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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

February 13, 2014

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

Requested Action

Pursuant to RSA 263:34-b, authorize the Department of Safety (DOS), Division of Motor Vehicles, to enter into an agreement with the Motorcycle Safety Foundation (MSF) (VC# 170324-B001), 2 Jenner Street, Irvine, California 92618-3806, for an amount not to exceed \$29,215.00 to provide liability insurance and training materials for the Motorcycle Rider Education Program and to accept the terms and conditions of the MSF Rider Education Recognition Program Agreement. The contract will be effective upon Governor and Executive Council approval through December 15, 2014. Funding Source: 100% Agency Income.

Funds are available in the SFY2014 and SFY2015 operating budgets with the ability to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233010-82000000		Dept. of Safety – Division of Motor Vehicles – Motorcycle Rider Education Program		
		<u>SFY14</u>	<u>SFY15</u>	<u>TOTAL</u>
020-500250	Current Expense, Insurance & Bond Premium	\$11,912.80	\$11,912.80	\$23,825.60
020-500200	Supplies	\$ 2,694.35	\$ 2,694.35	<u>\$ 5,388.70</u>
				\$29,214.30

Explanation

The Motorcycle Safety Foundation is a nationally recognized non-profit, national association with a standardized program developed to educate motorcycle riders, incorporating both classroom and riding exercise skills and evaluations, in the Basic Rider Course (BRC) and Basic Rider Course 2 (BRC2), under the terms and conditions of the MSF Rider Education Recognition Program Agreement. MSF also provides classroom materials including student workbooks and other supplies and forms to comply with the requirements of the MSF Rider Education Recognition Program Agreement.

FIAI, Inc. was the State's producer in this insurance purchase in accordance with its contract with the State for Producer Services for Property and Casualty Insurance in effect from July 1, 2013 through June 30, 2015. Grady Crews, the account executive from FIAI, Inc., and Sarah Tilton, the State's Risk Manager discussed the Motorcycle Rider Education Program liability insurance requirements. The Department of Safety, Division of Motor Vehicles indicated to the Risk Management Unit that the Department was interested in securing the same coverage terms and conditions as the previous term.

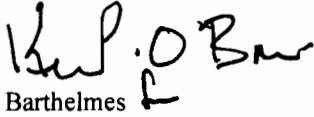
In order to secure coverage for the 2014 training season, Mr. Crews marketed the account. FIAI received two quotes, including one from the incumbent, MSF. MSF's bid offers an annual premium of \$23,825.60 and a \$5,388.70 cost for classroom supplies. The insurance premium is based on 310 BRC and BRC2 classes, 3,600 BRC students and 120 BRC2 students. There is a \$1,593.40 premium increase. Several factors contributed to the premium increase. The primary influence is "hardening of the market", meaning insurance premiums rise and limits and coverage terms and conditions tighten due to historical market wide underwriting losses. (See also attached Kiplinger Letter) Market conditions coupled with claims experience impacted the State's premium and resulted in the increase.

Her Excellency, Governor Margaret Wood Hassan
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February 13, 2014
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Mr. Crews recommends securing insurance coverage with the Motorcycle Safety Foundation. He notes that the Motorcycle Safety Foundation is a unique program that specifically meets the needs of the DOS Motorcycle Rider Education Program. The Risk Management Unit concurs with Mr. Crews' recommendation.

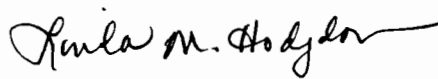
The training season is from April 1 through October 31, 2014, contingent upon weather conditions. Approval of this contract will accept the terms and conditions of the MSF Rider Education Recognition Program Agreement, provide liability insurance coverage for all students and instructors at the Motorcycle Rider Education Program training facilities and provide the necessary classroom supplies and materials for the 2014 training season. This policy serves the statewide geographic area.

Respectfully submitted,

Handwritten signature of John J. Barthelmes in black ink.

