



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

DEC14'22 AM 11:39 RCH



William Cass, P.E.  
Assistant Commissioner

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

Bureau of Rail & Transit  
November 1, 2022

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into a contract agreement with Southwestern Community Services, Inc. (Vendor 177511), Keene, NH, for an amount not to exceed \$123,450.00 to procure two (2) ADA-accessible minivans and two (2) bus shelters with pads, effective upon Governor and Council approval through June 30, 2023. 91% Federal Funds and 9% General Funds.

Funding is available in State Fiscal Year 2023 as follows:

FY 2023

|  |           |
|--|-----------|
| 04-96-96-964010-2916                     | \$112,900 |
| Public Transportation                    |           |
| 072-500575 Grants to Non-Profits-Federal |           |
| 04-096-096-960030-7547                   | \$10,550  |
| 15-220:1-XVI -A3 - Public Transit        |           |
| 034-500160 Capital Projects              |           |

**EXPLANATION**

The State Capital Budget (Ch. 15-220:1-XVI -A3 - Public Transit) includes funds to match grants from the Federal Transit Administration (FTA) for revenue vehicles and passenger amenities and facilities to assist transit agencies in leveraging federal funds. NHDOT has approved a request for FTA Section 5339 Bus and Bus Facilities Program funding from Southwestern Community Services, Inc. (SCS). SCS is a private, non-profit organization that provides rural public transportation in the Sullivan County region of New Hampshire.

NHDOT released a public notice on October 8, 2021, announcing the availability of funding from the FTA Section 5339 Bus and Bus Facilities program. NHDOT solicited proposals from public transit agencies and private non-profit organizations engaged in public transportation services. Five transit agencies applied by the November 8, 2021 deadline, and all five transit agencies were awarded funds for eligible projects. The five transit agencies are Advance Transit, Inc., Southwestern Community Services, Manchester Transit Authority, Cooperative Alliance for Seacoast Transportation, and the University of New Hampshire Wildcat Transit.

Section 5339 funds awarded to SCS will be used for the procurement of two (2) ADA-accessible minivans, and two (2) ADA-compliant bus shelters with pads. One vehicle is replacing a public transit vehicle that will have met its minimum useful life at the time of delivery. The second will be used to provide ADA-accessible rides to seniors and individuals with disabilities in the Sullivan County region. The vehicles will allow SCS to continue to operate at optimal efficiency, thus providing the quality service that their riders have come to expect.

The two ADA-compliant bus shelters will be located in the City of Claremont and the Town of Newport within established park and ride locations that are currently maintained by the aforementioned towns. The ADA-compliant shelters will enhance the transit passengers' experience while providing protection from the elements.

A project evaluation committee consisting of three Department staff from the NHDOT Bureau of Rail and Transit reviewed and scored the 5339 applications submitted for projects. The evaluation committee members included the Public Transportation Administrator, Transportation Specialist, and Transit Grants Coordinator. Each reviewer evaluated and scored applications based on the criteria indicated in the application materials. Every application met NHDOT's criteria for inclusion in its public transit funding plan and each of the aforementioned transit systems will be separately awarded funds for their approved projects through either a request put forward to Governor & Councilor directly from the Federal Transit Administration (FTA). The evaluation matrix and scores are provided below for reference:

|               |   |      |
|---------------|---|------|
| 1             | The applicant has the fiscal and technical capacity and adequate budget to operate service and conduct ongoing maintenance associated with this capital request.  | 20%  |
| 2             | The applicant complies with relevant Federal and state regulations and has a history of compliance with regulations and reporting requirements. New applicants must demonstrate sufficient resources for compliance.  | 20%  |
| 3             | The applicant successfully demonstrates service efficiency and effectiveness, measured in ridership, service miles and hours, costs, and fare recovery. New applicants must demonstrate the ability to measure performance and achieve goals.   | 20%  |
| 4             | The applicant conveys how this addresses a critical public transportation need. Applicants need to adequately illustrate how the project will benefit the agency's transportation program/services, including how it is necessary for continued and/or improved operations. (As replacement vehicles/equipment are prioritized, detailed information is especially important for expansion projects. Vehicle replacements are presumed to address needs.) | 25%  |
| 5             | The applicant demonstrates involvement in and support for the project, financial and otherwise, on the part of citizens and local government, e.g., letters of support, willing to provide local match above minimum required, etc. (Vehicle replacements are presumed to have such support.)   | 15%  |
| Total Scoring |   | 100% |

| Transit System  | Score | Status      |
|---|-------|-------------|
| <b>Advance Transit</b>                                    |       |             |
| (2) 35' ADA Electric battery transit buses - replacements | 81.2% | Awarded     |
| <b>Advance Transit</b>                                    |       |             |
| (17) Passenger vinyl seat cushions                        | 79.2% | Awarded     |
| <b>Advance Transit</b>                                    |       |             |
| (2) Facility propane boilers                              | 83%   | Awarded     |
| <b>Advance Transit</b>                                    |       |             |
| (2) Non-revenue electric service cars – expansion         | 63.8% | Not Awarded |
| <b>Advance Transit</b>                                    |       |             |
| (2) Level 3 electric battery chargers                     | 80.3% | Awarded     |
| <b>Cooperative Alliance for Seacoast Transportation</b>   |       |             |
| (4) < 30' 14 x 2 ADA transit buses - replacements         | 88.3% | Awarded     |
| <b>Cooperative Alliance for Seacoast Transportation</b>   |       |             |
| (1) Operations support vehicle - replacement              | 84.3% | Awarded     |
| <b>Cooperative Alliance for Seacoast Transportation</b>   |       |             |
| (1) Building/facility/real property phase I               | 86%   | Awarded     |
| <b>Manchester Transit Authority</b>                       |       |             |
| (1) ADA Small cutaway transit bus - replacement           | 83.5% | Awarded     |
| <b>Southwestern Community Services</b>                    |       |             |

|  |       |         |
|--|-------|---------|
| (2) ADA Mini Vans - replacement                      | 83.8% | Awarded |
| <b>Southwestern Community Services</b>               |       |         |
| (2) Park and Ride bus shelters - expansion           | 79.2% | Awarded |
| <b>Southwestern Community Services</b>               |       |         |
| (1) Transit Facility renovation                      | 76.5% | Awarded |
| <b>Southwestern Community Services</b>               |       |         |
| (2) ADA-accessible transit minivans                  | 73.3% | Awarded |
| <b>University of New Hampshire – Wildcat Transit</b> |       |         |
| (3) 35' ADA Electric battery buses - replacements    | 82.7% | Awarded |
| <b>University of New Hampshire – Wildcat Transit</b> |       |         |
| (1) Fleet electrification planning                   | 81%   | Awarded |
| <b>University of New Hampshire – Wildcat Transit</b> |       |         |
| (1) CNG fueling facility                             | 81.5% | Awarded |

