

SUB mlc



ROBERT L. QUINN  
COMMISSIONER

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG. 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

RICHARD C. BAILEY, JR.  
ASSISTANT COMMISSIONER

EDDIE EDWARDS  
ASSISTANT COMMISSIONER

September 16, 2021

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

### REQUESTED ACTION

Authorize the Department of Safety (DOS), Division of Homeland Security and Emergency Management (HSEM) to enter into a contract with iHeart Media + Entertainment, Inc., (VC# 174906-P001), 20880 Stone Oak Parkway San Antonio, Texas for radio advertisements on emergency management and preparedness for an amount of \$60,000.00. Effective upon Governor and Council approval through June 30, 2024. Funding Source: 40% Private and Local Funds / 32% Federal Funds / 28% General Funds.

Funds are available in the SFY2022 operating budget and contingent upon availability and continued appropriations in SFY2023 through SFY2024 with authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

02-23-23-236010-27400000 Dept. of Safety - Homeland Sec-Emer. Mgmt. -Emergency Mgmt. Admin  
020-500247 Current Expenses -Advertising and Publication

<u>SFY 2022</u>	<u>SFY 2023</u>	<u>SFY2024</u>	<u>Total</u>
\$20,000.00	\$20,000.00	\$20,000.00	\$60,000.00

### EXPLANATION

This contract will provide for radio advertisements to be aired over three FM radio stations, WGIR, WHEB, and WERZ, for the purpose of increasing public preparedness for natural and manmade disasters and state or national security concerns, including providing NH residents with critical information on protecting themselves and their families. Radio spots provided by this contract will help increase the involvement of and interaction between local governments, the private sector, residential communities, school systems and populations with special needs (E.g. the elderly, handicapped, minorities, etc.) through a statewide public awareness campaign. The messages aired will provide information on winter storm preparedness, hurricanes, earthquakes, flooding, ice jams, hazardous materials spills, and other topics as deemed necessary. When appropriate, these messages will also contain information on the availability of a toll-free information line. This contract will provide additional spots within 24 hours of request on 28 days of the contract to be used at the discretion of HSEM.

A Request for Proposals (RFP) was posted on the State's Administrative Services website from April 21, 2021 through May 5, 2021. Only one proposal was received, from iHeart Media + Entertainment. The proposal was evaluated and scored by a three-person review panel. The panel concluded iHeart Media + Entertainment's proposal met the RFP requirements; therefore, the vendor was awarded the contract.

Respectfully submitted,

Robert L. Quinn  
Commissioner of Safety

<b>Scoring Summary Table</b>						
<b>DOS HSEM RFP 2021-0005 - HSEM</b>						
<b>Company</b>	<b>Contract Price</b>	<b>Organization Capacity (30 points max)</b>	<b>Plan of Operation (30 points max)</b>	<b>Budget &amp; Justification (30 points max)</b>	<b>Format (10 points max)</b>	<b>TOTAL 100 Pts Max</b>
<b>iHeart</b>	<b>\$60,000.00</b>	<b>30</b>	<b>30</b>	<b>25</b>	<b>10</b>	<b>95</b>
						<b>0</b>

**Definitions of Scoring Criteria:**

**Org Capacity:** The general suitability of the organization to carry out the stated goals, in this case to promote safety messages on the radio and online streaming.

**Plan of Operation:** The organization can provide the deliverables as described in the RFP.

**Budget & Justification:** The budget clearly provides detailed description and justification for use of funds and that timing of the advertisements meet the requirements.

**Format:** The Organization followed the format requirements.

**Impressions:** The proposal specifies the number and location of measurable impressions ("Impression" is a term that refers to the point in which an ad is heard once by a listener).

**Review Panel Members**

Vanessa Palange, COC NH HSEM

Matthew Hotchkiss, Administrator II, NH HSEM

Judith Emmert, Program Assistant II, NH HSEM


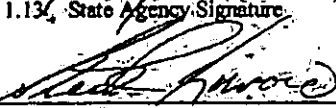
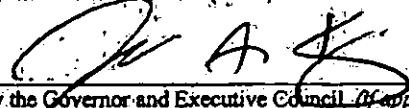
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION:**

