

120 *Rice*

**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER  
ATTORNEY GENERAL



ANN M. RICE  
DEPUTY ATTORNEY GENERAL

June 14, 2016

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

Your Excellency and Members of the Council:

**REQUESTED ACTION**

Authorize the Department of Justice to grant Media Power Youth (Vendor #167350) \$50,000 to support the continued implementation of violence prevention through media literacy education programming in schools upon Governor and Executive Council approval through June 30, 2017. 100% General Funds

Funds to support this request are available in the following account in State FY 2017 budget: #02-20-20-200010-2601-073-500581; Department of Justice, Attorney General, Grants Non-Federal.

**EXPLANATION**

Through this request, the NH Department of Justice is requesting approval to award funding to the non-profit organization, Media Power Youth, to support the continuation of violence prevention programming through media literacy education.

Extensive research evidence indicates that children's exposure to media violence can contribute to aggressive behavior, desensitization to violence, nightmares, and fear of being harmed. Studies have shown that media education can help to reduce violent/aggressive behavior in children and help them develop pro-social behaviors including respect, empathy, compassion and engagement with peers, family and community.

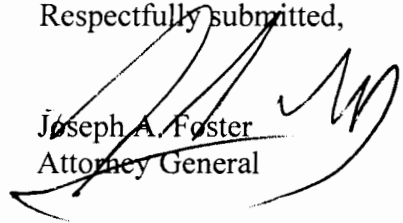
Media Power Youth, a 501 (c)(3) organization based in Manchester, New Hampshire, provides media education using evidence-based curriculum which is available to teachers and school professionals for implementation in their schools. The

grant will enable Media Power Youth to continue to provide programming in school districts. District representation includes commitments from the southeastern, southwestern, central and northern regions of the State of New Hampshire. Media Power Youth will offer training, both in person and on-line, to teachers and other education professionals on media literacy and the implementation of the curriculum.

Additionally, Media Power Youth will identify communities committed to providing a continuum of media literacy for adults and will continue to work with model communities to implement middle school, high school, community and parent programming over the grant period.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joseph A. Foster", is written over the typed name and title. The signature is fluid and cursive, with a large loop at the end.

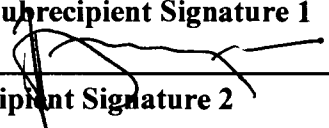
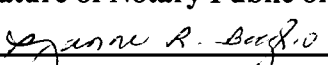
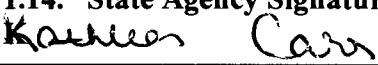

Joseph A. Foster  
Attorney General

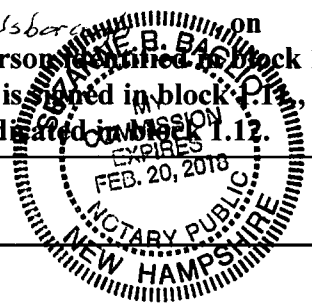
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**GRANT AGREEMENT**

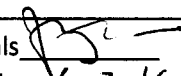
The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> Department of Justice		<b>1.2. State Agency Address</b> 33 Capitol Street, Concord, NH 03301	
<b>1.3. Subrecipient Name: Media Power Youth</b>		<b>1.4. Subrecipient Address: 1245 Elm Street</b> Manchester, NH 03101	
<b>1.5 Subrecipient Phone # (603) 222-1200</b>	<b>1.6. Account Number</b> 02-20-20-200010-2601	<b>1.7. Completion Date</b> 06/30/2017	<b>1.8. Grant Limitation</b> \$50,000
<b>1.9. Grant Officer for State Agency</b> Kathleen B. Carr		<b>1.10. State Agency Telephone Number</b> (603) 271-3658	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Frank B. Mesmer, Jr., Chair, Bd. of Directors	
<b>Subrecipient Signature 2</b>		<b>Name &amp; Title of Subrecipient Signor 2</b>	
<b>Subrecipient Signature 3</b>		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of Hillsborough, on 6/2/16, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal) 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> Suzanne R. Baglio - Notary Public			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Kathleen B. Carr, Director of Administration	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 6/14/16			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

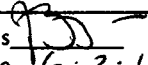


**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient initials 
Date 6.2.16

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
  - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
  - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
  - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
  - 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
  - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
  - 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
      - 11.2.1 Give the Subrecipient 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 Subrecipient notice of termination; and
      - 11.2.2 Give the Subrecipient 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 Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
      - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
      - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
  12. TERMINATION.
    - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
    - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
    - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
    - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
  13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Subrecipient initials	
Date	6.2.16

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.2 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
- 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Subrecipient.
- 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 first above given.
- 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 Council of the State of New Hampshire, if required or by the signing State Agency.
- CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
- 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.
- 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.
- SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient initials

Date

*[Signature]*  
6-2-16

## Exhibit A

### Program Narrative for Media Power Youth - NH DOJ - Violence Prevention Initiative

Youth violence, bullying, and substance misuse are critical issues in NH. While there are many causes of these behaviors, media are considered a significant and growing influence.