John J. Barthelmes
Commissioner of Safety

Concurred,

Handwritten signature of Linda M. Hodgdon in black ink.

Linda M. Hodgdon
Commissioner of Administrative Services

The Kiplinger Letter

FORECASTS FOR MANAGEMENT DECISIONMAKING

1100 13th Street NW, Washington, DC 20005 • kiplinger.com • Vol. 90, No. 12

Dear Client:

Washington, March 22, 2013

Whatever its causes...

Erratic weather poses a mounting threat to the economy. In 2012 alone...a \$100-billion hit from the combination of storms, droughts and fires. And the forecast won't brighten anytime soon.

WEATHER WOES

The major hazards: Protracted heat waves, along with the myriad problems they bring. Extreme heat increasingly means extreme drought... such as last year's, which affected 80% of farmland and led to the third-worst wildfire season on record. Only 2006 and 2007 saw more acres of forest burn.

Rising floodwaters. Recent hurricanes and shifting rainfall patterns are prompting revisions to floodplain maps nationwide. Many communities along rivers, the Gulf Coast and the Eastern Seaboard will find themselves newly designated as at risk.

And worsening storm damage. Last year, thunderstorm-related losses came in at \$15 billion... the second-costliest year on record, despite a drop in tornado activity. As population density increases, just a few bad storms can pack an outside punch.

Adapting to the risk of harsher weather conditions won't be easy...or cheap.

Flood insurance is certain to cost more. Uncle Sam...the only major provider of flood policies...is starting to charge premiums based on a given property's risk rather than the subsidized rates property owners have benefited from for decades. Some owners of coastal real estate will have to make a choice between costly upgrades and big premium hikes. Folks farther inland may have to insure for the first time.

Farmers will invest in measures that protect against both drought and floods: Reduced-tillage planting schemes. The use of cover crops, such as clover and grasses, to nourish soil during winter. And low-flow irrigation systems to minimize evaporation.

Plus better forest management...clearing brush, culling diseased trees and building firebreaks to limit the damage from a growing number of wildfires.

Although the government regards severe weather with growing concern... even creating a full-time post on the National Security Council to monitor it...

Uncle Sam will have only limited ability to lend aid to affected communities. The budget sequester alone will trim almost \$1 billion this year from the relief fund that the Federal Emergency Management Agency uses to respond to catastrophes. The U.S. Forest Service will thin 200,000 fewer acres of fire-prone woodlands. And \$8.7 billion in annual crop insurance costs will dog budgets for years to come.

So state and local governments can expect to shoulder more of the burden when bad weather strikes, and taxpayers will pay for it. Government at every level will play a role in curbing risk...toughening building codes, buying at-risk properties, updating maps...helping to temper the worst effects of an increasingly volatile climate.

ECONOMIC FORECASTS

GDP growth



Though slow in early '13, around 1.75% for the year

Interest rates



Little change through mid-'13. 10-year T-notes at year-end, 2.25%

Inflation



Rising slightly this year, to about 2.3%

Unemployment



Falling gradually over '13, to around 7.5%

Crude oil



Trading from \$95 to \$100/bbl. by Memorial Day

Business spending growth



Strengthening in second half; still under '13 pace

Complete economic outlook at
kiplinger.com/outlooks

MARKETING RESULTS

FIAI, Inc conducted marketing for the Motorcycle Safety Foundation - Rider Education Program insurance purchase in accordance with its contract with the State for Producer Services for Property and Casualty Insurance. Grady Crews, the Account Executive from FIAI, Inc made inquiries to specific insurance markets about the program and was only able to identify two markets willing to provide quote options.

