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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

August 11, 2017

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

### Requested Action

Pursuant to RSA 21-P:37, II, authorize the Department of Safety, Division of Homeland Security and Emergency Management (HSEM), to enter into a contract with iHeartMedia Entertainment, Inc. (VC# 174906-R002), 200 East Basse Rd., San Antonio, Texas for radio advertisements on emergency management and preparedness for an amount of \$35,857.00. Effective upon Governor and Council approval through June 30, 2018. Funding Source: 40% Private and Local Funds/ 32% Federal Funds/ 28% General Funds.

Funding is available in the SFY2018 operating budget as follows:

02-23-23-236010-27400000 Dept. of Safety – Homeland Sec-Emer. Mgmt. – Emergency Mgmt. Admin	<u>SFY2018</u>
020-500247 Current Expenses – Advertising and Publication	\$35,857.00
Activity Code: 2360	

### Explanation

This contract will provide for radio advertisements to be aired over FM radio stations WGIR, WHEB, and WERZ for the purpose of increasing public awareness of emergency preparedness for natural and manmade hazards and stimulating preparedness measures for communities in order to provide NH residents with critical information on protecting themselves and their families during disasters. Radio spots provided by this contract will help increase the involvement of and interaction between local governments, the private sector, residential communities, school systems, and populations with special needs, such as the elderly and handicapped. The messages aired will provide information on winter storm preparedness, hurricanes, earthquakes, flooding, ice jams, hazardous materials spills, and other topics as deemed necessary. These messages will also contain information on the availability of a toll-free information line. This contract will provide additional spots within 24 hours of request on 28 days of the contract to be used at the discretion of HSEM.

iHeartMedia has the capacity to reach over 90% of the population in the state through the three stations mentioned above. iHeartMedia has guaranteed a minimum of 1,086 spots with a total of 4,245,000 impressions of the ads throughout the State of New Hampshire.

A Request for Proposals (RFP) was posted on the State's Administrative Services website from July 13, 2017 through July 28, 2017. A total of three proposals were received from iHeartMedia, Townsquare Media, and New Hampshire Association of Broadcasters, with iHeartMedia submitting the lowest cost.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner

## RFP DOS2017-09 Bid Summary

**Program Name:** FM Radio Commercials to Promote Individual Preparedness and Public Safety

### RFP Score Summary

RFP Criteria	Max Pts.	iHeartMedia	NH Association of Broadcasters	Townsquare Media
Organization's Capacity	30	29.3	6.6	26.6
Plan of Operation	30	26.6	6.6	21.6
Budget and Justification	35	33.3	31.6	28.3
Format	5	5	5	4.6
<b>Total</b>	<b>100</b>	<b>94.2</b>	<b>49.8</b>	<b>81.1</b>
<b>BUDGET REQUEST</b>		<b>\$35,857</b>	<b>\$36,000</b>	<b>\$36,000</b>

### Definitions and Scoring Criteria

<b>Organization's Capacity:</b> The general suitability of the organization to carry out the stated goals, in this case to promote safety messages on the radio.
<b>Plan of Operation:</b> The organization can provide the deliverables as described in the RFP.
<b>Budget and Justification:</b> The budget seems appropriate for what is promised to be delivered and enough detail is provided to know how the money is spent.
<b>Format:</b> The organization followed the format requirements.

### Scoring Committee

<b>Michael Todd, Department of Safety Public Information Officer</b>	<b>Has worked in the DOS for 3 years. Oversees DOS divisions' Public Information Officers and acts as the spokesperson for the Department.</b>
<b>Alexander Marinaccio, Homeland Security and Emergency Management Field Representative II</b>	<b>Has worked at HSEM for 2 years with experience in advertisements and media in the Public Information Office.</b>
<b>Anna Swenson, Homeland Security and Emergency Management Program Assistant II</b>	<b>Worked within HSEM for the past year and has had experience in writing State contracts and RFPs focused on radio and television platforms.</b>



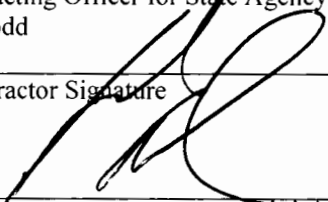
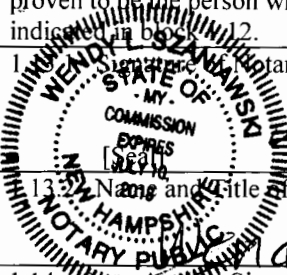
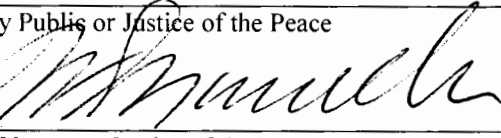
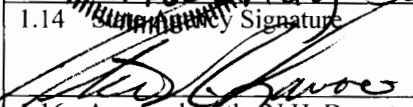
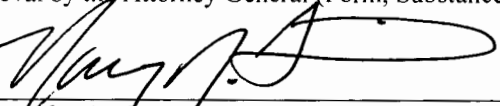
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Safety Homeland Security and Emergency Management		1.2 State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3 Contractor Name iHeartMedia Entertainment, Inc.		1.4 Contractor Address 200 East Basse Road San Antonio, Texas 78209	
1.5 Contractor Phone Number 603-518-1920	1.6 Account Number 02-23-23-236010-27400000-02 0-500247	1.7 Completion Date 6/30/18	1.8 Price Limitation \$35,857
1.9 Contracting Officer for State Agency Michael Todd		1.10 State Agency Telephone Number 603-892-8196	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph Graham, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>August 4</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.			
1.12 Notary Public or Justice of the Peace  			
1.13 Name and Title of Notary or Justice of the Peace Wendy Szaniawski, Finance Manager			
1.14 State Agency Signature  Date: <u>8/15/17</u>		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Director of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/18/2017</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.

