



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

March 7, 2016

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

REQUESTED ACTION

Authorize New Hampshire Employment Security (NHES) to enter into a one-year contract with the Rowley Agency, Concord, NH (Vendor #154464) in an amount not to exceed \$54,317 to purchase commercial property and general liability coverage effective April 1, 2016 through March 31, 2017. 100% Federal Funds.

Federal funds are available in the account for Fiscal Years 2016 and 2017 as follows contingent upon availability and continued appropriations with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

| DEPARTMENT OF EMPLOYMENT SECURITY | | <u>FY16</u> | <u>FY17</u> |
|--|-----------|-------------|-------------|
| 02-27-27-270010-8040 | NHES | | |
| 10-02700-80400000-020-500250 | Insurance | \$49,317 | \$5,000 |

EXPLANATION

NHES is requesting approval of the attached one year contract for commercial property and general liability insurance coverage for NHES property at seventeen (17) NHES locations statewide and any additional properties that may come under NHES control during the contract period. The Rowley Agency (Rowley) arranged for this insurance purchase in accordance with its contract with the State for Producer Services for Property and Casualty Insurance. The State's Risk Management Unit (RMU) coordinated with NHES to secure the same material coverage terms and conditions as in the previous policy year.

Rowley marketed this policy extensively and received responses from 4 insurance companies for the upcoming policy year. Cincinnati Insurance Company (Cincinnati) presented the most comprehensive terms and competitive premium of the companies approached. Cincinnati's quote of \$49,317 represents a \$10,559 decrease to the base annual premium offered by Hartford in the prior policy year. The quoted premium is void of agency fee or commission. The policy covers the agreed upon value of \$30,873,000 for scheduled buildings and \$8,347,067 in business personal property value as well as liability exposure in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate for potential claims NHES becomes legally liable to pay. The policy also provides business income

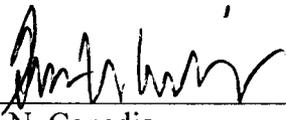
NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary aids and services are available upon request of individuals with disabilities

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/ TTY Access: Relay NH 1-800-735-2964 Web site: www.nhes.nh.gov

potential claims NHES becomes legally liable to pay. The policy also provides business income coverage, terrorism coverage, ordinance of law and boiler and machinery coverage. The total contract price of \$54,317 includes the premium quote of \$49,317 plus a contingency of \$5,000 to address potential fluctuations based on changes to building and/or contents ownership.

NHES respectfully recommends approval of the contract as submitted.

Respectfully submitted,



George N. Copadis
Commissioner
Department of
Employment Security

Concur,



Vicki V. Quiram
Commissioner
Department of
Administrative Services

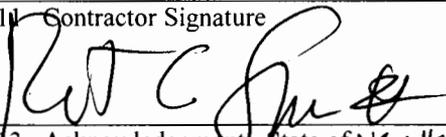
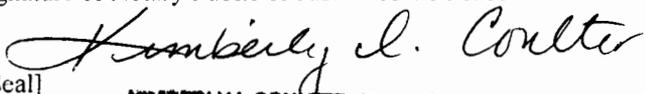
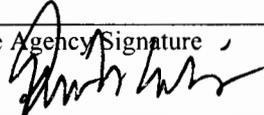
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|--|-----------------------------------|
| 1.1 State Agency Name NH Employment Security | | 1.2 State Agency Address 45 South Fruit St, Concord, NH 03301 | |
| 1.3 Contractor Name The Rowley Agency | | 1.4 Contractor Address 45 Constitution Avenue, Concord, NH 03301 | |
| 1.5 Contractor Phone Number 603-224-2562 | 1.6 Account Number 010-027-8040-020-0250 | 1.7 Completion Date March 31, 2017 | 1.8 Price Limitation \$ 54,317 |
| 1.9 Contracting Officer for State Agency George N. Copadis, Commissioner | | 1.10 State Agency Telephone Number 603-228-4000 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Robert C. Simpson, II, Vice President | |
| 1.13 Acknowledgement. State of New Hampshire County of Memmack On <u>March 3, 2016</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  [Seal] | | | |
| 1.13.2 Name and Title of Notary Public or Justice of the Peace KIMBERLY L. COULTER, Notary Public State of New Hampshire My Commission Expires September 16, 2020 | | | |
| 1.14 State Agency Signature  Date: <u>3/3/16</u> | | 1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner | |
| 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) (if applicable) By:  On: <u>3/4/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) 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, 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 1.18, 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 1.14 (“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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials RLS
Date 3/3/16

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

State of NH Marketing Results

For: State of NH Employment Securities
Policy Effective Date: 04/01/16-04/01/17

The Rowley Agency, Inc. has arranged for this insurance purchase in accordance with its contract with the State of NH for Producer Services. Robert Simpson, the Producer, has made inquiries to specific insurance markets about this program. The results of our marketing efforts are below.