Market Approached	RESULTS
Motorcycle Safety Foundation (MSF)	\$29,214.30
US Insurance / Philadelphia	\$32,347.70

Estimated 2014 number of students	3600 BRC 120 ERC
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Subject	MSF	US-Insurance / Philadelphia
Liability: \$1,000,000 / \$2,000,000		\$21,335
Liability: \$2,000,000 / \$2,000,000	\$23,825.60	
Educators Professional	Included	2,838
Medical Payments \$10,000	Included	Included
Total- including terrorism	\$22,232.20	\$24,173
Terrorism – will be declined		-\$49
SubTotal	\$23,825.60	\$24,124
Umbrella - \$1,000,000 / \$1,000,000		\$2,835
Classroom Supplies provided by MSF	\$5,388.70	\$5,388.70
Total cost	\$29,214.30	\$32,347.70
Audit	Quarterly Reporting Form, audit not needed	Audit at policy expiration
Billing Options	Deposit & quarterly invoices based on reporting form	Pay in full at inception, premium adjusted at audit

Optional Coverage	MSF	Philadelphia
Inland Marine – motorcycle physical damage	\$.74 per student <350cc \$.88 per student >350cc	\$7,162 \$250 deductible

Mr. Crews recommends the State of New Hampshire consider purchasing motorcycle physical damage as outlined above as they have no means to handle a physical damage loss within their budget process.

Mr. Crews recommends securing insurance coverage with Motorcycle Safety Foundation (MSF) because they presented the most competitive and comprehensive terms in comparison to the other market approached. The Risk Management Unit agrees with Mr. Crews' recommendation.



December 12, 2013

To: MSF *RiderCourse* Insurance Plan Participants

From: Laurie Longville, Senior Coordinator

A handwritten signature in black ink, appearing to be "L. Longville", is written over the "From:" line.

Subject: 2014 *RiderCourse* Insurance Plan

Thank each of you for your continuing relationship with MSF. Following is information on the 2014 insurance coverage.

RERP sponsors who had coverage under this program in 2013 are automatically renewed with an effective date of December 15, 2013. Your continuing coverage is contingent upon returning the 2014 *RiderCourse* Insurance Plan Agreement that is currently being revised to reflect the 2014 rates and will be sent to you in February 2014.

2014 *RiderCourse*® Insurance Plan Rates

The rates listed below are for the following curriculum offerings:
BRC, SBRC, and 3WBRC *RiderCourses*.

Per Class Rate	\$1.04
Per Student Rate	\$6.32

The rates listed below are for the following curriculum offerings:
BRC2, RRBRC, BBBRC, UBBRC, IME, IS, and ARC *RiderCourses*.

Per Class Rate	\$1.04
Per Student Rate	\$6.26

Optional Loss/Physical Damage Plan:

If 350 cc or under (per student)	\$0.74
If over 350cc (per student)	\$0.88

- The per class fee is for medical coverage for the RiderCoaches/Range aides

NEW FOR 2014 - You will be receiving an email(s) titled Verification of Insurance Coverage from BB & T Insurance Services- the Brokers office with your insurance certificate(s) for 2014.

If you have any questions regarding the MSF insurance policy, please contact myself at MSF email: llongville@msf-usa.org or 949.727.3227 ext. 3002.

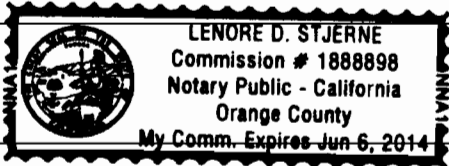
Subject: Motorcycle Rider Education Program Liability Insurance & supplies **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Safety</u>		1.2 State Agency Address <u>33 Hazen Drive, Concord, NH 03305</u>	
1.3 Contractor Name <u>Motorcycle Safety Foundation</u>		1.4 Contractor Address <u>2 Jenner, Suite 150, Irvine, California 92618-3806</u>	
1.5 Contractor Phone Number <u>949-252-4511</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>December 15, 2014</u>	1.8 Price Limitation <u>not to exceed \$29,214.30</u>
1.9 Contracting Officer for State Agency <u>Elizabeth Bielecki</u>		1.10 State Agency Telephone Number <u>603-227-4050</u>	
1.11 Contractor Signature <u><i>Tim Buche</i></u>		1.12 Name and Title of Contractor Signatory <u>Tim Buche, President</u>	
1.13 Acknowledgement: State of <u>CALIFORNIA</u> , County of <u>ORANGE</u> On <u>FEBRUARY 12, 2014</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 <u><i>Lenore D. Stjerne</i></u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>LENORE D. STJERNE, NOTARY PUBLIC</u>			
1.14 State Agency Signature <u><i>[Signature]</i></u>		1.15 Name and Title of State Agency Signatory <u>Director of Administration</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u><i>[Signature]</i></u> On: <u>2/25/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