Media Power Youth (MPY) is partnered with the NH Departments of Justice (NHDOJ), Education and Health and Human Services to change the way children use and think about media. In the first 3 years of NH DOJ funding, MPY trained 287 teachers across NH to deliver its *Media Literacy for Safe & Healthy Choices*, both a NH and SAMHSA (Substance Abuse and Mental Health Services Administration) certified evidence based curriculum, to reduce the risk of youth violence, bullying, aggression and substance use. Additionally, MPY provide in-person middle, high school and parent programs in selected communities.

In this 4<sup>th</sup> year of funding, MPY will introduce a lower elementary curriculum. Like the upper elementary curriculum, this will be available at no cost to NH educators who complete training. Pre and post-tests, and print and digital media will accompany the lessons in a low cost web based digital resource that can be easily updated.

In order to facilitate training for lower elementary educators implementing the new curriculum, as well as upper elementary educators who have not attended in-person training, MPY will launch an 8 hour online training for all NH educators. This training upholds fidelity to the curriculum's evidence based status.

After two years of piloting **screenshots**, a three session, classroom-based, violence prevention module for middle and high school students, delivered as part of our model community initiative, we will package the program for delivery by classroom teachers. This will create capacity for reaching more districts interested in providing media literacy at multiple grade levels, sustainability for the program through a teacher led model and greater reach in the North Country and other parts of the state.

Participants will:

- Develop media literacy skills to deconstruct and evaluate media messages portraying violence and substance use
- Learn to think critically about conflict and problem solving.
- Discuss alternatives to violent conflict resolution
- Identify intervention strategies in violent or aggressive situations through modeling of positive behavior rather than participatory or bystander roles.
- Explore pro-social, respectful use of media, modeling respectful behaviors, and peer leadership

In addition to the three lessons and supporting media, educators will receive an online video training to facilitate implementation. Additional activities for students, school faculty and parents will be provided so that the program is integrated within and reinforced in school and family culture.

To provide support to and maintain relationships with teachers who have already attended *Media Literacy for Safe & Healthy Choices* violence prevention trainings, we will host two events to share learning, implementation strategies, and advanced media literacy skills. We will also provide updates on violence prevention and a more in-depth look at the Substance Use unit.

Subgrantee initials

Date 6-2-16

**Media Power Youth - NH DOJ**  
**BUDGET NARRATIVE**  
**NH DOJ Youth Violence Prevention Initiative for FY 2017**

**Line Item 1)** Salaries and expenses of an Education and Training Manager; an Administrative Coordinator and the Executive Director in the implementation of the violence prevention program, logistics, data collection, evaluation and management

**Salary: \$29,808.00**

**Line Item 2)** Funding will cover staff benefits calculated at .18%

**Employee Benefits: \$5,365.44**

**Line Item 3)** Funding will also be used to cover consultant costs for web and online design and graphics

**Consultants: \$500.00**

**Line Item 4)** Funding will cover the repair and maintenance

**Equipment: \$300.00**

**Line Item 5)** Funding will cover supplies for educator trainings including cartridges, presentation and activities supplies

**Supplies: \$2,476.56**

**Line Item 6)** Funding will cover travel expenses

**Travel: \$850.00**

**Line Item 7)** Funding will cover 25% of occupancy

**Occupancy: \$1,800.00**

**Line Item 8)** Funding will cover the cost of current expenses, including phone, postage, subscriptions, audit and legal, insurance, and board expenses

**Current Expenses: \$1,320.00**

**Line Item 9)** Funding will cover the costs of software needed for online course production

**Software: \$600.00**

**Line Item 10)** Funding will cover the cost of promoting in person and online trainings to NH educators, schools and districts, bookmarks for students and parents

**Marketing and Communications: \$600.00**

**Line Item 11)** Funding will cover the cost of staff training time and conference registration

**Staff Education Training: \$300.00**

**Line Item 12)** Funding will cover the cost of subcontracts with collaborative partners for instructional design and online dissemination

**Subcontracts/ Agreements: \$1,800.00**

**Line Item 13)** Funding will cover other indirect costs (8.5%) of budget (research, development, production)

**Other: \$4,280.00**

**TOTAL BUDGET: \$50,000**

# Budget

## Media Power Youth - NH DOJ

Budget Period: July 1st, 2016 or Governor and Council approval, whichever is later through July 1, 2017

