



Margaret Wood Hassan
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Peter M. Thomson
COORDINATOR

7 9B

October 1, 2013

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the NH Highway Safety Agency permission to enter into a contractual agreement with the Hampshire Hospitality Holdings, Inc. dba The Inns and Spa at Mill Falls, Meredith, NH (Vendor Code 157393) in the amount of \$4,162.50 to serve as the host site for the 2013 Annual Drunk and Drugged Driving Awareness Month Lunch scheduled for November 25, 2013, effective upon Governor & Council approval through December 31, 2013. 100% Federal Funds

Funds are available from the following account:

02-25-25-250010-32000000 Highway Safety Agency - NHTSA Grants	FY 2014
072-500569 Grants of Food-Federal	\$4,162.50

EXPLANATION

The NH Highway Safety Agency has approved the use of \$4,162.50 in federal highway safety funds to support a contractual agreement with The Inns and Spa at Mill Falls to serve as the host site for the 2013 Annual Drunk and Drugged Driving Awareness Lunch scheduled for November 25, 2013.

In 1982, then US Senator Gordon Humphrey of New Hampshire introduced the first Congressional Resolution to designate a week in December as "National Drunk and Drugged Driving Awareness Week". Each year through 1991 resolutions were approved by Congress and the President proclaimed a week in December as Triple D Week, and it became an annual event throughout the Nation. Since 1992 the entire month of December has been designated as "National Drunk and Drugged Driving Awareness Month".

This year's event will again include the Thanksgiving Weekend and will focus on "Safe Family Holidays". The lunch will bring together 200+ members of the law enforcement community, legislators, government officials, and highway safety partners who work in a cooperative effort to increase seat belt use and curtail the number of deaths and personal injuries caused by impaired drivers.

In seeking a facility to host the annual lunch, the Agency contacted the Courtyard Marriott & Grappone Conference Center (Concord), The Center of New Hampshire (Manchester), The Executive Court Banquet Facility and The Inns and Spa at Mill Falls (Meredith). Comparable quotes were received from the Courtyard (\$4,590.00), The Center of New Hampshire (not available), The Executive Court Banquet Facilities (\$5,886.50), and The Inns and Spa at Mill Falls (\$4,162.50).

A copy of the contractual agreement with The Inns and Spa at Mill Falls, approved by the Department of Justice, is attached. In the event Federal funds are no longer available, General Funds will not be requested to support this program.

Sincerely,

Peter M. Thomson, Coordinator

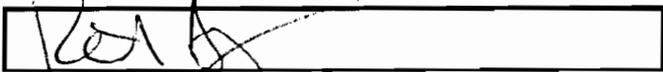
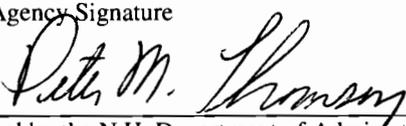
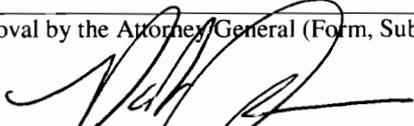
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Enclosure

Subject: 2013 Drunk and Drugged Driving Awareness LUNCH 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 <u>NH Highway Safety Agency</u>		1.2 State Agency Address <u>78 Regional Drive, Bldg. 2, Concord, NH 03301</u>	
1.3 Contractor Name <u>Hampshire Hospitality Holdings, Inc. dba Mill Falls at the Lake</u>		1.4 Contractor Address <u>312 Daniel Webster Highway, Meredith, NH 03253</u>	
1.5 Contractor Phone Number <u>603-677-8772</u>	1.6 Account Number <u>10 02500 32000000 500569</u>	1.7 Completion Date <u>December 31, 2013</u>	1.8 Price Limitation <u>\$4,162.50</u>
1.9 Contracting Officer for State Agency <u>Peter M. Thomson</u>		1.10 State Agency Telephone Number <u>603-271-2131</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Robert Strang, Group Sales Manager</u>	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>BELKNAP.</u> On <u>9/18/2013</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  JOHN T. WIDMER, Notary Public My Commission Expires <u>3/16/16</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>JOHN T WIDMER - NOTARY</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>PETER M. THOMSON, COORDINATOR</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/1/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials KS
Date 9/13

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials
Date 9/18

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.

EXHIBIT A

THE SERVICES

2. Employment of Contractor; Services to be Performed

The Hampshire Hospitality Holdings, Inc. (The Inn and Spas at Mill Falls), hereinafter referred to as the Contractor, will serve as the host site for the 2013 Annual Drunk and Drugged Driving Awareness Month Lunch tentatively scheduled for November 25, 2013. Attended by approximately 225 members of the law enforcement community, legislators, state department heads and highway safety partners, the lunch will focus on "Safe Family Holidays" and call attention to the dangers of drunk and drugged driving.

Working with the New Hampshire Highway Safety Agency, the Contractor will provide a lunch buffet for up to 225, set up a head table with podium and microphone on a riser, provide one set of United States and New Hampshire state flags, and arrange other reasonable details as may be requested.

RS
9/13

EXHIBIT B

CONTRACT PRICE AND VOUCHERS

4.1.a Contract Price

The Agency agrees to compensate the Contractor a maximum of \$4,162.50 to cover costs related to providing services stipulated in Exhibit A. It is understood that the non-refundable deposit fee is waived.