Exhibit A

Motorcycle Rider Education Program Motorcycle Safety Foundation Liability Insurance & Course Materials

Scope of Services

The Motorcycle Safety Foundation (MSF), 2 Jenner, Suite 150, Irvine, California, 92618-3806, (VC# 170324-B001) shall provide liability insurance through an authorized agent, and classroom books, materials and supplies, for the Department of Safety, Division of Motor Vehicles, Motorcycle Rider Education Program (MREP).

1. Liability insurance shall be provided through an authorized agent, BB&T Insurance Services, or other approved agent licensed to transact business in the State of New Hampshire, for the MREP 2014 season.
 - 1.1. Liability insurance shall be provided as described in the MSF proposal.
 - 1.2. Liability insurance shall be provided at the (3) Concord, Laconia, Whitefield, North Haverhill, Durham, Hooksett, Keene, Londonderry and Nashua training sites. Any additional training sites added during the term of the agreement shall be provided to the MSF.
2. Classroom books, materials and supplies shall be ordered as required by the MREP, throughout the 2014 training season.
3. This agreement shall be effective upon its approval by the New Hampshire Governor and Executive Council through December 15, 2014.
4. The contact person for the MSF is Laurie Longville or her designee, telephone # 949-727-3227 ext. 3002, or llongville@msf-usa.org
5. The contact person for BB&T Insurance Services is Sanjay Mehta or his designee, telephone 714-578-7247
6. The contact person for the MREP program is Lawrence Crowe or his designee, telephone # 603-227-4025, or lawrence.crowe@dos.nh.gov .

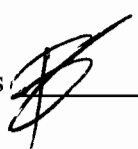
Date 2.12.14 Initials 

Exhibit B

Motorcycle Rider Education Program Motorcycle Safety Foundation Liability Insurance & Course Materials

Payment Schedule

The payment schedule for transfer of funds from the Department of Safety to the Motorcycle Safety Foundation, 2 Jenner, Suite 150, Irvine, California, 92618-3806 is contingent upon approval of this agreement by the New Hampshire Governor and Executive Council and the following.

1. Liability insurance payments shall be made on a quarterly basis, based on the number of classes presented by the MREP and number of students trained, upon receipt of invoices by the MREP program from the MSF.
2. Classroom books, supplies and materials payments shall be made on invoices from the MSF for orders received, by the MREP
3. Payments shall be made to the MSF as follows:

3.1. Liability Insurance payments

Per class cost and per student cost for the Basic RiderCourse (BRC)
and Basic RiderCourse 2 (BRC2).

	Each	Estimated 2014	Total
Per class cost BRC	\$1.04	300	\$ 312.00
Per class cost BRC2	\$1.04	10	\$ 10.40
Per student cost BRC	\$6.32	3,600	\$22,752.00
Per student cost BRC2	\$6.26	120	\$ <u>751.20</u>

023-23-23-8200-020-500250 \$23,825.60

3.2. Classroom supplies

BRC workbooks	\$ 1.60	2,500	\$ 4,000.00
RC Guide	\$50.00	12	\$ 600.00
Stop watch	\$29.58	10	\$ 259.80
BRC range cards	\$17.00	2	\$ 34.00
BRC2 range cards	\$24.95	2	\$ 49.90
Training DVD	\$40.00	10	\$ 400.00
Whistle	\$ 3.00	15	\$ 45.00

023-23-23-8200-020-500200 \$ 5,388.70

4. Total Agreement not to exceed. \$29,214.30

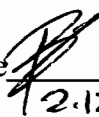
Date  2.12.14 Initials 

Exhibit C

Motorcycle Rider Education Program
Motorcycle Safety Foundation
Liability Insurance & Course Materials

Special Provisions

There are no special provisions.

