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# State of New Hampshire

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

JOHN J. BARTHELMES  
COMMISSIONER

July 12, 2013

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

*Sole Source*

### Requested Action

Pursuant to RSA 21-P:37, II, authorize the Department of Safety, Division of Homeland Security and Emergency Management to enter into a **sole source** contract with the New Hampshire Association of Broadcasters (NHAB), (VC#154938-B001), 707 Chestnut Street, Manchester, NH 03104 for non-commercial sustaining announcements (NCSAs) on emergency management and preparedness in the amount of \$66,000.00. Effective upon Governor and Council approval through March 31, 2014. Funding Source: 32% Federal Funds, 57% Private & Local Funds and 11% Fire & EMS Funds.

Funding is available in the SFY 2014 operating budget as follows:

|                                |                 |                        |                      |
|--------------------------------|-----------------|------------------------|----------------------|
| 02-23-23-236010-2740           | Dept. of Safety | Homeland Sec-Emer Mgmt | Emergency Mgmt Admin |
| 020-500247                     |                 |                        |                      |
| Current Expenses (Advertising) |                 | \$66,000.00            |                      |

### Explanation

This request is necessary to help fulfill the public information mission of the Department of Safety, Division of Homeland Security and Emergency Management (DOS/HSEM) to increase awareness of natural and human-caused disasters and to promote emergency preparedness by individuals, families and organizations. NCSA announcements are an effective means of communicating with the public. They are broadcast on all of New Hampshire's commercial radio stations and cover the entire state. This is a **sole source** contract as there is no comparable organization in the state offering similar services. NHAB provides DOS/HSEM with **four times more airtime** than if purchased on a station-by-station basis at full commercial rates. Past public awareness campaigns with the NHAB have been tremendously successful in providing emergency preparedness information to the public.

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

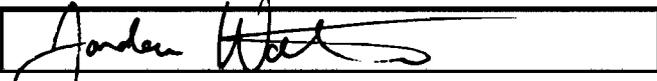
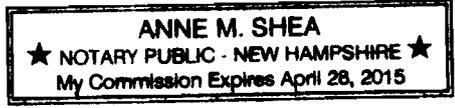
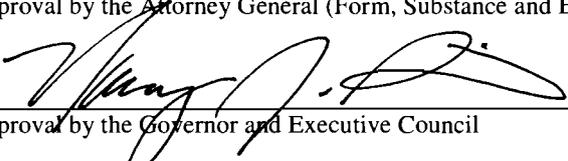


Subject: N.H. Association of Broadcasters NCSA Agreement FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |  |  |   |
|---|--|--|---|
| 1.1 State Agency Name<br><u>NH Dept. of Safety, Div. of Homeland Sec./Emergency Mgt.</u>  |  | 1.2 State Agency Address<br><u>33 Hazen Drive</u>  |   |
| 1.3 Contractor Name<br><u>N.H. Assn. of Broadcasters, (Vendor Code #154938-B001)</u>  |  | 1.4 Contractor Address<br><u>707 Chestnut St., Manchester, NH 03104</u>                                      |   |
| 1.5 Contractor Phone Number<br><u>603-627-9600</u>  | 1.6 Account Number<br><u>See Exhibit B, page 6</u> | 1.7 Completion Date<br><u>March 31, 2014</u>   | 1.8 Price Limitation<br><u>\$66,000</u> |
| 1.9 Contracting Officer for State Agency<br><u>James C. Van Dongen</u>  |  | 1.10 State Agency Telephone Number<br><u>603-271-2231</u>  |   |
| 1.11 Contractor Signature<br>  |  | 1.12 Name and Title of Contractor Signatory<br><u>Jordan Walton, Vice President &amp; Executive Director</u> |   |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u><br>On <u>4/26/2013</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<br><u>Anne Shea</u><br>[Seal]   |  |                          |   |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><u>Anne Shea</u>   |  |  |   |
| 1.14 State Agency Signature<br><u>Steve Kainer, Administrator</u><br>FOR:   |  | 1.15 Name and Title of State Agency Signatory<br><u>John T. Beardmore, Director of Administration</u>        |   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____  |  |  |   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By:  On: <u>7/16/2013</u>   |  |  |   |
| 1.18 Approval by the Governor and Executive Council<br>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 AW  
Date 04/26/13

**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 AW  
Date 4/26/13

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

### Scope of Services

The contractor agrees to perform the following general services:

1. To coordinate the establishment of a formal group of at least 33 radio and television stations in New Hampshire to air Non-Commercial Sustaining Announcement (NCSA) spots on emergency management related issues, as decided by the Department of Safety, Division of Homeland Security and Emergency Management (DOS/HSEM).
2. To administer said group in terms of supplying to the group all materials needed for air play.
3. To assist the DOS/HSEM in writing copy for reading of radio and television NCSA spots.
4. To produce radio and television NCSA spots as specified by DOS/HSEM. Production costs (for no more than six radio NCSA spots) will total no more than \$8,000.
5. To itemize any production costs agreed to by DOS/HSEM beyond those costs historically incurred.
6. To duplicate as necessary the materials needed for stations.
7. To provide DOS/HSEM with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.
8. To provide airtime 4.0 times the broadcast value of this contract (airtime only) \$58,000 (value \$232,000) for radio and television NCSA spots on New Hampshire stations as directed by DOS/HSEM.
9. Based on Federal Communications Commission licenses, stations reserve the right to accept or refuse any and all radio spots.