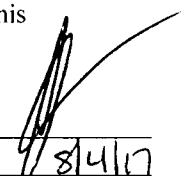
**7. PERSONNEL.**

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

Date 8/4/17



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.

Contractor Initials

Date

  
8/4/17

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.

Contractor Initials

Date 8/4/17

**EXHIBIT A**  
**SCOPE OF SERVICES**

The responsibilities of the contractor are as follows:

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

Contractor Initials \_\_\_\_\_  
Date 8/4/17 \_\_\_\_\_



**EXHIBIT B**  
**TERMS OF PAYMENT**

The appropriate account number for the P-37 form, section 1.6 is as follows:

FY2018

02-23-23-236010-27400000-020-500244  
Division of Homeland Security and Emergency Management

Payment for contracted services for radio airtime and production costs will be made upon receipt of itemized invoices as follows:


Payment #1- Invoice due April 2, 2018                      \$18,000

Payment #2- Upon completion of aired broadcasts and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed June 30, 2018.

\$18,000

Invoices shall be submitted to:

Matthew Hotchkiss, Administrator  
NH Department of Safety  
Division of Homeland Security and Emergency Management  
33 Hazen Drive  
Concord, NH 03305

Contractor Initials \_\_\_\_\_  
Date 2/4/17 

**EXHIBIT C**  
**SPECIAL PROVISIONS**

There are no modifications, additions and/or deletions to Form P-37.

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

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be initials or a name, written over a horizontal line.

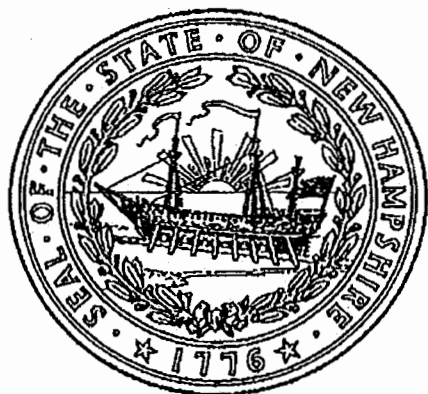
# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 462280



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of July A.D. 2017.

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

William M. Gardner  
Secretary of State



Corporate Headquarters  
200 East Basse Road  
San Antonio, Texas 78209

www.iHeartMedia.com  
www.iHeartRadio.com  
#iHeartRadio

### OFFICER'S CERTIFICATE

I, Richard J. Bressler, being the President and Chief Financial Officer of iHeartMedia and Entertainment INC., hereby certify that Joseph Graham, Market President, has authority to execute contracts on behalf of the Company until December 31, 2018.

**IN WITNESS WHEREOF**, I have duly executed this Certificate as of the 2<sup>nd</sup> day of August, 2017.

**IHEARTMEDIA + ENTERTAINMENT, INC.**

By: \_\_\_\_\_  
Richard J. Bressler  
President and Chief Financial Officer

State of New York  
County of New York

This Certificate was signed or acknowledged before me on August 2, 2017 by Richard J. Bressler, President of Chief Financial Officer of iHeartMEDIA +Entertainment, INC.

Notary Signature

**MONICA L. MORACA**  
Notary Public, State of New York  
No. 01MO8047100  
Qualified in Kings County  
Commission Expires August 28, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/26/2017

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

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

<b>PRODUCER</b> Aon Risk Services Southwest, Inc.  5555 San Felipe, Suite 1500  Houston, TX 77056-3089	1-832-476-6000 <b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> iHeartMedia + Entertainment, Inc.  200 East Basse Road  San Antonio, TX 78209-8328	<b>INSURER A:</b> GREENWICH INS CO <b>NAIC #</b> 22322	
	<b>INSURER B:</b> XL INS AMERICA INC / XL SPECIALTY INS CO	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 50440911      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			RGD300052802	11/01/16	11/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943770902	11/01/16	11/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWD300052902/RWR3002	11/01/16	11/01/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: IHM, WHBB, Z107 (WERZ-FM) , ROCK 101 (WGIR-FM); CONCORD, NH; 2017

Certificate Holder is an additional insured on the liability policies, but only with respect to liability that arises out of the acts or omissions of the Named Insured;

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

<b>CERTIFICATE HOLDER</b>  NH Department of Safety Division of Homeland Security and Emergency Manage  33 Hazen Dr  Concord , NH 03305  USA	<b>CANCELLATION</b>  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>Aon Risk Services Southwest, Inc.</i>

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