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## State of New Hampshire

## DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305 603/271-2791

COMMISSIONER

March 7, 2017

His Excellency, Governor Christopher T. Sununu 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 (HSEM) requests authorization to **retroactively** enter into a grant agreement with the Town of Henniker (VC#177404-B002) to purchase and install Mobile Data Terminals (MDTs) for the Henniker Fire Department for a total amount of \$23,100.00. Effective upon Governor and Council approval for the period from February 21, 2017 through September 30, 2017. Funding source: 100% Federal Funds.

Funding is available in the SFY 2017 operating budget as follows:

02-23-23-236010-80920000

Dept. of Safety

Homeland Sec-Emer Mgmt

100% EMPG Local Match

072-500574 Grants to Local Gov't - Federal

Activity Code: 23EMPG 2015

\$23,100.00

#### Explanation

This request is **retroactive** due to an administrative oversight. Governor and Council approval is being sought as the amount of a grant to Henniker previously approved on December 8, 2016, plus the amount of this grant yields a cumulative amount that is over the Governor and Council approval threshold. Corrective measures have been implemented to alleviate this oversight in the future.

The purpose of this grant is to purchase and install Mobile Data Terminals (MDTs) for the Henniker Fire Department to enhance their communication and response capabilities. The grant listed above is funded from the FFY 2015 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are available to all Emergency Management Directors and other qualified organizations in the State. Subrecipients submit applications to this office, which are reviewed by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives and approved by the HSEM Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local jurisdictions.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the subrecipient. The subrecipient acknowledges their match obligation as part of Exhibit B to their grant agreement.

In the event that Federal Funds are 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

# The State of New Hampshire and the Subrecipient hereby Mutually agree as follows: GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safe Security and Emergence		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305				
1.3. Subrecipient Name Town of Henniker (VC		1.4. Subrecipient Tel. #/ 2 Depot Hill Rd, Hen				
1.5 Effective Date Business Office Approval	1.6. Account Number AU #80920000	1.7. Completion Date September 30, 2017 1.8. Grant Limit \$23,100.00				
1.9. Grant Officer for Sta Cindy Richard, EMPG		1.10. State Agency Tele (603) 223-3627	phone Number			
"By signing this form we certif grant, including if applicable I		h any public meeting requiren	nent for acceptance of this			
1.11. Subrecipient Signat		1.12. Name & Title of St	- ~			
WH CES WED		Stephen c Burritt				
Subrecipient Signature 2	-	Name & Title of Subrec	ipient Signor 2			
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3				
1.13. Acknowledgment: 以の / ハ, before the under known to me (or satisfact acknowledged that he/sho	signed officer, personall orily proven) to be the p	ly appeared the person id person whose name is sigi	entified in block 1.12., ned in block 1.11., and			
1.13.1. Signature of Nota (Seal)	ry Public or Justice of t					
1.13.2. Name & Title of M		of the Peace (Note	iMBERLY I. JOHNSON NuMahilis xilveni quampshire mission Expires April 17, 2018			
1.14. State Agency Sig	nature(s)	4.15. Name & Title of	State Agency			
Signor(s) By:	On: 2 121117	Steven R. Lavoie, Direct	or of Administration			
all you						
By:  Assistant Attorney General, On: 3/8/20/7						
1.17. Approval by Gover	nor and Council (if app	licable)				
By:		On: /	1			

2. <u>SCOPE OF WORK</u>: 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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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").

Subrecipient Initials: 1.)	2.)	3.)	Date: <u>28)2017</u>

- AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
- EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon 9.3. signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all 9.4. reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- 5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS
- 5.1. PAYMENT.
  The Grant Amount is identified and more particularly described in EXHIBIT
- 5.2. B, attached hereto.
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this
- from the amount otherwise payable to the Subrecipient under this 5.4. subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

  The payment by the State of the Grant amount shall be the only, and the
  - complete payment to the Subrecipient for all expenses, of whatever nature, 11. incurred by the Subrecipient in the performance hereof, and shall be the only, 11.1.
- 5.5. and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant 11.1.1 Amount.
  - Notwithstanding anything in this Agreement to the contrary, and 11.1.3 notwithstanding unexpected circumstances, in no event shall the total of all 11.1.4 payments authorized, or actually made, hereunder exceed the Grant limitation 11.2. set forth in block 1.8 of these general provisions.

    COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. 11.2.1
- In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county,
- 7.1. or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits. RECORDS and ACCOUNTS.
  - Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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
  - invoices, bills and other similar documents.

    Between the Effective Date and the date three (3) years after the Completion 11.2.4

    Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such 12. records, and to make audits of all contracts, invoices, materials, payrolls, 12.1. 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 8. paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated 8.1. with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
- PERSONNEL.