Date 2.12.14 Initials 

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 Motorcycle Safety Foundation, Inc. a(n) District of Columbia corporation, is authorized to transact business in New Hampshire and qualified on October 23, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of February, A.D. 2014

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State



February 12, 2014

To Whom it May Concern:

The authority granted to Tim Buche as president in the Motorcycle Safety Foundation Resolution dated September 19, 1996, is still in full force today and was in full force on February 12, 2014 giving Tim Buche full authorization to sign off on agreements and to give other authorized individuals authorization to enter into agreements on behalf of the Motorcycle Safety Foundation.

Sincerely,

A handwritten signature in black ink, appearing to read "RB", is positioned above the printed name of the signatory.

Russ Brennan
Board of Trustee
Motorcycle Safety Foundation

September 19, 1996

MOTORCYCLE SAFETY FOUNDATION

RESOLUTION

WHEREAS, the president of the Foundation, Mr. Alan Isley, has given notice of his intent to retire from his employment at the Motorcycle Industry Council, and

WHEREAS, the Foundation has a contract with the Motorcycle Industry Council for the services of a shared-time president, and the Motorcycle Industry Council has, after a careful executive search and selection process, employed Mr. Tim Buche as president, it is hereby

RESOLVED, that the Motorcycle Safety Foundation Board of Trustees elect Tim Buche as president to serve under the existing contract with the Motorcycle Industry Council.

☒ Agree

☐ Disagree

☐ Abstain

Trustee Signature

Date:

Member Company

RESOLUTION

WHEREAS, the Motorcycle Safety Foundation, Inc. member dues are collected periodically in advance of actual expenditures, and,

WHEREAS, it is the intent of the Board of Trustees to maximize the earning potential of the corporation consistent with a conservative investment policy and efficient administration, it is hereby

RESOLVED to authorize Tim Buche, President; Roger Hagle, Secretary/Treasurer, and Carol A. Kington, Vice President, Administration to sign documents in the form prescribed by Banks and/or Savings and Loan companies to open operating accounts, money market accounts, certificates of deposit and/or other short term investment accounts, so long as these institutions are insured by the FDIC or FSLIC. In addition, Thomas S. Yager, Vice President, Safety Programs and Laurie Longville, Program Administrator are authorized as additional second signers on any bank accounts opened.

By this resolution the Secretary is authorized to sign resolutions as printed on the Individual standard forms to open such accounts in the wording specified by each Bank or Savings and Loan company.

☒ Agree

☐ Disagree

☐ Abstain

Trustee Signature

Date:

Member Company

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of ORANGE

Subscribed and sworn to (or affirmed) before me on this

12TH day of FEBRUARY, 2014, by
Date Month Year

(1) RUSS BRENNAN,
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) ~~X~~

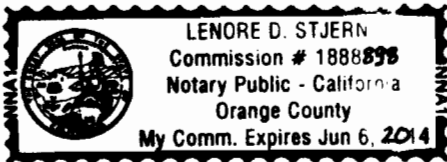
(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: AUTHORIZATION - Tim BUCHE

Document Date: 2-12-14 Number of Pages: 1

Signer(s) Other Than Named Above:

RIGHT THUMBPRINT
OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2
Top of thumb here

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2013

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).

