.6. Completion Date January 29, 2016	1.7. Audit Date N/A	1.8. Grant Limitation \$ 379,410.00
1.9. Grant Officer for State Agency Elizabeth R. Peck		1.10. State Agency Telephone Number (603) 223-3633	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Stephen J. Takser / VP Finance & Admin	
1.13. Acknowledgment: State of New Hampshire, County of <u>Grafton</u> , on <u>3/8/13</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 he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)  My Commission Expires 11/14/2017			
1.13.2. Name & Title of Notary Public or Justice of the Peace LORETTA MUZZEY, NOTARY PUBLIC			
1.14. State Agency Signature(s)  4-19-17		1.15. Name & Title of State Agency Signor(s) John T. Beardmore, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <u>3/10/2013</u>			
1.17. Approval by Governor and Council By: _____ On: <u>1/1</u>			

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"), pursuant to RSA 21-P:36, 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire 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 \$2,000,000 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 17.1 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

SCOPE OF WORK

I. WORK TASKS

Plymouth State University is being provided a hazard mitigation grant in the amount of \$379,410.00 to acquire and demolish three properties.

The University proposes to acquire residences located within North River Street neighborhood, demolish the homes and return the area into green space to eliminate the extensive and chronic flooding.

All work and the closeout of this project will be completed by January 29, 2016.

II. PROJECT REVIEW and CONDITIONS

Plymouth State University shall comply with the project review and conditions as identified by the Federal Emergency Management Agency (FEMA). The FEMA Record of Environmental Consideration is attached to this agreement.

Plymouth State University shall submit quarterly progress reports starting with the quarter ending June 30, 2013. These reports shall continue until the project is closed out.

Plymouth State University is responsible for the 25% cost share, which is \$126,470.00. Plymouth State University shall clearly identify and document the cost share and retain all associated records for a period of seven years from the date of project closeout.

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

I. GRANT AMOUNT

4026 HMGP

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost	\$ 126,470.00	\$ 379,410.00	\$ 505,880.00
Column Totals	\$ 126,470.00	\$ 379,410.00	\$ 505,880.00
The Project Cost is 75% Federal Funds, 25% Applicant Share			

II. FEE SCHEDULE

- a. An initial advance will be made to Plymouth State University based on expenditures necessary to start the project. Additional advances may be requested contingent upon documented expenditure of previous advances.
- b. A request for an advance of funds must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within thirty (30) days of receipt.

EXHIBIT C

SPECIAL PROVISIONS

- I. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- II. Any funds advanced to the grantee must be returned to Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.
- III. Plymouth State University agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period the Plymouth State University will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, they have notified or will notify their auditor of the above requirements prior to performance of the audit. They will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. They will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 7 years from the end of this audit period.

January 29, 2013

Perry Plummer, Acting Director
Homeland Security and Emergency Management
33 Hazen Dr.
Concord, NH 03305

Re: FEMA-4026-DR-NH
Hazard Mitigation Grant Program (HMGP) Project # 4-R
Plymouth State River Street Acquisitions, Plymouth State University, NH

Dear Director Plummer:

Enclosed please find the obligation reports for the following HMGP grant:

4026-4-R	Plymouth State University, New Hampshire Plymouth State River Street Acquisitions	\$ 379,410
	Total:	\$ 379,410

The project performance period shall be three years from the date of this letter.

If you have any questions, please do not hesitate to call Stephanie Leydon with the FEMA Region I Mitigation Division at (617) 832-4766.

Sincerely,

Dean J. Savramis
Director, Mitigation Division
FEMA Region I

Cc: Beth Peck, Acting SHMO, NH HSEM

Enclosures

UNIVERSITY SYSTEM OF NEW HAMPSHIRE
Delegation of Signature Authority
This delegation supersedes all prior delegations

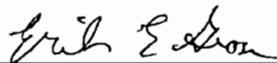
Date: December 6, 2012

SIGNATURE AUTHORITY IS DELEGATED AS FOLLOWS:

1. NAME, TITLE and CAMPUS: Stephen J. Taksar, VP for Finance & Administration, Plymouth State University
2. INSTRUCTIONS: *Very Important!* Please refer to the reverse side of this delegation form.
3. TERM of AUTHORITY: December 6, 2012 until revoked
4. SCOPE of AUTHORITY: Matters within the scope, responsibility and duties of your position and not beyond.
5. SOURCE of AUTHORITY: The USNH Board of Trustees Governance Policy, BOT.I.C.1, Authority of the USNH Treasurer and Secretary.
6. RE-DELEGATION OF AUTHORITY PERMITTED: No; X Yes—with notification to USNH Treasurer -- (limit of re-delegation: \$100,000.00)
7. OTHER AUTHORITY GRANTED: Individual X may; may not waive insurance requirements
8. NATURE of AUTHORITY:

Document Types	Signature Authority	Dollar and Other Limitations Per Transaction
<u>Acquisition of Goods and Services from Outside Parties for Payment</u> Short-term facility use agreements (e.g. hotel contracts); independent contractor agreements; licensing agreements (e.g., software); property leases; contracts; construction change orders and other similar documents	Yes	<u>\$250,000.00</u> Term of any agreement/contract/lease other than independent contractor agreements can be no longer than three years; for any agreement longer than one year, the total value of agreement must be considered when determining dollar value. Independent contractor agreements must have a term of one year or less.
<u>Provide Goods and Services to Outside parties for Revenue</u> Contracts, leases, licenses, sponsored grants and contracts, renewals, agreements related to patents, copyrights, trademarks, servicemarks, licenses, land use and similar documents	Yes	<u>\$unlimited</u> No limit on term for sponsored grants and contracts and related renewals, agreements related to patents, copyrights, and trade and service marks and licenses. Real property leases can be for no longer than three years.
<u>Applications for Revenue Opportunities</u> Grant/contract applications or proposals for sponsored grants and contracts and similar documents	Yes	<u>\$unlimited</u>
<u>Other Documents (not involving revenue or payment)</u> Letters and memoranda of agreement or understanding; cooperative agreements; student internships; agreements related to patents, copyrights, trademarks, servicemarks, land use and similar documents that set forth mutual duties, responsibilities, corrective actions and similar matters	Yes	Term can be no longer than three years.

Distribution: Original to Authorized Individual
 Copies to: PSU President
 USNH Officers: General Counsel; Controller; Director,
 Purchasing & Contract Services

Approved
 By: 
 Erik E. Gross
 Interim Treasurer

UNIVERSITY SYSTEM OF NEW HAMPSHIRE
Signature Authority Instructions

Overall Delegation of Authority. The Board of Trustees, through the bylaws of the University System of New Hampshire, has authorized the USNH Treasurer to execute all contracts, leases, grants, deeds, negotiable instruments and other legal documents on behalf of USNH and its component institutions. (Reference: OLPM – BOT.I.C.1)

Specific Delegation of Authority. This delegation grants the individual named on the reverse side the authority to make commitments only for the institution at which the individual is employed. As a steward of Plymouth State University funds, the delegatee must follow sound business practices including accountability and compliance with USNH policies and procedures and any regulatory requirements which may pertain to the document being signed.

Please observe the following when signing a document.

1. Determine if the document is within your purview to sign.
2. Agreements/contracts for the following transactions require specific delegations and/or approvals:

Acceptance of gifts of any type	Hiring auditors and/or accountants
Acquiring an equity interest in start-up companies in exchange for the transfer of technology and other intellectual property	Hiring outside legal counsel
Banking services	Insurance
Borrowing instruments	Legal settlements
Calling of bonds	Loans and loan guarantees
Federal, state and local tax returns and other tax-related documents	Personnel benefits
	Purchases or sales of real property
	Stock transfer transactions
3. If prior approval by the Board of Trustees is required, do not sign until after the Board has enacted the approval.
4. Where dollar amounts are specified, multiple documents may not be processed for the same transaction in order to avoid such limits.
5. Non-revenue contracts require a source of funds and a purchase order.
6. The campus chief financial officer is the only campus official with authority to waive insurance requirements for independent contractors. That individual may not waive any other type of insurance or bonding requirement. If insurance is waived by the campus CFO, the campus will be fully responsible for the cost of any liability developed by the insurance waiver.
7. The University System of New Hampshire may indemnify and hold harmless the opposite party to an agreement or contract; however, USNH does not defend, and that term should be struck from any document.
8. In the event of conflicting language, the terms and conditions asserted by USNH shall govern.
9. USNH may agree to honor proprietary or confidentiality requirements only to the extent allowed by New Hampshire statute.
10. USNH may not accept financial liability with respect to any third parties who may be involved with the transaction at hand.
11. If the document requires that any legal matter or issue be governed by state laws other than New Hampshire's, the document must be reviewed by the USNH General Counsel or his/her designee prior to its being signed.
12. If a contract or agreement is non-routine in nature, or could have major financial or other implications, the USNH Treasurer or his/her designee must review the document. Individuals shall sign these contracts or agreements only after receiving approval from the USNH Treasurer.
13. All fully executed contracts are to be on file in the USNH Purchasing and Contract Services database.
14. No work may be performed until a contract has been fully executed. All non-revenue contracts will also require that a PO be entered into Banner. For those contracts where work will be performed at a USNH institution, a certificate of insurance must also be on file before work may begin.

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 USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME: _____
	PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No): _____ E-MAIL ADDRESS: _____
INSURED University System Of New Hampshire 27 Concord Rd., Myers Financial Center ATTN: Justine Hebert Durham, NH 03824-0000	INSURER(S) AFFORDING COVERAGE
	INSURER A: United Educators Ins, Recip Ris NAIC # 10020
	INSURER B: Acadia Insurance Company NAIC # 31325
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CGL201200027700	11/01/2012	11/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$INCLUDED GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$ _____ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA150094423	11/01/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$1,000,000			GLX201200027700	11/01/2012	11/01/2013	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LPD201200027700	11/01/2012	11/01/2013	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured Status Is Provided Where Required by Contract
****Supplemental Names**** University of New Hampshire at Durham, University of New Hampshire at Manchester, Keene State College, Plymouth State University, NHPB, New Hampshire Public Television(NHPTV), University of New Hampshire Foundation, Inc., UNH Alumni Association, Center for Public Responsibility and Corporate Citizenship, Granite State College, New Hampshire Fiber Network, Inc.,(NHFN, Inc.)
 (See Attached Descriptions)

CERTIFICATE HOLDER University System of New Hampshire 27 Concord Road Durham, NH 03824	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

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

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