*\* One of Advance Transit's requested projects was not approved and will not be presented to Governor & Executive Council.*

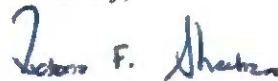
The total project cost is \$134,000.00, which includes \$112,900.00 (85%) FTA Section 5339 funds, \$10,550.00 (7.5%) State Capital and \$10,550.00 (7.5%) Agency match. This contract reflects only the Federal and State portions of the project for a maximum contract amount of \$123,450.00. SCS will procure the equipment following Federal procurement guidelines, and the Department will hold title to the vehicles until their disposition. SCS will identify as the owner on the vehicle title, and NHDOT will identify as the lien holder. SCS will pay the vendor(s) for the vehicles and will submit an invoice for Federal and State reimbursement to the Department.

In the event that Federal Funds are unavailable, additional General Funds will not be requested to support this program.

This agreement has been approved by the Attorney General as to form and execution. The NHDOT has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services Office, and subsequent to Governor and Council approval will be on file at NHDOT.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan  
Commissioner

Attachments

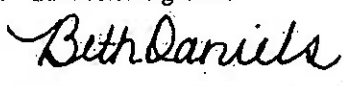
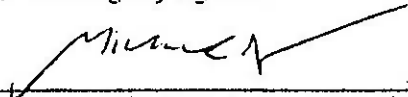
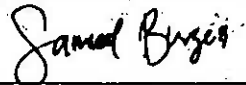
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

|   |  |   |                                      |
|---|--|---|--------------------------------------|
| 1.1 State Agency Name<br>NH Department of Transportation  |  | 1.2 State Agency Address<br>PO Box 483, 7 Hazen Dr., Concord, NH 03302-0483                                       |                                      |
| 1.3 Contractor Name<br>Southwestern Community Services, Inc.  |  | 1.4 Contractor Address<br>6 Kinney Place Claremont, NH 03743-3748   |                                      |
| 1.5 Contractor Phone Number<br>603-542-9609   | 1.6 Account Number<br>04-96-96-964010-2916-072-500575<br><br>04-096-096-960030-7547-034-500160 | 1.7 Completion Date<br>June 30, 2023  | 1.8 Price Limitation<br>\$123,450.00 |
| 1.9 Contracting Officer for State Agency<br>Michelle Winters, Administrator, Bureau of Rail & Transit   |  | 1.10 State Agency Telephone Number<br>603-271-2468  |                                      |
| 1.11 Contractor Signature<br> Date: 10/13/22  |  | 1.12 Name and Title of Contractor Signatory<br>Beth Daniels, CEO  |                                      |
| 1.13 State Agency Signature<br> Date: 11/01/22   |  | 1.14 Name and Title of State Agency Signatory<br>Michelle L. Winters<br>Director<br>Aeronautics, Rail and Transit |                                      |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br><br>By: _____ Director, On: _____  |  |   |                                      |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br><br>By:  On: December 2, 2022 |  |   |                                      |
| 1.17 Approval by the Governor and Executive Council (if applicable)<br><br>G&C Item number: _____ G&C Meeting Date: _____   |  |   |                                      |

**2. 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 B 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 affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations, and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

Contractor Initials **BD**  
Date **10/13/22**

## 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 anyone, 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's

discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise



out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted, and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials BD  
Date 10/13/22



**SOUTHWESTERN COMMUNITY SERVICES, INC.  
EXHIBITS TO CONTRACT**

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

EXHIBIT D Vehicle List

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200

Social Service Documents to Include:

501 (c)

Financial Report

Board of Directors

Key Personnel and Salaries

Resumes

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**EXHIBIT A**  
**SPECIAL PROVISIONS**

- A.1. Amend P-37 Section 2. "EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED"** by adding the following:
- 2.1 The Contractor may change services only with the prior written agreement of the State and in accordance with applicable Federal Transit Administration (FTA) requirements.
- A.2. Amend P-37 Section 5. "CONTRACT PRICE/PRICE LIMITATION/PAYMENT"** by adding the following:
- 5.5 As applicable based on Federal participation ratios, the amount paid by the State to the Contractor shall not exceed 80% of allowable costs for capital equipment and 85% of allowable costs for revenue vehicles as identified in Exhibit C. The Contractor shall provide and document the availability of local funds sufficient to meet the project cost in excess of the Contract Price Limitation.
  - 5.6 The Contractor shall submit a request for payment to the State on a form specified by the State, together with all information to support the request. Such requests for payment shall be properly completed and signed. Requests for payments must be for allowable costs only as defined in 2 CFR Part 200. No requests for advance payment will be accepted by the State.
  - 5.7 Upon receipt of the request for payment, the State shall review the request to determine the allowability of costs. In connection with this review, the State may demand production of (and the Contractor shall produce) and inspect any documents and records described in Section 5.
  - 5.8 Within 30 days of receipt of the request for payment and other documents and records required by the State, the State shall determine the allowability of costs and the amount due and owing to the Contractor and shall pay said amount, subject to other provisions of this Agreement.
  - 5.9 Final Payment. As applicable, satisfactory acceptance by the State and FTA of all reports required by this Agreement is a condition precedent to final payment (i.e., payment for the last month or portion thereof of this Agreement). All reports will be prepared to the satisfaction of the State and Federal Transit Administration (FTA). The final payment may be retained and withheld pending receipt and satisfactory acceptance of all reports required by this Agreement and resolution of all pending matters.
- A.3. Amend P-37 Section 6. "COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY"** by adding the following:
- 6.4 The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - 6.5 The Contractor shall state, in all solicitations or advertisements for employees, that all qualified applicants will receive consideration for employment without regard to race, color, age, creed, sex or national origin.
  - 6.6 The provisions of 2 CFR 200 shall apply to local administration of this agreement and any subcontracts under this agreement.