  The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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.
- The Subrecipient 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.
- 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.
   DATA: RETENTION OF DATA: ACCESS.
  - 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

computer programs, computer intouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- Between the Effective Date and the Completion Date the Subrecipient 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.
- No data shall be subject to copyright in the United States or any other country by anyone other than the State.
  - 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.
  - 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.
  - 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 Subrecipient notice of such termination.
- EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of 11.1.1 Default"):
- 11.1.2 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.3 Failure to submit any report required hereunder; or
- .1.4 Failure to maintain, or permit access to, the records required hereunder, or
- 11.2. Failure to perform any of the other covenants and conditions of this Agreement.
- Upon the occurrence of any Event of Default, the State may take any one, or 11.2.1 more, or all, of the following actions:
  - Give the Subrecipient 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
  - 1.2.2 (2) days after giving the Subrecipient notice of termination; and Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State
- materials and services. Such accounts shall be supported by receipts, 11.2.3 determines that the Subrecipient has cured the Event of Default shall never be invoices, bills and other similar documents.
  - 11.2.4 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
    - . TERMINATION
  - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient 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 Subrecipient 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient'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 Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
  - CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, 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

Subrecipient Initials: 1.) 90	2.)	3.)	Date: 2 2 2017 Page 2 of 6
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14.

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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.

SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this 18. Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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,

15. workmen's compensation or emoluments provided by the State to its 19.

ASSIGNMENT AND SUBCONTRACTS. The Subrecipient 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 20. subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all 21. 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to 22. constitute a waiver of the sovereign immunity of the State, which immunity is

17. hereby reserved to the State. This covenant shall survive the termination of 23.

17.1 this agreement.

#### INSURANCE AND BOND.

The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project 24.

- 17.1.1 work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- approval of the undertaking or carrying out of such Project, shall participate in 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.
  - 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 Subrecipient.

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.

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, if required, or by the signing State Agency.

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 intend of the parties hereto.

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.

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.

SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Date: 2/8/2017 Subrecipient Initials: 1.) 2.) Page 3 of 6

#### **EXHIBIT A**

#### Scope of Services

- 1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Henniker (hereinafter referred to as "the Subrecipient") \$23,100.00 to purchase and install Mobile Data Terminals (MDT) for the Fire Department.
- 2. "The Subrecipient" agrees that the project grant period ends September 30, 2017 and that a final performance and expenditure report will be sent to "the State" by October 31, 2017.
- 3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
- 4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Subrecipient" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.)	2.)	3.)	Date: 2/8/2017
			Page 4 of 6

#### **EXHIBIT B**

#### Grant Amount and Method of Payment

#### 1. GRANT AMOUNT

	Applicant	Grant	
	Share	(Federal Funds)	Cost Totals
Project Cost	\$23,100.00	\$23,100.00	\$46,200.00
	Project Cost is 50%	Federal Funds, 50% Appli	cant Share
Awarding Agency	: Federal Emergency I	Management Agency (FEN	MA)
Award Title & #: ]	Emergency Manageme	ent Performance Grant (EN	MPG) EMW-2015-EP-00067
Catalog of Federal	Domestic Assistance	e (CFDA) Number: 97.04	2 (EMPG)
Applicant's Data l	Universal Numbering	System (DUNS): 03161	8176

#### 2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$23,100.00.
- b. "The State" shall reimburse up to \$23,100.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".

Subrecipient Initials: 1.)	2.)	3.)	Date: 2/8/2017 Page 5 of 6

#### **EXHIBIT C**

#### **Special Provisions**

- 1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
- 2. Any funds advanced to "the Subrecipient" must be returned to "the State" if the grant agreement is terminated for any reason other than completion of the project.
- 3. Any funds advanced to "the Subrecipient" must be expended within 30 days of receiving the advanced funds.
- 4. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" 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. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

2.)	3.)	Date: 2/8/2017 Page 6.0	of 6
	2.)	2.)	2.) Date: 2/8/2017 Page 6.0

#### DRAFT



Town of Henniker Board of Selectmen Meeting Tuesday, February 7, 2017 Henniker Community Center

Members Present: Kris Blomback, Chairman; Tia Hooper, Vice Chair; Ben Fortner,

Selectman; Scott Osgood, Selectman; Bob French, Selectman

**Town Administrator:** Christine Trovato Recording Secretary: Cherry Palmisano

Item 5: Request for approval of grant for Fire Department

Selectman Fortner moved, Selectman French seconded to accept the terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$23,100.00 for purpose of Mobile Data Terminals (MDT) for the Henniker Fire Department. Furthermore, the Board acknowledges that the total cost of this project will be \$46,200.00, in which the Town will be responsible for the 50% match (\$23,100.00). Further, the Board authorizes the Fire Chief to sign all documents related to the grant. The Motion Passed 5-0-0.