Line Item	Direct	Total
1. Total Salary/Wages	\$29,808.00	\$29,808.00
2. Employee Benefits/Taxes	\$5,365.44	\$5,365.44
3. Consultants	\$500.00	\$500.00
4. Equipment:		
Repair and Maintenance	\$300.00	\$300.00
5. Supplies:		
Educational	\$600.00	\$600.00
Small Equip	\$1,000.00	\$1,000.00
Office	\$876.56	\$876.56
6. Travel (mileage & tolls)	\$850.00	\$850.00
7. Occupancy	\$1,800.00	\$1,800.00
8. Current Expenses		
Telephone	\$300.00	\$300.00
Postage	\$120.00	\$120.00
Subscriptions	\$200.00	\$200.00
Audit and Legal	\$500.00	\$500.00
Insurance	\$200.00	\$200.00
Board Expenses		
9. Software	\$600.00	\$600.00
10. Marketing/Communications	\$600.00	\$600.00
11. Staff Education and Training	\$300.00	\$300.00
12. Subcontracts/Agreements	\$1,800.00	\$1,800.00
13. Other (Indirect as a Percent of Direct: 8.56%):	\$4,280.00	\$4,280.00
TOTAL	\$50,000.00	\$50,000.00

Contractor Initials

Date

Subgrantee initials

Date



6-2-16



**State of New Hampshire Contract Exhibit B**

**SCHEDULE OF PAYMENT**

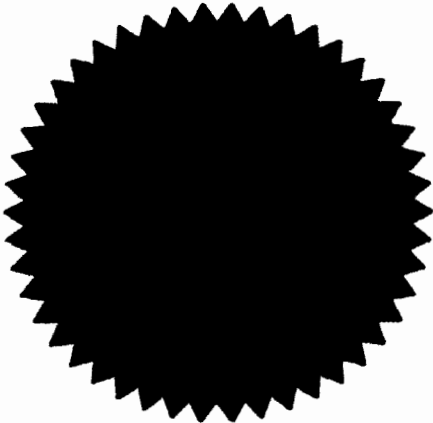
- 1. Awarded programs (subgrantees) that submit a fully executed state issued expenditure report shall be reimbursed by the State of NH within 30 days. Payment will be in the form of an electronic payment to a designated account determined by the subgrantee.**
- 2. Expenditure reports should be submitted on a monthly or quarterly basis within 15 days following the end of the month/quarter activities. Electronic submission is appreciated. Expenditure reports submitted later than 30 days following the end of the quarter will be considered late.**
- 3. The State's obligation to compensate and reimburse the subgrantee as stated in this agreement shall not exceed the price limitation set forth in form P-37 section 1.8 or allotment of time as set forth in section 1.7.**
- 4. Subgrantees are required to maintain supporting documentation for all expenses, both federal and match and to produce said documentation upon request of this Office or any other state or federal audit authority.**

 6-2-16

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 Media Power Youth is a New Hampshire nonprofit corporation formed March 28, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31<sup>st</sup> day of May A.D. 2016

William M. Gardner  
Secretary of State

**CERTIFICATE**

(Corporation Without Seal)

I, Roberta Brayer, Clerk/Secretary of the Media Power Youth Directors, do hereby certify that: (1) I am the duly elected and acting Clerk/Secretary of the Media Power Youth, a New Hampshire corporation (the "Corporation"); (2) I maintain and have custody and am familiar (State of incorporation)

with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 2 day of June, 2016, which meeting was duly held in accordance with New Hampshire law and (State of incorporation)

the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Justice, providing for the performance by the Corporation of certain services, and that the President (and Vice President) (and the Treasurer) ( or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Frank B. Mesmer Jr. President  
David Penchansky Vice President  
David Penchansky Treasurer

and; (7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 2 day of June, 2016.

Roberta Brayer  
Clerk/Secretary

STATE OF New Hampshire  
COUNTY OF Hillsborough

On this the 2<sup>nd</sup> day of June, 2016 before me, Suzanne R. Bagnio, the undersigned, personally appeared Roberta Brayer, who acknowledged her/himself to be the Clerk/Secretary of Media Power Youth, a corporation, and that she/he, as such Clerk/Secretary being authorized to do so, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by her/himself as Clerk/Secretary.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

Suzanne R. Bagnio  
Notary Public/Justice of the Peace  
MY COMMISSION EXPIRES FEB. 20, 2018  
SUZANNE R. BAGNIO  
NOTARY PUBLIC  
NEW HAMPSHIRE

My Commission expires:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/25/2016

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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Robin McAfee <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> rmcafee@crossagency.com		<b>FAX (A/C, No):</b> (603) 645-4331
<b>INSURED</b> MEDIA POWER YOUTH INC DBA MEDIA POWER YOUTH 1245 ELM ST  MANCHESTER NH 03101		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A Hanover Insurance Group, Inc.		22292
		INSURER B NorGuard Ins Co		31470
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:** 16-17 GL & 15-16 WC                      **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			08V5314876	3/18/2016	3/18/2017	EACH OCCURRENCE \$ 1,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	MED EXP (Any one person) \$ 5,000	PERSONAL & ADV INJURY \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$	BODILY INJURY (Per person) \$	BODILY INJURY (Per accident) \$	PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$	AGGREGATE \$		
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N    N/A	MEWC693556 (3a.) NH	8/28/2015	8/28/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT \$ 500,000	E.L. DISEASE - EA EMPLOYEE \$ 500,000	E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b>  Department of Justice 33 Capitol St. Concord, NH 03301	<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  Robin McAfee / BN5
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