



New Hampshire Fish and Game Department

1661 Date
MAY 30 11 3 AM 2013

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

May 23, 2013

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into Off Highway Recreational Vehicle Law Enforcement supplemental contracts pursuant to RSA 215-A:23 VIII(f) with the New Hampshire Law Enforcement Agencies listed in the attached table in an aggregate total of **\$19,980.00** upon Governor and Council approval with a completion date of **June 30, 2014**. Funding 100% other, (OHRV Funds).

Funding is available in account Law Enforcement Program-OHRV Education Training and Enforcement and will be expended as follows, contingent upon availability and continued appropriation for State Fiscal **Year 2014**.

03 75 75 752520 1183	Law Enforcement Program-OHRV Education Training and Enforcement	
		FY14 *
20-07500-11830000-102-500731	Contracts for Program Services	\$19,980.00
		*Pending Budget Approval

EXPLANATION

The department's authority to enter into Off Highway Recreational Vehicle Law Enforcement Contracts is outlined in RSA 215-A:23 VIII(f). The funding for these contracts comes from the portion of ATV and trail bike registrations allocated to the New Hampshire Fish and Game department in accordance with RSA 215-A:23. These contracts will provide each law enforcement agency with funding to assist the New Hampshire Fish and Game Department with enforcement of the All Terrain Vehicle (OHRV) laws within their jurisdiction.

Due to current jurisdictional requirements the New Hampshire Fish and Game Department may contract with each law enforcement agency to provide Off Highway Recreational Vehicle law enforcement within their jurisdiction.

Due to the large number of contracts, we are requesting approval to enter into these contracts. The Office of the Attorney General has approved the attached standardized sample contract as to form and substance and will approve each contract upon execution of the agreement with the individual departments.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

REGION 1

629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2

PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3

225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4

15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

Subject: OHRV ENFORCEMENT GRANT FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <input style="width: 95%; height: 25px;" type="text" value="NH Fish and Game Department"/>		1.2 State Agency Address <input style="width: 95%; height: 25px;" type="text" value="11 Hazen Drive, Concord, NH 03301"/>	
1.3 Contractor Name <input style="width: 95%; height: 25px;" type="text" value="POLICE DEPARTMENT"/>		1.4 Contractor Address <input style="width: 95%; height: 25px;" type="text"/>	
1.5 Contractor Phone Number <input style="width: 95%; height: 25px;" type="text"/>	1.6 Account Number <input style="width: 95%; height: 25px;" type="text" value="20-07500-11830000-102-500"/>	1.7 Completion Date <input style="width: 95%; height: 25px;" type="text" value="JUNE 30, 2014"/>	1.8 Price Limitation <input style="width: 95%; height: 25px;" type="text"/>
1.9 Contracting Officer for State Agency <input style="width: 95%; height: 25px;" type="text" value="GLENN NORMANDEAU"/>		1.10 State Agency Telephone Number <input style="width: 95%; height: 25px;" type="text" value="603-271-3511"/>	
1.11 Contractor Signature <input style="width: 95%; height: 25px;" type="text"/>		1.12 Name and Title of Contractor Signatory <input style="width: 95%; height: 25px;" type="text"/>	
1.13 Acknowledgement: State of <input style="width: 80px;" type="text"/> , County of <input style="width: 150px;" type="text"/> On <input style="width: 80px;" type="text"/> , 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 <div style="text-align: center;">[Seal]</div>			
1.13.2 Name and Title of Notary or Justice of the Peace <input style="width: 95%; height: 25px;" type="text"/>			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory <input style="width: 95%; height: 25px;" type="text" value="Glenn Normandeau, Executive Director"/>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

DEPARTMENT	DATE RECD	APPROVED	NOT APPROVED	APPROVED AMOUNT	VENDOR CODE
Allenstown Police Dept	3/11/2013	X		\$1,080.00	177347
Andover Police Dept	3/25/2013		X		
Antrim Police Dept	3/13/2013		X		
Auburn Police Dept	2/28/2013		X		
Berlin Police Dept	4/2/2013	X		\$1,620.00	177362
Candia Police Dept	3/28/2013	X		\$1,080.00	177269
Claremont Police Dept	3/11/2013	X		\$2,160.00	177373
Coos County Sheriff	3/12/2013	X		\$1,080.00	177270
Deering Police Dept	3/8/2013		X		
Derry Police Dept	3/19/2013		X		
DRED Forest & Land	3/29/2013	X		\$2,160.00	177445
East Kingsston Police Dept	4/2/2013		X		
Epsom Police Department	3/4/2013		X		
Franklin Police Dept	4/5/2013		X		
Fremont Police Dept	4/3/2013	X		\$1,080.00	159867
Gilford Police Dept	4/4/2013		X		
Gilmanton Police Dept	4/1/2013		X		
Gorham Police Dept	4/4/2013	X		\$1,080.00	177396
Hudson Police Dept	2/28/2013		X		
Lisbon Police Dept	3/8/2013	X		\$1,080.00	177425
Mason Police dept	3/7/2013		X		
Merrimack Police Dept	3/28/2013	X		\$1,080.00	177436
Middleton Police Dept	4/2/2013		X		
New Durham Police Dept	2/27/2013	X		\$1,080.00	159914
Pembroke Police Dept	4/4/2013		X		
Pittsburg Police Dept	3/25/2013	X		\$2,160.00	177466
Rockingham County Sheriff	3/4/2013		X		
Roxbury Police Dept	4/3/2013		X		
Sandown Police Dept	3/4/2013	X		\$1,080.00	177520
Stratford Police Dept	4/11/2013		X		
Sullivan County Sheriff	3/15/2013		X		
Temple-Greenville Police Dept	3/14/2013		X		
Warren Police Dept	4/1/2013	X		\$1,080.00	177495
Washington Police Dept	4/23/2013		X		
Wentworth Police Depat	4/8/2013		X		
Winchester Police Dept	3/7/2013	X		\$1,080.00	177496

