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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

October 9, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management, requests authorization to enter into a grant agreement with the Rockingham Planning Commission (VC#154887-B001), for a total amount of $72,486.00 for the purpose of developing and writing the Seacoast Climate Adaptation and Mitigation Plan. Effective upon Governor and Council approval through September 6, 2015. Funding source: 100% Federal Funds.

Funding is available in the SFY 2013 operating budget as follows:

02-23-23-236010-43930000	Dept. of Safety	HSEM	Pre-Disaster Mitigation
072-500574 Grants to Local Gov't. - Federal			$72,486.00
Activity Code: 23PDM12 4393			

Explanation

The Pre-Disaster Mitigation Competitive (PDMC) Grant Program provides funding to sub-grantees for cost-effective hazard mitigation activities such as planning. The Seacoast Climate Adaptation and Mitigation Plan will focus on the New Hampshire seacoast communities of Portsmouth, Rye, North Hampton, Hampton Falls and Seabrook and their vulnerabilities pertinent to the hazards of climate change and the associated sea level rise potential. The Rockingham Planning Commission is one of nine regional planning commissions in New Hampshire. The Commission's region consists of twenty-seven communities within Rockingham County. These communities are as follows: Atkinson, Brentwood, Danville, East Kingston, Epping, Exeter, Fremont, Greenland, Hampstead, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newington, Newton, North Hampton, Plaistow, Portsmouth, Rye, Salem, Sandown, Seabrook, South Hampton, Stratham, and Windham. The State Hazard Mitigation Planner will be responsible for the administration of the program.

The grant listed above is funded from the FFY 2012 Pre-Disaster Mitigation Competitive (PDMC) Grant Program, which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The PDMC Grant Program provides funding to sub-grantees for cost-effective hazard mitigation activities that complement a comprehensive mitigation program. FEMA provides PDMC funds to states that, in turn, provide sub-grants or contracts for a variety of mitigation activities, such as planning and the implementation of projects identified through the evaluation of natural hazards. Notification of this program is made to every community by email and by letter sent to the chief elected official of each community/Regional Planning Commission.

The PDMC Grant Program is 75% federally funded by the Federal Emergency Management Agency with a 25% match requirement supplied by the sub-grantee. For the purpose of this grant, FEMA approved a 73% Federal Funds /27% Applicant share. The sub-grantee acknowledges its match obligation as part of Exhibit B in the grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

RQ # 133256

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

GENERAL PROVISIONS

1. Identification and Definitions.

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. Grantee Name Rockingham Planning Commission		**1.4. Grantee Address** 156 Water Street Exeter, NH 03833	
1.5. Effective Date G&C Approval	**1.6. Completion Date** September 6, 2015	**1.7. Audit Date** N/A	**1.8. Grant Limitation** $72,486.00
1.9. Grant Officer for State Agency Lance D. Harbour		**1.10. State Agency Telephone Number** (603) 223-3633	
"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."			
1.11. Grantee Signature 1 Cliff Sinnott		**1.12. Name & Title of Grantee Signor 1** Cliff Sinnott, Exec. Director	
1.13. Acknowledgment: State of New Hampshire, County of Rockingham **, on** 9/26/12 **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.**			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) Annette L. Pettengill			
1.13.2. Name & Title of Notary Public or Justice of the Peace Annette L. Pettengill, Notary			
1.14. State Agency Signature(s) 10-16-12		**1.15. Name & Title of State Agency Signor(s)** John T. Beardmore, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By: **Assistant Attorney General, On:** 10/25/12			
1.17. Approval by Governor and Council By: **On:** / /			

ANNETTE L. PETTENGILL MY COMMISSION EXPIRES MAR. 26, 2016 NOTARY PUBLIC NEW HAMPSHIRE

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"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), 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").

Grantee Initials CMS
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3. AREA COVERED. Exeept as otherwise speeifieally provided for herein, the Grantee 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 effeetive on the date in bloek 1 5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whehever is later (hereinafter referred to as "the effective date").