1.1 State Agency Name Department of Safety		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name iHeart Media + Entertainment, Inc.		1.4 Contractor Address 20880 Stone Oak Parkway San Antonio, TX 78258	
1.5 Contractor Phone Number 727-310-2567	1.6 Account Number See Exhibit C	1.7 Completion Date 06/30/2024	1.8 Price Limitation \$60,000.00
1.9 Contracting Officer for State Agency Matthew Hotchkiss, Administrator, HSEM		1.10 State Agency Telephone Number 603-223-3624	
1.11 Contractor Signature  Date: 7/26/21		1.12 Name and Title of Contractor Signatory Zachary Field, SUPS	
1.13 State Agency Signature  Date: 9/28/21		1.14 Name and Title of State Agency Signatory STEVEN R. LAVOIE, DIRECTOR OF ADMINISTRATION	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/28/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

HSEM/  
INDIVIDUAL  
PREPAREDNESS

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A**

**Special Provisions**

1. The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions – Block 1.7: Completion Date. The Term may be extended up to One (1) year, (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term, up to but not beyond June 30, 2025 under the same terms and conditions, subject to approval of Governor and Executive Council.
2. It is agreed that the Contractor will meet as needed with DOS/HSEM project personnel to ensure proper implementation of the terms of this contract.

**EXHIBIT B**  
**Scope of Services**

The responsibilities of the contractor are as follows:

1. To coordinate the establishment of a formal group of FM radio stations with a broadcast area reaching 90 percent or more of the residents of New Hampshire to air radio spots on emergency management related issues, as decided by DOS/HSEM. At least two-thirds of the NCSAs must be aired between the following hours, Monday-Friday: 6-10am, 3-7pm and Saturday-Sunday: 7am-7pm, on the following dates: 7/2/21 – 7/4/21, 7/16/21 - 7/18/21, 9/4/21 – 9/6/21, 9/25/21, 10/9/21 – 10/11/21, 10/30/21 – 10/31/21, 11/24/21 – 11/29/21, 12/22/21 – 12/25/21, 12/30/21 – 1/1/22, 3/16/22 – 3/18/22, 5/29/22 - 5/31-22, 6/3/22 - 6/13/22, 7/2/22 – 7/4/22, 7/15/22 -7/17/22, 9/3/22 – 9/5/22, 9/25/22, 10/8/22 – 10/10/22, 10/30/22 – 10/31/22, 11/23/22 – 11/28/22, 12/22/22 – 12/25/22, 12/30/22 – 1/1/23, 3/16/23 – 3/18/23, 5/28/23 – 5/30/23, 6/2/23 – 6/12/23, 7/2/23 – 7/4/23, 8/31/23 – 9/2/23, 10/7/23 – 10/9/23, 10/30/23 – 10/31/23, 11/22/23 – 11/27/23, 12/22/23 – 12/25/23, 12/30/23 – 1/1/24, 3/16/24 – 3/18/24, 5/25/24 – 5/27/24, 6/1/24 – 6/11/24. Depending on changes to the federal messaging calendar, these dates may shift slightly; however, the total number of days and advertisements will not change. These dates may shift slightly depending on when the resulting contract is approved by the G&C; however, the total number of days and advertisements will not change.
2. To administer said group in terms of supplying to the group all materials needed for air play.
3. To provide additional spots within 24 hours of HSEM's request on 28 days of the contract.
4. To advise and assist DOS/HSEM in bringing radio NCSA spots into compliance with industry standards.
5. To duplicate as necessary the materials needed for stations.
6. To provide with digital and hard copy affidavits of performance and the following itemized information in a digital Microsoft Excel compatible spreadsheet file organized by station and spot: total number run, dollar value, estimated size of audience reached, and the date and time of airing.
7. Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.
8. To ensure the ads commence on or within two weeks of the approved contract date, based on a community preparedness campaign which includes previously developed radio advertisements.
9. All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.
10. To provide DOS/HSEM with copies of radio spots with all final edits for approval prior to broadcast.
11. The contractor will be responsible for the payment of subcontractors.



## EXHIBIT C

### Method of Payment

1. The contractor agrees that the total payment by the State under this contract will not exceed \$60,000.00.
2. Upon completion of the services set forth in EXHIBIT B, the State will pay to the Contractor the follows:
  - a. The Contractor shall provide the State with an itemized invoice of the charges upon completion of each month of the contract for the prior month's services.
  - b. Upon receipt of a properly documented invoice and the State's approval of such invoice, the State will pay the invoice within thirty (30) days of approval.
3. Invoices shall be submitted as follows:
  - a. Mailed to:  
NH Department of Safety  
Division of Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, NH 03305
  - b. Electronically submitted to: [accountspayable@dos.nh.gov](mailto:accountspayable@dos.nh.gov)

Funding is available in the SFY2022 and SFY2023 operating budgets and contingent upon continued appropriations in SFY2024 through SFY2025.