ATTACHMENT "A"

EXHIBIT A

SCOPE OF WORK:

The Party of the First Part, **Sample Police Department**, agrees to furnish the following described services:

1. To provide adequate Off Highway Recreational Vehicle Enforcement Patrol coverage for a minimum of 4 hours per shift on the commonly known as **property and trails description** and adjacent properties, pursuant to the authority under RSA 215-A:23, VIII(f).
2. If the **Sample Police Department** and the New Hampshire Fish and Game Department shall determine that there is a need for additional Off Highway Recreational Vehicle enforcement patrols in areas other than **property and trails description** and property and adjacent properties, prior approval must be obtained by the **Sample Police Department** to the New Hampshire Fish and Game Department.
3. All police officers providing Off Highway Recreational Vehicle Enforcement Patrols, shall be employed by the **Sample Police Department**
4. All Police Officers providing Off Highway Recreational Vehicle Enforcement Patrols shall be dressed in a recognizable department uniform.
5. The **Sample Police Department** shall receive compensation at the rate of \$45.00 per hour with a total compensation as approved by the Governor and Executive Council. Such total compensation shall not exceed the amount approved by the Governor and Executive Council.
6. Payment shall be made to the **Sample Police Department** within 30 days of submission of an invoice submitted to the New Hampshire Fish and Game Department with the Off Highway Recreational Vehicle Special Detail Report form. The New Hampshire Fish and Game Department shall supply the printed form and/or computer program version.

EXHIBIT B:

Payment shall be made within 30 days upon receipt of invoice and Off Highway Recreational Vehicle Special Detail Report forms.

Total shall not exceed: **\$XX.XX** as approved by Governor and Executive Council

EXHIBIT C:

The New Hampshire Municipal Association cannot provide a list of municipalities that they provide Liability Insurance Coverage for. The current list of contracts expires on June 30, 2013. Those agencies not on the New Hampshire Municipal Association must provide proof of insurance prior to approval.



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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Schedule of Primex Property & Liability Members Attached		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	7/1/2012	7/1/2013	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: <input type="checkbox"/> Any auto	7/1/2012	7/1/2013	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease - Each Employee	
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2012	7/1/2013	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 5/23/2013 tdenver@nhprimex.org
State of NH Dept of Fish & Game Hazen Dr Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



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.

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Schedule of Primex Property & Liability Members Attached		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:
X	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2013	1/1/2014	Each Occurrence \$ 5,000,000 General Aggregate \$ 5,000,000 Fire Damage (Any one fire) Med Exp (Any one person)
X	Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	1/1/2013	1/1/2014	Combined Single Limit (Each Accident) \$5,000,000 Aggregate \$5,000,000
	Workers' Compensation & Employers' Liability			Statutory Each Accident Disease - Each Employee Disease - Policy Limit
X	Property (Special Risk includes Fire and Theft)	1/1/2013	1/1/2014	Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: \$1,000

Description: Proof of Primex Member coverage.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Dept of Fish & Game Hazen Dr Concord, NH 03301			By: <i>Tammy Dewar</i>
			Date: 5/23/2013 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Member	Member Number
Alton School District	786
Amherst School District	701
Andover School District	702
Ashland School District	822
Auburn School District	902
Bath School District	768
Bedford School District	779
Benton School District	848
Berlin School District	904
Berlin Water Works	500
Bethlehem School District	856
Bow School District	703
Candia School District	906
Carroll County	600
Chester School District	707
City Of Berlin	120
City Of Concord	145
City Of Keene	210
City Of Laconia	213
City Of Somersworth	293
Claremont School District	909
Cocheco Arts and Technology Academy	1203
Concord School District	710
Contoocook Valley School District	802
Coos County	602
Cornish School District	912
CSI Charter School	1209
Derry Cooperative School District	711
Dover School District	900
Dresden School District	913
Epping School District	713
Franklin School District	716
Fremont School District	717
Gilford School District	718
Gilmanton School District	719
Governor Wentworth Regional School District	721
Grafton County	603
Grantham School District	851
Greenland School District	796
Hampstead School District	776
Hampton Falls School District	795
Hampton School District	842
Hanover School District	919
Haverhill Cooperative School District	723
Henniker School District	724
Hill School District	725
Hillsborough County	608
Hooksett School District	921
Hudson School District	789
Inter-Lakes Cooperative School District	812
Jaffrey-Rindge Cooperative School District	923
John Stark Regional School District	765
Kearsarge Regional School District	868
Laconia School District	729
Lafayette Regional School District	924
Landaff School District	858
Lebanon Housing Authority	523
Lebanon School District	852
Lincoln-Woodstock Cooperative School District	730
Lisbon Regional School District	925
Litchfield School District	791