4 2. Except as otherwise speeifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date")

5. GRANT AMOUNT: LIMITATION ON AMOUNT· VOUCHERS: PAYMENT

5.1 The Grant Amount is identified and more parneularly described in EXHIBIT B, attaehed 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 satisfaetory performance of the Projeet, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee 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 Grantee for all expenses, of whatever nature, incurred by the Grantee in the performanee hereof. and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee 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 exeeed the Grant limitation set forth in bloek 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, eounty, or municipal authorities whieh shall impose any obligations or duty upon the Grantee, inetuding the acquisition of any and all neeessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effeetive Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed aeeounts of all expenses incurred in eonnection with the Project, ineluding, but not limited to, costs of administration, transportation, insurance, telephone ealls, and clerical materials and serviees Such accounts shall be supported by receipts, invoices, bills and other similar documents

7.2. Between the Effeetive Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such reeords, and to make audits of all contraets, 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, "Grantee" mcludes all persons,, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Projeet 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 Grantee 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, eomputer 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 Grantee shall grant to the State, or any person designated by it, unrestrieted aceess to all data for examination, duplieation, publieation, translation, sale, disposal, or for any other purpose whatsoever

9.3. No data shall be subjeet to eopyright 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 purehased 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, diselose, 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, ineluding, without limitation, the continuance of payments hereunder, are eontingent upon the availability or eontinued appropriation of funds, and in no event shall the State be liable for any payments hereunder in exeess 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 sueh funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of sueh termination.

11. EVENT OF DEFAULT REMEDIES

11.1. Any one or more of the following aets or omissions of the Grantee 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 aecess to, the reeords required hereunder; or

11.1 4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following aetions.

11.2.1 Give the Grantee a written notice speeifying the Event of Default and requiring it to be remedied within, in the absenee 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 Grantee notiee of termination. and

11.2.2 Give the Grantee a written notiee speeifying 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 aeerue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee, and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the Srate 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 Grantee 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 Grantee 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 Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee'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 Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13 CONFLICT OF INTEREST. No officer, member of employee of the Grantee, 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

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Date 9-26-12

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. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State Neither the Grantee 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 Grantee 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 Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee 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 Grantee or Subcontractor, or subgrantee or other agent of the Grantee. 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 Grantee 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:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $2,000,000 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.

18 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 Grantee.

19. 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.

20 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.

21 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 intend of the parties hereto.

22 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.

23. 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.

24 SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Grantee Initials CMS
Date 9-26-12

EXHIBIT A

SCOPE OF WORK

1. The Department of Safety, Division of Homeland Security and Emergency Management (HSEM) is awarding the Rockingham Planning Commission (RPC) $72,486.00 for the New Hampshire Seacoast Climate Adaptation and Mitigation Plan. This planning activity will focus on the New Hampshire Seacoast communities of Portsmouth, Rye, North Hampton, Hampton Falls and Seabrook and their vulnerabilities pertinent to the hazard of climate change and the associated sea level rise potential.

3. The RPC agrees that the project grant period ends September 6, 2015.

4. The RPC agrees to comply with all applicable federal and state laws, rules, regulations, and requirements. RPC will provide quarterly progress reports.

5. The RPC shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, the RPC shall maintain documentation of the cost share required by this grant and agreed upon by RPC.

Grantee Initials CMS
Date 9/26/2012

EXHIBIT B

GRANT AMOUNT AND METHOD OF PAYMENT

I. GRANT AMOUNT

2012 PDMC

	Applicant Share	Grant (Federal Funds)	Cost Totals
Project Cost*	$27,280.00	$72,485.00	$99,765.00

**The Project Cost for the Pre-disaster Mitigation Grant is typically 75% Federal Funds, 25% Applicant Share. For the purpose of this Grant, FEMA approved a 73% Federal Funds, 27% Applicant Share.