| Market Approached | Results |
|-----------------------|-----------------------------------|
| Acadia | Declined – due to vacant building |
| CNA | Declined – due to vacant building |
| Cincinnati | Quote offered, \$49,317 |
| Hartford Insurance Co | Renewal quote offered, \$53,212 |

Our Recommendation/comments:

02/26/16

Cincinnati is offering a better premium but some of the coverages differ; they also offered us a 3 year policy (meaning guaranteeing the rate for 3 years on the package) as long as the vacant building is sold within the first year. I've included the coverage extensions given on both The Hartford and Cincinnati quotes as every Carrier has different extensions and supplemental coverage limits; some coverages given on the Hartford policy may be important to you and not offered by Cincinnati at all or at a lower or higher limit than you had. Please review these and let us know if there are any concerns. I noted a few key differences below. Please let us know if you have any further questions or concerns regarding these quotes.

Some key differences:

1. Hartford Sewer backup is included in the building limit where Cincinnati is limiting the coverage to \$10,000.
2. Ordinance of Law is at a 1 million limit for Coverage B&C with Hartford; Cincinnati has a \$150,000 limit for Coverages B&C

**Insurance Coverage for
New Hampshire Employment Security
Contract Agreement Between
New Hampshire Employment Security
and The Rowley Agency Inc.**

EXHIBIT A – Scope of Services

The Rowley Agency Inc., hereinafter called Contractor, agrees to provide general liability, property, business income, boiler and machinery and terrorism coverage for New Hampshire Employment Security from April 1, 2016 through March 31, 2017.

Coverage consists of (1) general liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for an annual premium of \$15,403; (2) real property insurance coverage for a total agreed upon building and contents limit of \$39,220,067 for an annual premium of \$27,954, with a \$2,500 deductible; (3) business income and extra expense coverage of \$55,556 on locations 1-14 per occurrence and 12-month aggregate for an annual premium of \$2,187; (4) boiler and machinery coverage, aka system breakdown coverage, with a limit of \$39,220,237 for an annual premium of \$3,040; and (5) Terrorism Risk Insurance Act (TIA) coverage with statutory limits for an annual premium of \$733.

The rates above are based upon current values and square footage provided by New Hampshire Employment Security at policy inception not withstanding any changes during the policy term that would adjust the underwritten exposure.

Contractor Initials ROC
Date 7/3/16

**Insurance Coverage for
The Department of Employment Security
Contract Agreement Between
The Department of Employment Security
and The Rowley Agency Inc.**

Exhibit B – Price and Method of Payment

The annual premium effective April 1, 2016 through March 31, 2017 is \$49,317 with an additional amount of \$5,000 in contingency funds to address the potential for changes in scheduled property or additional premium necessary for unoccupied buildings prior to sale.

The annual premium of \$49,317 is made up of \$27,954 for property, \$15,403 for general liability, \$2,187 for business income and extra expense, \$3,040 for system breakdown and \$733 for TRIA.

The premium payment of \$49,317 is due within thirty days from the date of contract approval by Governor and Council.

The appropriate account number for the P-37 form, section 1.6 is listed below:

10-027-80400000-020-500250

FY2016 \$ 49,317

FY2017 \$ 5,000 for contingency, only if needed for endorsements to the policy

100% Federal Funds

Contractor Initials LRCS
Date 2/3/16

**Insurance Coverage for
The Department of Employment Security
Contract Agreement between
The Department of Employment Security
and The Rowley Agency Inc.**

Exhibit C – Special Provisions

Form P-37, section 14 Insurance, is amended per the attached certificate of insurance from The Rowley Agency, Inc. to include the following coverage enhancements:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$10,000,000 per occurrence and in the aggregate
4. Workers compensation coverage with statutory limits and Employers' Liability with limits of \$500,000 per accident and \$500,000 policy limit
5. Professional liability insurance coverage with limits of \$10,000,000
6. Crime/Fidelity coverage with limits of \$500,000

Contractor Initials RCS
Date 2/3/16

THE ROWLEY AGENCY, INC.

**Action by Consent
of the Board of Directors**

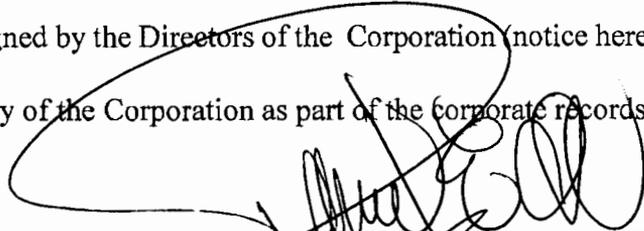
Pursuant to the provisions of New Hampshire RSA Chapter 293-A:8.21, **Daniel E. Church** and **Gary M. Stevens**, being all the Directors of **THE ROWLEY AGENCY, INC.** have taken the following action effective March 3, 2016, provided that this consent shall be filed with the Minutes of the Corporation:

RESOLVED: The Corporation does hereby desire and is hereby authorized to provide Property and Liability Insurance to the State of New Hampshire Employment Securities Department.