BUDGET

225 Lunch Buffet @ \$18.50/person	4,162.50
Service Charge (20%)	Included
One (1) Podium and Microphone	0.00
Function Room (No Charge)	0.00
TOTAL	\$4,162.50

4.2.a Vouchers

Contractor shall submit to the Coordinator of the New Hampshire Highway Safety Agency a final invoice detailing expenses incurred.

12)
9/13

EXHIBIT C
SPECIAL PROVISIONS

20.1 Audit

It is further agreed that an independent audit of Hampshire Hospitality Holdings, Inc., will be performed which fulfills the requirements of OMB Circular A-133. A copy of the final audit will be forwarded to the Agency.

The State of New Hampshire reserves the right to have its Legislative Budget Assistant review any work papers.

20.2 Insurance and Bond

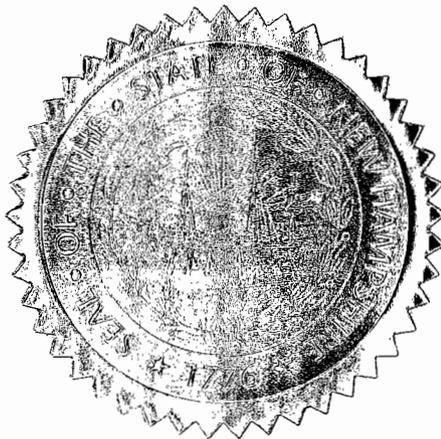
It is agreed that the \$2,000,000.00 per incident insurance requirement contained in Section 14.1.1. is waived and that both parties agree to accept the hotel's current insurance level of \$1,000,000.00 per incident.

RS
9/10

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 HAMPSHIRE HOSPITALITY HOLDINGS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 7, 1993. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of September, A.D. 2013

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Edward J McLear, President of Hampshire Hospitality Holdings, Inc.

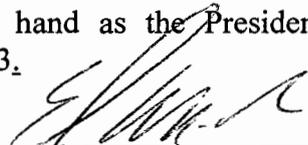
Do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors at a meeting of the board on January 11, 2013 which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder) (organizational) meeting on January 11, 2013.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof: and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

<u>Edward J McLear</u>	-	<u>President</u>
<u>Edward A Gardner</u>	-	<u>Vice President</u>
<u>Roger E Gauld</u>	-	<u>Treasurer</u>

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation this 13th day of January 2013.

(Corporate Seal if any)



President

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

STATE OF NEW HAMPSHIRE

COUNTY OF BELKNAP

ON 13th Day of January _____, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the President of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

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



Notary Public/Justice of the Peace

CERTIFICATE OF AUTHORITY
(Corporation Without Seal)

I, Edward J McLear , President of
Hampshire Hospitality Holdings, Inc. , do hereby certify that:

(1) I am the duly elected and acting President of
Hampshire Hospitality Holdings, Inc. , a New Hampshire corporation
(the "Corporation"); (2) I maintain and have custody of and am familiar with the Seal and
minute books of the Corporation; (3) I am duly authorized to issue certificates; (4) the
following are true, accurate and complete copies of the resolutions adopted by the Board
of Directors of the Corporation at a meeting of the said Board of Directors held on the ___
11th day of January , 2013, which meeting was duly held in accordance
with New Hampshire law and the by-laws of the Corporation:

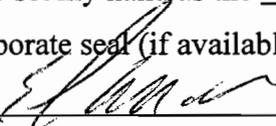
RESOLVED: That this Corporation enter into a contract with the State of New
Hampshire, acting by and through the various state agencies, providing for the
Performance by the Corporation of certain Hospitality services, and that the
**President (any Vice President) (and the Treasurer) (or any of them acting
singly) or Innkeeper/General Manager or Director of Sales or Group Sales
Manager** be and hereby (is) (are) authorized and directed for and on behalf of
this Corporation to enter into the said contract with the State and to take any and
all such actions and to execute, seal, acknowledge and deliver for and on behalf
of this Corporation any and all documents, agreements and other instruments (and
any amendments, revisions or modifications thereto) as (she) (he) (any of them)
may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any
instrument or document described in or contemplated by these resolutions shall be
conclusive evidence of the authority of said officer to bind this Corporation
thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner
whatsoever, and remain in full force and effect as of the date hereof; and the following
person(s) (has) (have) been duly elected and now occupy the office(s) indicated below:

Edward J McLear President
Edward A Gardner Vice President
Roger E Gauld Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the President,
of the Corporation and have affixed its corporate seal (if available) this:



Edward J McLear
President

STATE OF HEW HAMPSHIRE
COUNTY OF BELKNAP

On this the 13th day of January 2013, before me, John T Widmer, the
undersigned officer, personally appeared, Edward J McLear, who acknowledged
her/himself to be the President, of Hampshire Hospitality Holdings, Inc, a
corporation, and that he/she, as such President being authorized to do so, executed
the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by her/himself as President.

IN WITNESS WHEREOF: I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission expires:

JOHN T WIDMER, Notary Public
My Commission Expires 3/16/16