**A.4. Amend P-37 Section 9. "TERMINATION" by adding the following:**

- 9.3 The termination report must be accepted by the State and the Federal Transit Administration (FTA) prior to final payment.
- 9.4 Termination; Liability. In the event of termination under Section 4 or 10.4 of this Agreement, the acceptance of a Termination Report by the State shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by the State as a result of the Contractor's breach of its obligations hereunder, including refund of any federal funds required by FTA.
- 9.5 Completion of Services; Payment of Price. Excepting those obligations of the Contractor which, by the terms of this Agreement, do not expire on the Completion Date, upon the completion of the Services and upon payment of the Contract Price, this Agreement, and all obligations of the parties hereunder, shall cease and shall be without recourse to the parties hereto.
- 9.6 Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Contractor hereunder, the Contractor may terminate this Agreement without cause upon thirty (30) days written notice.

**A.5. Amend P-37 Section 10. "DATA/ACCESS/CONFIDENTIALITY/PRESERVATION" by adding the following:**

- 10.4 The following restrictions apply to all subject data first produced in the performance of this agreement:
  - 10.4.1 Except for its own internal use, the Contractor may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the State, until such time as the FTA may have either released or approved the release of such data to the public.
  - 10.4.2 As authorized by 2 CFR 200, the FTA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and otherwise use, and to authorize others to use, for Federal purposes, any work developed under a grant, cooperative agreement, sub-grant, or third party contract, irrespective of whether a copyright has been obtained; and any rights of copyright to which a recipient, sub-recipient, or third party contractor purchases ownership with Federal assistance.
- 10.5 It is FTA's intent to increase the body of mass transportation knowledge. Therefore, the Contractor understands and agrees that in addition to the rights set forth in 9.4 (b) above, FTA may make available to any recipient, subgrantee, contractor or subcontractor its license in the copyright to the data derived under this Agreement or a copy of the data first produced under this Agreement.
- 10.6 The Contractor shall indemnify, save, and hold harmless the State and United States, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation of the proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.
- 10.7 Nothing contained in this clause shall imply a license to the United States under any patent or be construed as affecting the scope of any license or other right otherwise granted to the United States under any patent.

- 10.8 Sections 9.4, 9.5, and 9.6 above are not applicable to material furnished to the Contractor by the State or United States and incorporated in the work furnished under the agreement; provided that such incorporated material is identified by the Contractor at the time of delivery of such work.
- 10.9 In the event that the project is not completed for any reason, all data developed under that project shall become subject Data as defined in Section 9.1 and shall be delivered as the State or FTA may direct.
- A.6. Amend P-37 Section 12. "ASSIGNMENTS/DELEGATION/SUBCONTRACTS" by adding the following:
  - 12.3 The Contractor shall cause the provisions of this contract to be inserted in all subcontracts for any work covered by this Agreement so that the provisions will be binding on each subcontractor; provided, however, that the foregoing provisions shall not apply to subcontractors for standard commercial supplies or raw materials. The Contractor shall take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions, including sanctions for noncompliance. The Contractor shall ensure that any subcontractor has obtained all licenses, permits or approvals required for the performance of contract services.
- A.7. Amend P-37 Section 14. "INSURANCE" by adding the following:
  - 14.1.1.a. The State of New Hampshire, Department of Transportation has accepted the General Liability insurance of \$1,000,000 per occurrence, \$2,000,000 General Aggregate for Southwestern Community Services, Inc. in fulfillment of the requirements of Section 14.1.1 General Liability Insurance of the P-37 form.

A.8. Amend P-37 by adding "DEFINITIONS" as Section 25:

25. **DEFINITIONS**

**ALLOWABLE COSTS:** Costs that are incurred in the performance of the Services described in Exhibit B and which satisfy the requirements of 2 CFR 200.

**FTA:** U.S. Department of Transportation, Federal Transit Administration

**PROJECT APPLICATION:** The narrative, charts, figures and/or maps submitted to the State detailing the scope of the public transportation program of the Contract as modified and approved by the State.

**REVENUE:** Fares from individuals or other direct income for the public transportation services being provided by the Contractor. Revenues also include funds from contracts, purchase of service agreement, and excess matching funds that directly benefit the transportation service.

**SECTION 5311:** Section 5311 of the Federal Transit Act of 1964, as amended.

**STATE:** The State of New Hampshire, acting through the Department of Transportation, Bureau of Rail and Transit.

A.9. Amend P-37 by adding "ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS" as Section 26:

26. **ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS**

- 26.1 **Maintenance of Records.** The Contractor shall keep and maintain the records, documents, and accounts described herein for a period of three years after the FTA grant is closed. The Contractor shall maintain, and make available to the State and FTA, records relating to complaints and comments received from the public. In the event the State disputes the Contractor's operations or records as submitted for payment or otherwise, final resolution shall rest with the State.
- 26.2 **Audits and Inspections.** Between the Effective Date and the Completion Date, and for a period of three (3) years after the FTA grant is closed or the date of resolution of all matters relating to this Agreement, whichever is later, at any time during the Contractor's normal business hours, and as often as the State or FTA may demand, the Contractor shall make available to the State and FTA or their designees all records pertaining to matters covered by this Agreement. The Contractor shall permit the State and FTA to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, Data (as defined in P-37 section 9.1) and other information relating to all matters covered by this Agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Contractor in 1.3 of P-37.
- 26.3 **Independent Audit.** The Contractor shall submit one audit done by one Certified Public Accountant (CPA) for the entire project, or, as the State may require, for any part of the project upon demand. Monies required for payment of the audit shall be set aside in the Contract Budget for that specific purpose.
- 26.3.1 In the event the audit reveals that monies are due and owing to the State from the Contractor, for whatever reasons, the Contractor shall pay to the State such sums within thirty (30) days of the audit date.
- A.10. Amend P-37 by adding "PROJECT EQUIPMENT AND REAL PROPERTY" as Section 27:
27. **PROJECT EQUIPMENT AND REAL PROPERTY.** The following terms and conditions apply to all equipment and real property purchased in whole or in part with funds provided through this or other Agreements between the State and the Contractor:
- 27.1.1 All procurements shall be made in accordance with 2 CFR 200 and FTA Circular 4220.1F and future amendments, and with Buy America requirements, 49 CFR Parts 661 and 663, as applicable.
- 27.1.2 Title to all project equipment shall be in the name of the Contractor; provided, however, that in order to secure the complete performance of this Agreement, the Contractor shall give the State a security interest in all such equipment at the time of purchase and shall execute financing statements and do all other acts necessary or useful to the perfection of that interest and the renewal thereof. In connection with the purchase of any motor vehicles pursuant to this Agreement, the Contractor shall give the State a security interest in the motor vehicles at the time of purchase and shall take all steps necessary to protect the State's security interest, including taking steps to identify the State as a lien holder of such motor vehicles on the motor vehicle titles.
- 27.1.3 In the event that this agreement is terminated, all project equipment and property become the property of the State and it is understood and agreed that legal title to such equipment shall be transferred to the State as soon as feasible. Project equipment will be disposed of in accordance with FTA Circular 9040.1G, and the State Management Plan.

**A.11. Amend P-37 by adding "EQUIPMENT CERTIFICATION" as section 28:**

28. **EQUIPMENT CERTIFICATION.** The Contractor shall maintain a current inventory listing of all nonexpendable property involved in this Agreement. The Contractor shall submit to the State a certification that the equipment is still being used in accordance with the terms of the Agreement. The inventory listing and equipment certification shall be supplied to the State by each year, generally by June 30<sup>th</sup>.

**A.12. Amend P-37 by adding "EQUIPMENT MAINTENANCE" as section 29:**

29. **EQUIPMENT MAINTENANCE.** Contractor shall be responsible for the maintenance and repair of all equipment used in the service described in Exhibit D. Contractor shall maintain all such equipment at a high level of cleanliness, safety, and mechanical soundness. The contractor shall certify that a proper maintenance plan that meets or exceeds the original equipment manufacturer's preventive maintenance guidelines is followed. Vehicle maintenance plans must be approved by the Board of Directors. All maintenance, repair and physical improvement activities on equipment shall be conducted by the Contractor and at a location specified by the Contractor. The Contractor shall notify the State of any changes in this location. The Contractor further agrees to maintain, repair, or make any physical improvement to equipment as requested by the State. The State, FTA, and/or their designees shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance and repair.

**A.13. Amend P-37 by adding "REPAIR RECORDS AND REPORTS" as section 30:**

30. **REPAIR RECORDS AND REPORTS.** The Contractor shall maintain a complete and up to date record of all motor vehicle repairs and shall make such records available to the State and FTA upon demand.

**A.14. Amend P-37 by adding "VEHICLE STORAGE" as section 31:**

31. **VEHICLE STORAGE.** With respect to any motor vehicles purchased in whole or part under this Agreement, or maintained under this Agreement, the Contractor shall park or garage each vehicle so as to ensure maximum available protection and safety for each vehicle. The Contractor shall also ensure that each vehicle will be parked or garaged in such a manner that its daily operations are not impaired or curtailed by conditions of weather or any other circumstances. The Contractor shall notify the State of the location of the garaging site and any relocation.

**A.15. Amend P-37 by adding "TRAINING AND DRIVER REVIEW" as section 32:**

32. **TRAINING AND DRIVER REVIEW.** With respect to any motor vehicles purchased in whole or part under this Agreement, or maintained under this Agreement, the State may require participation in training courses determined to be essential to FTA program management in this contract period and may require participation in such training programs as it deems necessary by drivers and other employees involved in the transportation of the public. Training may include defensive driving, passenger assistance, emergency procedures and periodic refresher training every three (3) years. The Contractor agrees that the State shall have the right to review the performance of all drivers who are employed in connection with this Agreement, and to disallow the use of any driver whose performance as a driver is determined to be unsatisfactory by the State.

**A.16. Amend P-37 by adding "SAFETY REQUIREMENTS" as section 33:**



33. **SAFETY REQUIREMENTS.** All project vehicles shall be inspected and certified by the Department of Safety and shall meet all applicable Federal Motor Vehicle Safety Standards and Federal Motor Carrier Safety Regulations as required by the United States Department of Transportation, and by the New Hampshire Department of Safety under RSA 266:72-a, in the purchase and operation of all project equipment.
- 33.1.1 The Contractor shall provide the State with full and prompt written notification of any accident involving any vehicle used in its services. In addition, the Contractor shall be responsible to report any accident in compliance with State law.
- 33.1.2 The Contractor shall submit to the State by February 15 of each year a report covering the previous year (January 1 through December 31), summarizing the results of its alcohol misuse prevention and anti-drug programs on FTA approved forms. This shall be in compliance with 49 CFR Part 655.
- 33.1.3 The Contractor shall submit any data/documentation related to FTA's Transit Asset Management or Public Transportation Agency Safety Plan purposes as required by NHDOT for compliance purposes.
- A.17. Amend P-37 by adding "**SERVICE LIMITATIONS**" as section 34:
34. **SERVICE LIMITATIONS.** The Contractor shall not engage in the provision of transportation services other than those described in Exhibit B, or outside the service area described in Exhibit B, without the written consent of the State and without obtaining the appropriate operating authority. The Contractor shall not engage in charter or school bus operations except as permitted by 49 CFR Parts 604 and 605, respectively.
- A.18. Amend P-37 by adding "**CONTRACTOR REPRESENTATIONS**" as section 35:
35. **CONTRACTOR REPRESENTATIONS.** Contractor warrants that with respect to the Services to be performed, it has obtained all licenses, permits, or approvals which are required by any law, order or regulation of any authority, state or federal, or which may be necessary for the performance of the Services hereunder. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform such Services and shall be properly licensed and authorized to perform such Services under all applicable laws.
- A.19. Amend P-37 by adding "**LABOR PROVISIONS**" as section 36:
36. **LABOR PROVISIONS.** The Contractor agrees to adhere to the terms and conditions of the Unified Protective Arrangement, Section 5333(b) of 49 USC 53 or as amended, incorporated herein for the protection of the employees of any employer providing transportation services assisted by this Agreement, and the employees of any other surface transportation providers in the transportation service area identified in Exhibit B.
- A.20. Amend P-37 by adding "**PATENT RIGHTS**" as section 37:
37. **PATENT RIGHTS.** If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under this Contract, which invention, improvement, or discovery may be patentable under the laws of the United States or any foreign country, the Contractor shall immediately notify the State and provide a detailed report. The rights and responsibilities of the Contractor and the State with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