02-23-23-236010-27400000 Dept. of Safety-Homeland Security & Emergency Mgmt

103-502664 Contracts for Operational Services                      \$20,000.00/year



70 Foundry Rd  
Manchester, NH 03101

o 603.518.1918  
m 603.234.4374

www.iHeartMedia.com  
www.iHeartRadio.com

**OFFICER'S CERTIFICATE**

I, Joseph Graham, being the President of iHeartMedia New Hampshire hereby certify that Zachary Field, Senior Vice President of Sales, has authority to execute state and state organization contracts on behalf of the Company until December 31, 2021.

IN WITNESS WHEREOF, I have duly executed this Certificate as of the 1st day of July, 2021.

iHeartMedia New Hampshire

By: \_\_\_\_\_  
Joseph Graham  
President

State of New Hampshire  
County of Hillsborough

Notary Public: \_\_\_\_\_

JoeGraham@iHeartmedia.com



# State of New Hampshire

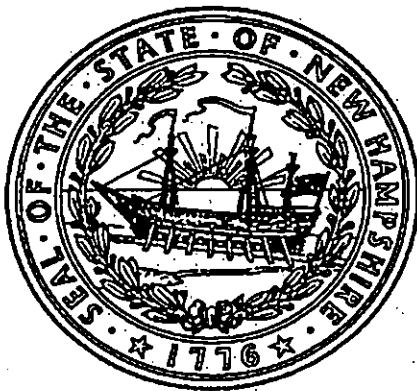
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IHEARTMEDIA + ENTERTAINMENT, INC. is a Nevada Profit Corporation registered to transact business in New Hampshire on January 20, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 462280

Certificate Number: 0005387716



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of June A.D. 2021.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357		<b>CONTACT NAME:</b> Cathy Crown <b>PHONE (A/C, No, Ext):</b> 210-691-4173 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> cathy.crown@marsh.com	
<b>INSURED</b> iHeartMedia, Inc., iHeartCommunications, Inc., iHeartMedia + Entertainment, Inc. & their subsidiaries 20880 Stone Oak Parkway San Antonio, TX 78258		<b>INSURER(S) AFFORDING COVERAGE</b>	
CN103696528-GAW1m-GAW-21-22      070221    081124    TSuthe		<b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA <b>NAIC #</b> 19445 <b>INSURER B:</b> AIU Insurance Company      19399 <b>INSURER C:</b> New Hampshire Insurance Company      23841 <b>INSURER D:</b> N/A      N/A <b>INSURER E:</b> N/A      N/A <b>INSURER F:</b>	

COVERAGES      CERTIFICATE NUMBER: HOJ-003799931-01      REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSPR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL6547106	03/31/2021	03/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC016393122 (AOS)	03/31/2021	03/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C				WC016393125 (MA, ND, OH, WA, WI)	03/31/2021	03/31/2022	E.L. EACH ACCIDENT \$ 1,000,000
B				WC016393123 (FL)	03/31/2021	03/31/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B				WC016933124 (CA)	03/31/2021	03/31/2022	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Manchester and Portsmouth NH, GNAU; advertising the NH Dept of Safety, Homeland Security Emergency Management  
In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below. Per the most current schedule maintained by Marsh USA, Inc. and furnished to AIG no less than 45 days prior to the effective date of cancellation. Number of Days Notice of Cancellation: 30.

### CERTIFICATE HOLDER

NH Department of Safety, HSEM  
Attn: Matthew Holchless  
33 Hazen Drive,  
Concord, NH 03305

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Manashi Mukherjee *Manashi Mukherjee*

AGENCY CUSTOMER ID: CN103696528

LOC #: Dallas



### ADDITIONAL REMARKS SCHEDULE

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AGENCY Marsh USA, Inc.		NAMED INSURED iHeartMedia, Inc., iHeartCommunications, Inc., iHeartMedia + Entertainment, Inc. & their subsidiaries 20880 Stone Oak Parkway San Antonio, TX. 78258	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation is evidenced for employees of the Named Insured Only.