Contractor Initials AW  
Date 4/22/13

**Exhibit B**

Payment Schedule

The following payment schedule will be in effect:

Payment of \$66,000 for radio/television airtime and production costs for NCSAs will be made on the following schedule upon receipt of itemized invoices:

|            |                    |   |                           |
|------------|--------------------|---|---------------------------|
| Payment #1 | August 15, 2013    | - | \$ 8,000 production costs |
| Payment #2 | September 16, 2013 | - | \$19,000 airtime costs    |
| Payment #3 | October 15, 2013   | - | \$19,000 airtime costs    |
| Payment #4 | November 15, 2013  | - | \$20,000 airtime costs    |

Account Number: 010-023-27400000-500247

Contractor Initials JW  
Date 4/26/13

**Exhibit C**

Special Provisions

It is agreed that the Contractor will meet as needed with DOS/HSEM to ensure proper implementation of the terms of this contract.

Contractor Initials AW  
Date 4/24/13





NEW HAMPSHIRE ASSOCIATION OF BROADCASTERS

707 Chestnut Street, Manchester, NH 03104  
603 627-9600 • FAX 603 627-9603 • www.nhab.org

July 10, 2013

The Board of Directors of the New Hampshire Association of Broadcasters voted unanimously on April 22, 2013 to authorize Jordan Walton, Executive Director, to enter into contracts with various New Hampshire State Agencies, including the New Hampshire Department of Safety and the New Hampshire Office of Emergency Management. This authority is valid until April 21, 2014. The purpose of these contracts would be for the Association to provide Radio and/or TV NCSA announcements to said agencies.

This authority continues in effect until the contract with the New Hampshire Department of Safety, Division of Homeland Security and Emergency Management is fully executed.

The New Hampshire Association of Broadcasters is a New Hampshire not for profit corporation, having its principal place of business at 707 Chestnut St., Manchester, NH 03104.

The Officers of the New Hampshire Association of Broadcasters are as follows:

|            |  |
|------------|--|
| Chair      | Bob Cox, Saga Communications, 69 Stanhope Ave, Keene NH 03431      |
| Exec Dir.  | Jordan Walton, NHAB, 707 Chestnut St., Manchester, NH 03104        |
| Vice Chair | Gerry McGavick, WBIN-TV, 11 A Street, Derry, NH 03038              |
| Treasurer  | Peter DeTone, Great Eastern Radio, 501 South Street, Bow, NH 03304 |

Bob Cox

Bob Cox  
Chairman

State of New Hampshire  
Hillsborough County

The following was acknowledged by me on this July 10, 2013

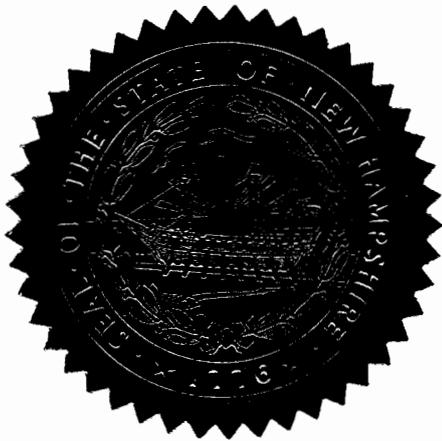




# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE ASSOCIATION OF BROADCASTERS, INC. is a New Hampshire nonprofit corporation formed November 30, 1954. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25<sup>th</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/11/2013

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

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

|  |  |  |                     |
|--|--|--|---------------------|
| <b>PRODUCER</b><br>FIAI/Cross Ins-Manchester<br>1100 Elm Street<br><br>Manchester NH 03101 |  | <b>CONTACT NAME:</b> Karen Shaughnessy<br><b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331<br><b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com |                     |
|  |  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                     |
|  |  | <b>INSURER A</b> Merchants Mutual Ins Co   | <b>NAIC #</b> 23329 |
| <b>INSURED</b>   |  | <b>INSURER B</b> Hanover Insurance Group   |                     |
| M5 MARKETING COMMUNICATIONS  |  | <b>INSURER C:</b>  |                     |
| 707 CHESTNUT STREET  |  | <b>INSURER D:</b>  |                     |
| MANCHESTER NH 03104-3010   |  | <b>INSURER E:</b>  |                     |
|  |  | <b>INSURER F:</b>  |                     |