A.21. Amend P-37 by adding "**BROKERAGE REPRESENTATION**" as section 38:

38. **BROKERAGE REPRESENTATION.** The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Contractor, to solicit or secure this Agreement; and that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, brokerage fee, gift, or contingent fee.

A.22. Amend P-37 by adding "**FTA FLOW DOWN REQUIREMENT**" as section 39

39. **FTA FLOW DOWN REQUIREMENT.** The Contractor shall give the State Contractor Administrator immediate written notification of any legal action or suit filed related in any way to the Contractor that may affect or result from the performance of duties under this agreement as set forth in Section 39(b) Flow Down Requirement of the Federal Transit Administration's Master Agreement. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**EXHIBIT B**  
**SCOPE OF SERVICES**

- B.1. The Contractor, Southwestern Community Services, Inc. (hereinafter the "Contractor"), will procure the following capital items for use in accordance with requirements associated with its Federal Transit Administration (FTA) Section 5339 Bus and Bus Facilities program funding within the State:
1. Two (2) ADA-accessible minivans, both of which are an eligible capital expense under Federal Transit Administration (FTA) guidelines. One minivan will be part of expansion service in Claremont and the other will be used to provide additional transportation for seniors and individuals with disabilities for the Sullivan County Regional Coordinating Council (RCC) region.
    - a. The contract will provide \$96,900.00 of FTA Section 5339 Bus and Bus Facilities Program funds for 85% of the total cost and up to \$8,550.00 of State capital funds not to exceed 7.5% of the total project cost. The Contractor will pay the remaining non-federal match (minimum 7.5% of the total project cost), estimated at \$8,550.00, for a total project cost of \$114,000.00.
  2. Two ADA-compliant bus shelters, one located in the City of Claremont, and one located in the Town of Newport. The cost of the shelters is an eligible capital expense under FTA guidelines and will protect riders from the elements.
    - a. The contract will provide \$16,000.00 of FTA Section 5339 Bus and Bus Facilities Program funds for 80% of the total cost and up to \$2,000.00 of State capital funds not to exceed 10% of the total project cost. The Contractor will pay the remaining non-federal match of (minimum 10% of the total project cost), estimated at \$2,000.00, for a total project cost of \$20,000.00.
- B.2. The Contractor will purchase, install, and maintain the capital items in compliance with all applicable Federal regulations and guidance including FTA Circular 4220.1F, "Third Party Contracting Guidance" as well as C5010.1E "Award Management Requirements" or most recent.
- B.3. The Contractor may submit a written request to the State's Contracting Officer to modify the type and/or quantity of capital purchases detailed in the scope and budget, provided that said changes are within the contract budget amount. Said written request must contain sufficient details to support and substantiate the requested change(s). Within 30 days of receipt of the Contractor's written request, NHDOT will provide a written decision to the Contractor as to whether approval is granted.
- B.4. The Contractor shall adhere to the terms and conditions applicable to State Capital Match.
1. State capital matching funds shall be used to provide a portion of the non-Federal Funds required to match Federal Transit Administration (FTA) capital funds for public transportation services provided by the Contractor.

**SOUTHWESTERN COMMUNITY SERVICES INC.  
EXHIBIT C  
BUDGET**

1. The Contract price, as defined in Section 1.8 of the General Provisions, is comprised of the FTA Section 5339 program portions of the eligible project costs as well as State Capital match funds. Federal and State funds are granted as follows:

| SFY 2022 FTA Section 5339 Capital Projects | Total Project Costs | Federal (FTA 5339) | State Capital Match | Local Agency Match |
|--|---------------------|--------------------|---------------------|--------------------|
| ADA minivans x 2                           | \$114,000           | \$96,900           | \$8,550             | \$8,550            |
| Bus shelters x 2                           | \$20,000            | \$16,000           | \$2,000             | \$2,000            |
| <b>Total Funding</b>                       | <b>\$134,000</b>    | <b>\$112,900</b>   | <b>\$10,550</b>     | <b>\$10,550</b>    |
| <b>Total Contract Funds</b>                |                     | <b>\$123,450</b>   |                     |                    |

- a. Funds are contingent upon Federal and State appropriations.
  - b. As applicable, State Capital funds are contingent upon the Contractors' acceptance of any State requirements associated with their utilization
2. The Contractor shall submit appropriate procurement documentation to the State for review and approval prior to any procurement. Upon approval, the Contractor may proceed with the procurement and submit an invoice to the NHDOT for reimbursement.
- a. The Contractor may seek reimbursement of project expenses in compliance with Federal guidance, including FTA Third Party Procurement guidelines per FTA Circular 4220.1F or most recent, and shall ensure that each invoice includes verification of sources of local agency matching funds and clearly states the amount of FTA 5339 funds and State Capital Match funds requested.