II. FEE SCHEDULE

a. The RPC agrees the total payment by HSEM under this grant agreement shall be $72,485.00.

b. HSEM may advance funds to the RPC in accordance with the procedures outlined in the Grant Administration Plan and pursuant to 44 CFR § 13.21 section (C). A request for an advance of funds must be submitted in writing to the State Hazard Mitigation Officer. The request must be made using the request for funds form. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within thirty (30) days of receipt.

c. HSEM shall reimburse $72,485.00 to the RPC upon HSEM receiving appropriate documentation of expended funds from RPC.

Grantee Initials Cm S

Date 9/26/2012

EXHIBIT C

SPECIAL PROVISIONS

I. Termination Clause

This grant agreement may be terminated upon thirty (30) days written notice by either party.

Any funds advanced to the grantee must be returned to the Department of Safety, Division of Homeland Security and Emergency Management if the grant agreement is terminated for any reason other than completion of the project.

II. Acceptance of Audit Requirements

RPC agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period RPC will certify in writing that they have not expended the amount of federal funds that would require a compliance audit ($500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the Department of Safety, Division of Homeland Security and Emergency Management.

Additionally, RPC has or will notify their auditor of the above requirements prior to performance of the audit. RPC will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. RPC will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. They will also ensure that all records concerning this grant will be kept on file for a minimum of 7 years from the end of this audit period.

Grantee Initials Cms

Date 9/26/2012

CERTIFICATE OF VOTE

I Joan Whitney, Secretary of the Rockingham Planning Commission do hereby certify that: (1) I am duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I sign and maintain or cause to be maintained and am familiar with the Minutes of the Commission; (3) I am duly authorized to issue certificates with respect to the contents of such Minutes; (4) at the Commission meeting held on September 26, 2012 the Commission voted to approve the NH Seacoast Climate Adaptation & Mitigation Planning Grant contract. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

Cliff Sinnott, Executive Director
(Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Commission, this 26th day of September 2012

Joan Whitney
Secretary

STATE OF NEW HAMPSHIRE
County of Rockingham

On this the 26th day of September, 2012, before me Annette L. Pettengill, the undersigned officer, personally appeared Joan Whitney who acknowledged himself to be the Secretary of the Commission, being authorized to do so, executed the foregoing instrument fo the purpose therein contained.

I witness whereof, I have set my hand and official seal.

Annette L. Pettengill
Notary Public

Commission Expiration
(Seal)

ANNETTE L. PETTENGILL
MY COMMISSION EXPIRES MAR. 16, 2016
NOTARY PUBLIC
NEW HAMPSHIRE

CERTIFICATE OF LIABILITY INSURANCE

OP ID RG

DATE (MM/DD/YYYY) 06/04/12

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

Peerless Insurance
PO Box 188065
Fairfield OH 45018
Phone:888-828-6412 Fax:800-845-3666

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: ROCPLA1

INSURED

Rockingham Planning Commission
156 Water Street
Exeter NH 03833.

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	24198
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			BOP9084731	07/01/12	07/01/13	EACH OCCURRENCE	$ 2000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
							MED EXP (Any one person)	$ 15000
							PERSONAL & ADV INJURY	$ 2000000
							GENERAL AGGREGATE	$ 4000000
							PRODUCTS - COMP/OP AGG	$ 4000000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA9475732	01/11/12	01/11/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

NEWHA12

NH DEPT OF SAFETY, HOMELAND SECURITY & EMERGENCY MGMT
Attn: Beth Peck
33 Hazen Drive
Concord NH 03305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rhonda Goering

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Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Rockingham Regional Planning Commission 156 Water Street ExeterNH03833	563	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not	
☐ General Liability (Occurrence Form) ☐ Professional Liability (describe) ☐ Claims Made ☐ Occurrence			Each Occurrence	$
			General Aggregate	$
			Fire Damage (Any one fire)	$
			Med Exp (Any one person)	$
☐ Automobile Liability Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X Workers' Compensation & Employers' Liability	1/1/2012	1/1/2013	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	$
☐ Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
	By: Tammy Denver
Rockingham Regional Planning Commission 156 Water Street ExeterNH03833	Date: 1/9/2012 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

TITLE I
THE STATE AND ITS GOVERNMENT

CHAPTER 21-P
DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.