### CERTIFICATE OF LIABILITY INSURANCE



ESHEPPARD

DATE (MM/DD/YYYY) 11/23/2016

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Davis PO B	s &					CONTACT NAME:			
PRODUCER Davis & Towle Group, Inc. PO Box 2300 Henniker, NH 03242					NAME: PHONE (A/C, No, Ext): (603) 428-3238  E-MAIL ADDRESS:  FAX (A/C, No): (603) 4			428-3992	
Heili	IINE	n, Nri 03242							
								RDING COVERAGE	NAIC#
						INSURER A : Metrog	ard insuran	ice	
INSUR	RED					INSURER B :			
		Town Of Henniker				INSURER C :			
		18 Depot Hill Road				INSURER D :			
		Henniker, NH 03242				INSURER E :			
						INSURER F :			
cov	/ER	AGES CER	TIFIC	ATE	NUMBER:			REVISION NUMBER:	
INI	DIC/	IS TO CERTIFY THAT THE POLICIE ATED. NOTWITHSTANDING ANY R IFICATE MAY BE ISSUED OR MAY JSIONS AND CONDITIONS OF SUCH	EQUII PER1	REME AIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORM	N OF ANY CONTRACTED BY THE POLICE	CT OR OTHER	R DOCUMENT WITH RESPECT TO BED HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY				111111111111111111111111111111111111111	THE PROPERTY OF	EACH OCCURRENCE \$	1,000,000
	-	CLAIMS-MADE X OCCUR			PE-4631903-04	07/01/2016	07/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000
					•			MED EXP (Any one person) \$	10,000
-								PERSONAL & ADV INJURY \$	1,000,000
-		ACCRECATE LIMIT ACCUSES							3,000,000
-	GEN X	POLICY PRO- LOC						GENERAL AGGREGATE \$	3,000,000
ŀ	^	POLICY LOC						PRODUCTS - COMP/OP AGG \$	0,000,000
_		OTHER:						COMBINED SINGLE LIMIT	
A		TOMOBILE LIABILITY						(Ea accident) \$	1 000 000
-	X	ANY AUTO			BA-4631903-04	07/01/2016	07/01/2017	BODILY INJURY (Per person) \$	1,000,000
		OWNED SCHEDULED AUTOS	i					BODILY INJURY (Per accident) \$	3,000,000
	X	HIRED ONLY X NON-QWNED						PROPERTY DAMAGE (Per accident) \$	
								\$	
Α		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE \$	4,000,000
	X	EXCESS LIAB CLAIMS-MADE			UMB-4631903-04	07/01/2016	07/01/2017	AGGREGATE \$	
		DED RETENTION\$						\$	
,	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
L	ANY	PROPRIETOR/PARTNER/EXECUTIVE TITLE						E.L. EACH ACCIDENT \$	
	OFFI (Man	ICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE \$	
- 1	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	
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DESC	KIF 1	TION OF OPERATIONS / LOCATIONS / VEHICL	.23 (A	CORD	IVI, Auditorial Remarks Schedu	re, may be attached if mor	e space is requi	euj	
		COATE HOLDED	_			CANCELLATION			
CER	H	FICATE HOLDER				CANCELLATION			
Department of Safety Hazen Drive Concord, NH 03305					N DATE TH	ESCRIBED POLICIES BE CANCEL IEREOF, NOTICE WILL BE DE CY PROVISIONS.			
		,				AUTHORIZED REPRESE			
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#### **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 Primex<sup>3</sup>. 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.

alter the coverage androed by the coverage categories listed b	eiow.					
Participating Member: Me	lember Number:	umber: Company Affor			rage:	
Primex3 Members as per attached Schedule of Members Workers' Compensation Program	S	NH Public Risk Management Exchange Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			change - Primex <sup>3</sup>	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Sta	tutory Limits	May Apply, If Not:
General Liability (Occurrence Form)				Each Occurren		
Professional Liability (describe)				General Aggre		
Claims Occurrence				Fire Damage (/ fire)	Any one	
				Med Exp (Any	one person)	
Automobile Liability Deductible Comp and Coll:  Any auto				Combined Sing (Each Acadent) Aggregate	le Limit	
X Workers' Compensation & Employers' Liability	1/1/2017	1/1/201	18	X Statutory	/	\$2,000,000
		1, 1, 23		Each Accident		\$2,000.000
				Disease – Each	Employee	
				Disease – Policy	Limit	
Property (Special Risk includes Fire and Theft)	:			Blanket Limit, Re Cost (unless othe		
<b>Description:</b> Proof of Primex Member coverage only.						
CERTIFICATE HOLDER: Additional Covered Part	ty Loss F	20100	Drim	ov <sup>3</sup> - NH Public	Dick Manage	ment Exchange
CERTIFICATE HOLDER:   Additional Covered Part	y   LUSS F	ayee	By:	Tailing Deauc	J	ment exchange
			Date:	1/3/2017 (	denver@nhpr	rimey ara
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			Juice	Please Primex <sup>3</sup> Cla 603-	e direct inquire tims/Coverag 225-2841 pho 3-228-3833 fa	es to: le Services one

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