**SOUTHWESTERN COMMUNITY SERVICES INC.  
EXHIBIT D  
VEHICLE LIST**

|  |                   |
|--|-------------------|
| 2016 (Model Yr. 2017) Ford E450 10&2 Passenger Bus | 1FDEE3FS2HDC01149 |
| 2016 Ford E350 8 & 2 Passenger Bus #1723           | 1FDEE3FSXGDC57859 |
| 2017 #450 Ford 12 & 2 Passenger                    | 1FDPE4FS4HDC49297 |
| 2018 Ford E-450                                    | 1FDFE4FS9KDC07327 |
| 2019 Ford E450SD 12&2                              | 1FDPE4FS2KDC71435 |
| 2021 Ford E450 14&2 PO1076614                      | 1FDPE4FNOMDC14275 |
| 2021 Ford E-450 14&2 PO1076614                     | 1FDPE4FN9MDC18373 |

CERTIFICATE OF AUTHORITY

I, Kevin Watterson, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community Services Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 18, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

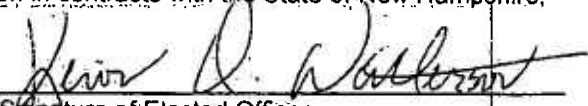
VOTED: That Beth Daniels, CEO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services Inc. to enter into contracts or agreements with  
(Name of Corporation/ LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/13/22

  
Signature of Elected Officer  
Name: Kevin Watterson  
Title: Chairman of the Board



# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. 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: 65514

Certificate Number: 0005755656



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/08/2022

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><br>Clark Mortenson Insurance<br>PO Box 606<br><br>Keene NH 03431                           |  | <b>CONTACT NAME:</b> Ana O'Donnell, CPIW, CIC<br><b>PHONE (A/C, No, Ext):</b> (603) 352-2121 <b>FAX (A/C, No):</b> (603) 357-8491<br><b>E-MAIL ADDRESS:</b> aodonnell@hilbgroup.com   |  |
| <b>INSURED</b><br>Southwestern Community Services Inc.<br>63 Community Way<br>PO Box 603<br>Keene NH 03431 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Philadelphia Indemnity Insurance Co. NAIC #: 18058<br><b>INSURER B:</b> Maine Employers Mut Ins Co. 11149<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 2022 to 2023      **REVISION NUMBER:**


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

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD / WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|----------------------|---------------|-------------------------|-------------------------|--|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                      | PHPK2431763   | 08/30/2022              | 06/30/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                    |                      | PHPK2431766   | 08/30/2022              | 08/30/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |                      | PHUB820679    | 06/30/2022              | 06/30/2023              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N             | 3102800768    | 04/01/2022              | 04/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| A        | <b>PROFESSIONAL LIABILITY</b>   |                      | PHPK2431763   | 08/30/2022              | 06/30/2023              | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$2,000,000   |

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

3a State: NH  
All officers included for coverage

**CERTIFICATE HOLDER**      **CANCELLATION**

|   |   |
|---|---|
| NH Department of Transportation Bureau of Rail & Tr<br>PO Box 483<br><br>Concord NH 03302 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

**FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Southwestern Community Services, Inc.

The Applicant certifies to the applicable provisions of all categories: (check here)

Or.

The Applicant certifies to the applicable provisions of the categories it has selected:

| Category   | Certification |
|--|---------------|
| 01 Certifications and Assurances Required of Every Applicant   | _____         |
| 02 Public Transportation Agency Safety Plans   | _____         |
| 03 Tax Liability and Felony Convictions  | _____         |
| 04 Lobbying  | _____         |
| 05 Private Sector Protections  | _____         |
| 06 Transit Asset Management Plan   | _____         |
| 07 Rolling Stock Buy America Reviews and Bus Testing   | _____         |
| 08 Urbanized Area Formula Grants Program   | _____         |
| 09 Formula Grants for Rural Areas  | _____         |
| 10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program | _____         |
| 11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs                            | _____         |

Certifications and Assurances

Fiscal Year 2022

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs \_\_\_\_\_
- 13 State of Good Repair Grants \_\_\_\_\_
- 14 Infrastructure Finance Programs \_\_\_\_\_
- 15 Alcohol and Controlled Substances Testing \_\_\_\_\_
- 16 Rail Safety Training and Oversight \_\_\_\_\_
- 17 Demand Responsive Service \_\_\_\_\_
- 18 Interest and Financing Costs \_\_\_\_\_
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations \_\_\_\_\_
- 20 Tribal Transit Programs \_\_\_\_\_
- 21 Emergency Relief Program \_\_\_\_\_

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Southwestern Community Services, Inc.

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by ETA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2022

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Beth Daniels Date: 02/07/22  
Name Beth Daniels, CEO Authorized Representative of Applicant

## FFY 2022 MASTER AGREEMENT

### ACKNOWLEDGEMENT OF RECEIPT

The Federal Transit Administration (FTA) Federal Fiscal Year 2022 Master Agreement requires recipients and subrecipients to comply with the requirements contained in the agreement in order to receive Federal funds. The language contained in the Master Agreement must be incorporated into the administration of the agreement my agency has with the New Hampshire Department of Transportation (NHDOT).

I acknowledge receipt of the FFY 2022 Federal Transit Administration (FTA) Master Agreement and understand this agreement is referred to in my agency's agreement with NHDOT by reference. The Master Agreement remains in force for the term of the agreement.

Southwestern Community Services, Inc.      06/21/22  
Name of Agency      Date

Beth Daniels, CEO      Beth Daniels  
Name of Authorized Official      Signature





**FTA and 2 CFR 200 Agreement**

*Name of Awarding Agency: Federal Transit Administration (FTA)*

*Name of Recipient Agency: New Hampshire Department of Transportation (NHDOT)*

*Name of Subrecipient Agency: Southwestern Community Services, Inc.*

Southwestern Community Services, Inc., shall comply with all applicable federal laws, regulations, and requirements as outlined in the most recent Federal Transit Administration (FTA) Master Agreement and Federal Certifications and Assurances. This award includes information required by 2 CFR Part 200 as follows:

**FTA award project description:** *(As required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))*

Amount: \$1,936,250.00

Catalog of Federal Domestic Assistance (CFDA) number: 20.526

FTA Award Name: FTA SECTION 5339 BUS & BUS FACILITIES PROGRAM

Federal Award Identification Number (FAIN): 1385-2022-1

Federal Award Date: TBD

**Contact information for sub-awarding official:**

Name: Michelle L. Winters Title: Director of Aeronautics, Rail & Transit

Email: Michelle.L.Winters@dot.nh.gov Phone: 603-271-1484

Is this award for research and development? No

NHDOT's cost rate for the federal award: N/A

**Subrecipient Information:**

Subrecipient Name: Southwestern Community Services, Inc.