**COVERAGES**      **CERTIFICATE NUMBER:** CL1371188951      **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <b>GENERAL LIABILITY</b>  |           |          | BOPI058071    | 6/1/2013                | 6/1/2014                | EACH OCCURRENCE \$ 2,000,000                         |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            |           |          |               |                         |                         | MED EXP (Any one person) \$ 15,000                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$                             |
|          | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | GENERAL AGGREGATE \$ 4,000,000                       |
|          | <b>AUTOMOBILE LIABILITY</b>   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 4,000,000                  |
|          | <input type="checkbox"/> ANY AUTO   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$               |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per person) \$                        |
|          | <input type="checkbox"/> HIRED AUTOS  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                      |
|          | <input type="checkbox"/> SCHEDULED AUTOS  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|          | <input type="checkbox"/> NON-OWNED AUTOS  |           |          |               |                         |                         | \$   |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>  |           |          | CUP9143799    | 6/1/2013                | 6/1/2014                | EACH OCCURRENCE \$ 1,000,000                         |
|          | <input type="checkbox"/> OCCUR  |           |          |               |                         |                         | AGGREGATE \$ 1,000,000                               |
|          | <input type="checkbox"/> EXCESS LIAB  |           |          |               |                         |                         | \$   |
|          | <input type="checkbox"/> CLAIMS-MADE  |           |          |               |                         |                         |  |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                      |           |          |               |                         |                         |  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |           |          | WCAQ042275    | 6/1/2013                | 6/1/2014                | WC STATUTORY LIMITS                                  |
|          | <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)      |           |          |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                      |
|          | <input type="checkbox"/> Y/N  |           | N/A      |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000              |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000             |
| B        | <b>Professional Liability</b>   |           |          | LHN9619220    | 7/19/2012               | 7/19/2013               | Errors & Omissions \$1,000,000                       |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

Bedford Granite Group Inc. employees and New Hampshire Association of Broadcasters while working on behalf of NHAM

**CERTIFICATE HOLDER**

NH Office of Emergency & Homeland Security  
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**

Karen Shaughnessy/KS5 *Karen Shaughnessy*

ACORD 25 (2010/05)

INS025 (201005) 01

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**CHAPTER 21-P**  
**DEPARTMENT OF SAFETY**

**Homeland Security and Emergency Management**

**Section 21-P:37**

**21-P:37 Emergency Management Powers Conferred.** – The director shall have general direction and control of the division of homeland security and emergency management, and shall be responsible for the carrying out of the provisions of this subdivision. In the event of disaster beyond local control, the governor may assume direct operational control over all or any part of the emergency management functions within the state. In performing the director's duties under this subdivision and to effect its policy and purposes, the director is authorized to cooperate with the federal government, with other states, and with private agencies in all matters pertaining to the emergency management of this state and of the nation, and is further authorized and empowered:

**I.** To prepare a comprehensive plan and program for the emergency management of this state, such plan and program to be integrated into and coordinated with the emergency management plans of the federal government and of other states to the greatest possible extent, and to coordinate the preparation of plans and programs for emergency management by the political subdivisions of this state and private agencies, such plans to be integrated into and coordinated with the emergency management plan and program of this state to the greatest possible extent.

**II.** In accordance with such plan and program for the emergency management of this state, to procure supplies and equipment, to institute training programs and **public information programs**, and to take other necessary preparatory steps to insure the furnishing of adequately trained and equipped forces of emergency management personnel in time of need.

**III.** To make such studies and surveys of industries, transportation, communication, housing and medical facilities, and resources, including but not limited to food, petroleum, and housing, and other facilities in the state as may be necessary to ascertain the capabilities of the state for emergency management, and to plan for their most efficient emergency use.

**IV.** On behalf of the state and subject to the approval of the governor, to coordinate mutual aid plans between or among political subdivisions of the state.

**V.** [Repealed.]

[Paragraph VI effective until January 1, 2012; see also paragraph VI set out below.]

**VI.** To prepare a comprehensive plan and program for the evacuation of hearing ear dogs, guide dogs, search and rescue dogs, and other service animals, as defined in RSA 167-D.

[Paragraph VI effective January 1, 2012; see also paragraph VI set out above.]

**VI.** To prepare a comprehensive plan and program for the evacuation of search and rescue dogs and service animals, as defined in RSA 167-D.

**Source.** 2002, 257:7, eff. July 1, 2002. 2003, 319:108, 131, III, eff. Sept. 4, 2003. 2004, 171:5, eff. July 24, 2004. 2006, 230:1, eff. July 31, 2006. 2008, 361:15, eff. July 11, 2008. 2011, 170:3, eff. Jan. 1, 2012.