Littleton School District	855
Lyme School District	846
Mascenic Regional School District	733
Mascoma Valley Regional School District	827
Mason School District	867
Merrimack School District	927
Merrimack Valley Regional School District	735
Merrimack Village District	561
Milford School District	736
Monroe School District	737
Mont Vernon School District	738
Nashua Regional Planning Commission	519
New Castle School District	797
Newington School District	798
Newmarket School District	741
North Country Education Services	953
North Hampton School District	805
Northumberland School District	829
Northwood School District	905
Norwich School District	908
Nottingham School District	907
Oyster River Youth Association	574
Pelham School District	770
Piermont School District	743
Pittsfield School District	849
Plainfield School District	853
Portsmouth Housing Authority	572
Portsmouth School District	950
Profile School District	857
Prospect Mountain High School	952
Rochester School District	901
Rye School District	799
Salem School District	773
Sanborn Regional School District	934
SAU 2 Office	810
SAU 6 Office	935
SAU 15 Office	937
SAU 18 Office	747
SAU 21 Office	841
SAU 23 Office	750
SAU 24 Office	826
SAU 28 Office	772
SAU 35 Office	938
SAU 39 Office	808
SAU 44 Office	804
SAU 46 Office	753
SAU 50 Office	800
SAU 55 Office	777
SAU 58 Office	830
SAU 70 Office	845
Sawyer Lake Village District	401
Seabrook School District	843
Shaker Regional School District	757
Souhegan Cooperative School District	778
South Hampton School District	844
Stark School District	831
Stoddard School District	854
Strafford School District	944
Stratford School District	832
Sullivan County	606
TEAMS Charter School	1212
Timberlane Regional School District	775

Town Of Alstead	104
Town Of Amherst	106
Town Of Ashland	109
Town Of Auburn	111
Town Of Belmont	117
Town Of Boscawen	122
Town Of Bow	123
Town Of Bristol	127
Town Of Canaan	131
Town Of Candia	132
Town Of Derry	154
Town Of Durham	160
Town Of Farmington	171
Town Of Gilford	178
Town Of Gilsom	180
Town Of Gorham	182
Town Of Grantham	185
Town Of Greenfield	186
Town Of Harrisville	195
Town Of Haverhill	196
Town Of Hinsdale	201
Town Of Holderness	202
Town Of Jaffrey	208
Town Of Kingston	212
Town Of Langdon	216
Town Of Lincoln	220
Town Of Londonderry	224
Town Of Merrimack	236
Town Of Milford	239
Town Of Milton	240
Town Of Monroe	241
Town Of New Durham	249
Town Of Newport	256
Town Of North Hampton	259
Town Of Northfield	258
Town Of Northumberland	260
Town Of Northwood	261
Town Of Orford	264
Town Of Peterborough	268
Town Of Plainfield	272
Town Of Raymond	277
Town Of Rumney	283
Town Of Sanbornton	287
Town Of Sandwich	289
Town Of Surry	305
Town Of Windham	329
Town Of Wolfeboro	331
Unity School District	945
Warren School District	767
Weare School District	759
White Mountains Regional School District	811
Wilton-Lyndeborough Cooperative School District	763
Windham School District	771
Winnacunnet Cooperative School District	806
Winnisquam Regional School District	764

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Bay Sewage District	558
Belknap County	607
Cheshire County	601
Cheshire County	601
City Of Claremont	141
Merrimack County	604
NH Public Risk Management Exchange	573
Plainfield Village Water District	571
Rockingham County	609
Strafford County	605
Town Of Bedford	116
Town Of Croydon	148
Town Of Dummer	158
Town Of Exeter	170
Town Of Frankestown	173
Town Of Frankestown	173
Town Of Franconia	174
Town Of Freedom	176
Town Of Hampton Falls	192
Town Of Hollis	203
Town Of Moultonborough	243
Town Of Newfields	250
Town Of Rindge	279
Town Of Rye	284
Town Of Stratham	301
Town Of Tuftonboro	313
Town Of Waterville Valley	518
Town Of Weare	321