Subrecipient SAM.GOV ID: HMUUXK8MBJC3

Name of authorizing subrecipient official: Beth Daniels

Title of authorizing subrecipient official: Chief Executive Officer

Federal Clauses: N/A

Master Agreement/Certifications and Assurances: Yes

Subrecipient Federal indirect cost rate: 12%

*(An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a De Minimis indirect cost rate as defined in §200.414 Indirect. (F&A) costs, paragraph (f)).*

**Subaward Period of performance:**

Start Date: 7/1/22 End Date: 6/30/23



**Total amount of FTA sub-award obligated by this action (contract/amendment):**

For FFY: 2022 Section: 5339 Amount: \$112,900.00

**Total amount of FTA sub-award committed to the subrecipient (original contract & amendments):**

For FFY: 2022 Section: 5339 Amount: \$112,900.00

**Pass-through requirements:**

The subrecipient, Southwestern Community Services, Inc., agrees to meet all requirement imposed by the pass-through entity (NHDOT) on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award.

The subrecipient, Southwestern Community Services, Inc., agrees to any additional requirements that the pass-through entity (NHDOT) imposes on the subrecipient in order for the pass-through entity (NHDOT) in order for the pass-through entity (NHDOT) to meet its own responsibility to the Federal awarding agency (FTA) including identification of any required financial and performance reports.

The subrecipient, Southwestern Community Services, Inc., agrees to permit the pass-through entity (NHDOT) and auditors to have access to the subrecipients records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and appropriate terms and conditions concerning closeout of the subaward.

Date: 10/12/22

Name of authorizing subrecipient official: Beth Daniels

Title of authorizing subrecipient official: Chief Executive Officer

Signature of authorizing subrecipient official: Beth Daniels

Internal Revenue Service  
District Director

Department of the Treasury  
P.O. BOX 9081  
J. F. KENNEDY POST OFFICE  
BOSTON, MA. 02203

Date: JAN 05 1979

Person to Contact:  
Marilyn Hamilton  
Contact Telephone Number:  
(617) 223-1498

Southwestern Community Services, Inc.  
40 Mechanic Street  
Keene, New Hampshire 03431

Date of Exemption: March, 1966  
Internal Revenue Code Section: 501(c)(7)

Gentlemen:

Thank you for submitting the information shown below. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,

  
H.B. Mosher  
District Director

Item Changed  
Name

From  
Sullivan and Cheshire  
County Community Action  
Associates

To  
Southwestern  
Community Services,  
Inc.

JUL 8 1974

Form **637**  
(Rev. July 1973)

### Registration for Tax-Free Transactions Under Chapter 32 of the Internal Revenue Code

For District Director's Use Only

Department of the Treasury  
Internal Revenue Service

This Application Should Also Be Used by Producers and Importers  
of Gasoline and Manufacturers of Lubricating Oil

No. 02-74-0051-I

|                      |   |  |
|----------------------|---|--|
| Please type or print | Name of individual, corporation, partnership, association, etc. | Social Security or Employer Identification Number<br>02-6013808  |
|                      | Name under which business is operated                           | Will you be required to file Form 720? <input type="checkbox"/> Yes <input type="checkbox"/> No                            |
|                      | Business address (Number and street)                            | File this application in duplicate with your District Director of Internal Revenue. See the instructions on pages 2 and 4. |
|                      | City, State, and ZIP code                                       |  |

Application is hereby made for a Certificate of Registry in the name(s) indicated above. The applicant is a:

Manufacturer    Producer    Importer    Wholesaler    Jobber    Selling or    Purchasing (specify type of product)  Retailer    Other (specify) \_\_\_\_\_

The applicant affirms that use of articles purchased or sold tax-free is to be for the exempt purposes specified in the applicable provisions of the law and regulations and understands that misuse of this certificate will lead to its revocation and/or the penalties provided by law.

See item 2 on page 2 and check applicable letter(s). I qualify as a:

a,  b,  c,  d,  e,  f,  g,  h,  i,  j,  k,  l,  m, and/or  n (other—specify) \_\_\_\_\_

Under the penalty of perjury, I declare that I have examined this application and to the best of my knowledge and belief it is true, correct, and complete.

Signature: William A. Harcells Title: Program Director Date: 7-1-74

#### District Director's Validation

A certificate of registry for the above applicant is approved and issued under the number shown.

Frank Murphy  
District Director of Internal Revenue

By: Russell E. Mersereau Date: 7-5-74  
Russell E. Mersereau, Chief, Review Staff