PRODUCER BB&T Insurance Services of Orange County 680 Langsdorf Drive Suite 100 Fullerton, CA 92831	CONTACT NAME: PHONE (A/C, No, Ext): 714 578-7000 FAX (A/C, No): E-MAIL ADDRESS: msuarez-zarate@bbandt.com														
INSURED Motorcycle Safety Foundation I 2 Jenner, Ste 150 Irvine, CA 92618	<table border="1"> <thead> <tr> <th data-bbox="812 441 1429 472">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 441 1565 472">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 472 1429 504">INSURER A : Federal Insurance Company</td> <td data-bbox="1429 472 1565 504">20281</td> </tr> <tr> <td data-bbox="812 504 1429 535">INSURER B : ACE American Insurance Company</td> <td data-bbox="1429 504 1565 535">22667</td> </tr> <tr> <td data-bbox="812 535 1429 567">INSURER C :</td> <td data-bbox="1429 535 1565 567"></td> </tr> <tr> <td data-bbox="812 567 1429 598">INSURER D :</td> <td data-bbox="1429 567 1565 598"></td> </tr> <tr> <td data-bbox="812 598 1429 630">INSURER E :</td> <td data-bbox="1429 598 1565 630"></td> </tr> <tr> <td data-bbox="812 630 1429 653">INSURER F :</td> <td data-bbox="1429 630 1565 653"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : ACE American Insurance Company	22667	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:25000 GEN'L AGGREGATE LIMIT APPLIES PER. ☐ POLICY ☐ PRO-JECT ☒ LOC		79497162	12/15/2013	12/15/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		79957094	12/15/2013	12/15/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident		PTPN04963106	12/15/2013	12/15/2014	AD&D Principal Sum 10K Medical 10K - Dental 1K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is an additional insured as respects to the General Liability coverage as required by written contract subject to policy terms, conditions and exclusions. Professional Liability for Instructors is Included.

CERTIFICATE HOLDER

CANCELLATION

State of NH Dept of Safety Division Of Motor Vehicles 33 Hazen Drive Concord, NH 03305	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 <i>Rogan Wilber</i>
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TITLE XXI

MOTOR VEHICLES

CHAPTER 263

DRIVERS' LICENSES

Motorcycle Rider Education Program

Section 263:34-b

263:34-b Motorcycle Rider Education Program. –

I. The director shall establish standards for and shall administer the motorcycle rider education program. The standards shall include, but not be limited to, standards for a nationally accepted and state-approved rider training course. The director may expand the program to include public awareness, alcohol and drug effects, driver improvement for motorcyclists, licensing improvement, program promotion, or other motorcycle safety programs.

II. The director shall appoint a program coordinator who shall oversee and direct the program by setting program and funding guidelines, and conduct an annual evaluation.

III. The director may also appoint one or more training specialists who shall assist in establishing rider training courses throughout the state, support and implement program and funding guidelines and supervise instructors and other personnel as necessary. The training specialist may be a trained chief instructor. Rider training courses shall meet minimum standards established by the director, designed to develop and instill the knowledge, attitudes, habits, and skills necessary for the safe operation of a motorcycle.

IV. Rider training courses shall be open to all residents of the state who either hold a current valid driver's license for any classification or who are eligible for a motorcycle learner's permit. The director may allow residents of other states who hold a current valid driver's license to take a rider training course only if an adequate number of rider training courses have been provided for New Hampshire residents.

V. An adequate number of rider training courses shall be provided to meet the reasonably anticipated needs of all persons in the state who are eligible and who desire to participate in the program. The division shall issue certificates of completion in the manner and form prescribed by the director to persons who satisfactorily complete the requirements of the course. Program delivery may be phased in over a reasonable period of time.

VI. The director may enter into contracts with either public or private institutions for technical assistance in conducting rider training courses, if the course is administered and taught by a trained motorcycle rider instructor as established in RSA 263:34-d. If necessary, an organization conducting a rider training course may charge a reasonable tuition fee. The director shall determine the largest tuition fee a private organization may charge.

Source. 1989, 331:1, eff. July 1, 1989. 2006, 174:1, eff. July 23, 2006. 2008, 282:11, eff. June 27, 2008. 2010, 368:26, eff. Dec. 31, 2010.