RESOLVED: That **Robert C. Simpson, II**, a Vice President of the Corporation, is hereby authorized and directed to reach agreement and execute, affix the corporate seal to and deliver any and all contracts and/or policies or documentation in relation thereto, on behalf of, and in the name of The Rowley Agency, Inc., the execution and deliver of which are required or appropriate to secure and finalize said Property and Liability Insurance to the State of New Hampshire Employment Securities Department.

No further action is taken by the Board of Directors.

Effective this 3rd day of March, 2016, the foregoing action by consent pursuant to RSA 293-A:8.21 is signed by the Directors of the Corporation (notice hereby being waived) and is filed with the Secretary of the Corporation as part of the corporate records.

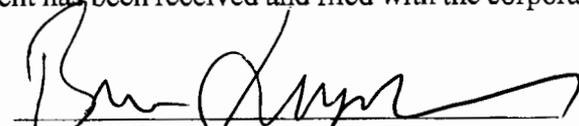


Daniel E. Church, Director



Gary M. Stevens, Director

The foregoing action by consent has been received and filed with the corporation records of **THE ROWLEY AGENCY, INC.**



Bruce H. Langley, Assistant Secretary

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 THE ROWLEY AGENCY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 7, 1966. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of March, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2016

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

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 THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511 | CONTACT NAME: Peggy Johnson | |
| | PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 | |
| INSURED The Rowley Agency Inc 139 Loudon Road P.O. Box 511 Concord NH 03302-0511 | E-MAIL ADDRESS: pjohnson@rowleyagency.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Continental Western Insurance | |
| | INSURER B: Acadia Insurance Company | |
| | INSURER C: MEMIC Indemnity Company | 11030 |
| | INSURER D: Travelers Cas & Surety Co of Am | |
| | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|-------------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | CPA003817928 | 2/1/2016 | 2/1/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | | CAA003817528 | 2/1/2016 | 2/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | | CUA003818328 | 2/1/2016 | 2/1/2017 | EACH OCCURRENCE \$ 10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ 10,000,000 |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 3102802541 3A States: NH, ME, VT | 2/1/2016 | 2/1/2017 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | N/A | | | | E.L EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L DISEASE - POLICY LIMIT \$ 500,000 |
| D | Employee Dishonesty | | | 105882645 | 2/1/2016 | 2/1/2019 | \$500,000 |

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

| | |
|---|---|
| CERTIFICATE HOLDER State of NH Department of Administrative Services Risk Management Unit 25 Capitol Street Concord, NH 03301 | 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 Peggy Johnson/PAJ <i>Peggy A Johnson</i> |

WESTPORT INSURANCE CORPORATION

**CERTIFICATE OF INSURANCE
(Claims First Made)**

Issue Date: 1/19/2016

Certificate Holder:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
25 CAPITOL STREET
CONCORD, NH 03301

This is to certify that the Named Insured is covered by the insurance policy described below issued by Westport Insurance Corporation of Overland Park, Kansas. Coverage afforded the Named Insured is subject to all terms, exclusions, limitations and conditions of such policy. Limits shown may have been reduced by paid claims. This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE: Insurance Agents Errors & Omissions Liability

POLICY NUMBER: WED4NH005998210

NAMED INSURED: THE ROWLEY AGENCY, INC.

OTHER INSUREDS AS DEFINED IN POLICY:

CLAIMS EXPENSES ARE IN ADDITION TO THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

CLAIMS EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY FOR THE COVERAGES PROVIDED BY THE ABOVE POLICY NUMBER

Limits of Liability: \$25,000,000 Per Claim
\$25,000,000 Aggregate for the Policy Period

Sublimit of Liability for BREACH OF PERSONAL DATA: NO COVERAGE Per Claim
NO COVERAGE Aggregate for the Policy Period

Deductible: \$ 25,000 Per Claim
\$ 75,000 Aggregate for the Policy Period

Retroactive Date: Full Prior Acts

EFFECTIVE DATE: FROM: February 01, 2016 TO: February 01, 2017

By the issuance of this Certificate, Westport Insurance Corporation assumes no obligation to provide notice of change in or cancellation of the policy.

WESTPORT INSURANCE CORPORATION



Authorized Representative