| FORM SF-SAC (03/25/2010)   |  | U.S. Dept. of Commerce - Economics and Statistics Administration - U.S. Census Bureau   |  |
|--|--|---|--|
| OMB No. 0607-0518. Approval Expires 03/31/2022   |  | ACTING AS THE COLLECTING AGENT FOR OFFICE OF MANAGEMENT AND BUDGET  |  |
| <b>Data Collection Form for Reporting on</b><br><b>AUDITS OF STATES, LOCAL GOVERNMENTS, INDIAN TRIBES,</b><br><b>INSTITUTIONS OF HIGHER EDUCATION, AND NONPROFIT ORGANIZATIONS</b><br><b>for Fiscal Period Ending Dates in 2019, 2020, or 2021</b> |  |   |  |
| <b>PART I: GENERAL INFORMATION</b>   |  | REPORT ID: 866844 VERSION: 1  |  |
| <b>1. Fiscal Period</b><br>a. Start Date: 6/1/2019 (MM/DD/YYYY)<br>b. End Date: 5/31/2020 (MM/DD/YYYY)   |  | <b>2. Type of Uniform Guidance Audit</b><br><input checked="" type="checkbox"/> Single audit<br><input type="checkbox"/> Program-specific audit   |  |
|  |  | <b>3. Audit Period Covered</b><br><input checked="" type="checkbox"/> Annual<br><input type="checkbox"/> Biennial<br><input type="checkbox"/> Other: Number of Months: <input type="text"/> |  |
| <b>4. Auditee Identification Numbers</b>   |  |   |  |
| a. Auditee Employer Identification Number (EIN): 02-6013808  |  | d. Auditee Data Universal Numbering System (DUNS) Number: 08-125-1381   |  |
| b. Are multiple EINs covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  | e. Are multiple DUNS numbers covered in this report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |
| c. If Part I, Item 4b is Yes, complete the attached Auditee EIN Continuation Sheet   |  | f. If Part I, Item 4e is Yes, complete the attached Auditee DUNS Continuation Sheet   |  |
| <b>5. Auditee Information</b>  |  | <b>6. Primary Auditor Information</b>   |  |
| a. Auditee Name: SOUTHWESTERN COMMUNITY SERVICES INC.  |  | a. Audit Firm/Organization Name: LEONE, MCDONNELL & ROBERTS, P.A.   |  |
| b. Auditee Address: 63 COMMUNITY WAY, KEENE, NH 03431-0603   |  | b. Audit Firm/Organization EIN: 02-0417217  |  |
| c. Auditee Contact: MEG FREEMAN, CFO   |  | c. Audit Firm/Organization Address: 61 SOUTH MAIN STREET, WOLFEBORO, NH 03804   |  |
| d. Auditee Contact Telephone: (603)719-4217  |  | d. Auditor Contact: JOHN D CALLAHAN, JR., SHAREHOLDER   |  |
| e. Auditee Contact E-mail: MFREEMAN@SCSHELPS.ORG   |  | e. Auditor Contact Telephone: (603)569-1953   |  |
|  |  | f. Auditor Contact E-mail: JCALLAHAN@LMRPA.COM  |  |
|  |  | g. Was a secondary auditor used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |
|  |  | h. If Part I, Item 6g is Yes, complete the attached Secondary Auditors Contact Information Sheet  |  |

**Southwestern Community Services, Inc. Board of Directors - Composition - 2021 -**

**CHESHIRE COUNTY**

**SULLIVAN COUNTY**

**CONSTITUENT  
SECTOR**

**Beth Fox**  
Assistant City Manager/  
Human Resources Director  
City of Keene

**Mary Lou Huffling**  
Fall Mountain Emergency Food Shelf  
Alstead Friendly Meals

**Brianna Trombi**  
Head Start Policy Council  
Parent Representative

**PRIVATE  
SECTOR**

**Kevin Watterson, *Chair/Secretary***  
Clarke Companies (*retired*)

**Anne Beattie**  
Newport Service Organization

**PUBLIC  
SECTOR**

**Jay Kahn**  
State Senator, District 10

**Kerry Belknap Morris, M.Ed.**  
Early Childhood Education  
River Valley Community College

**David Edkins**  
Walpole, NH

**Derek Ferland**  
Sullivan County Manager

**SCS Transportation**

**Key Personnel – NHDOT**

| Name           | Job Title                  | Salary    |
|----------------|----------------------------|-----------|
|                |                            |           |
| Meg Freeman    | Chief Financial Officer    | 95,929.60 |
| Keith Thibault | Chief Development Officer  | 87,796.80 |
| Beth Daniels   | Chief Operating Officer    | 71,000.00 |
| Teri Palmer    | Transportation Director    | 49,920.00 |
| Terri Curtis   | VDP Coordinator/Dispatcher | 40,123.00 |

**Beth Daniels**

**Experience**

**Southwestern Community Services, Inc., Keene, NH**

**Chief Operating Officer**

03/2016-Present

- Responsible for all day-to-day program operations of the agency
- Supervise Program Directors, including WIC, Energy, and Housing Stabilization
- Ensure that all state and federal regulations are followed while those in need receive a smooth delivery of service

**Director of Energy and Employment Programs**

10/2008 – 12/2016

- Oversee all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance, Weatherization, HRRP, CORE, and Assurance 16 as well as the employment programs Workplace Success, Work Experience Program, and WIA.

**Workforce Development Director**

11/2006 – 10/2008

- Supervise, direct, coach, and encourage staff of six within four programs
- Collaborate with agency staff, community members and state contract holders to achieve common goals, including agency name recognition and program success
- Perform all SCS Program Director tasks including PPRs and budget management

**Families @ Work Employment Specialist**

03/2006 – 11/2006

- Managed a caseload of fifty (50) clients throughout the Keene, Claremont, Concord, and Nashua areas
- Worked closely with staff from Southwestern Community Services, Inc. and Southern New Hampshire Services
- Gained a strong working knowledge of all SCS programs for referral purposes

**Second Start, Concord, NH**

**Career Development Specialist**

11/2004 – 03/2006

- Facilitated daily job-readiness classes and skill-building exercises
- Assisted participants with barrier resolution and the job search process
- Maintained participant records and completed reporting requirements
- Received ongoing training in teaching techniques and learning styles

**Nina's Family Daycare, Swanzey, NH**

10/2003 – 11/2004

**Daycare Provider**

- Responsible for meal planning, payment records, supplies, and activities
- Acquired CPR & First Aid certification

**Southwestern Community Services, Inc., Keene, NH**

**Case Manager, Homeless Services**

09/2002 – 10/2003

- Responsible for all daily operations of housing program, rules, and regulations
- Completed weekly and monthly progress reports
- Coordinated house meetings, workshops, case conferences, and life skills classes

**Case Manager, Welfare-to-Work**

05/2000 – 09/2002

- Provided job placement and retention services for caseload of forty (40) clients
- Gained working knowledge of Department of Health & Human Services, Immigration & Naturalization Services, community agencies, and SCS



**Education and Training**

|  |           |
|--|-----------|
| <b>Results Oriented Management &amp; Accountability (ROMA)</b>   | 2016-2017 |
| <b>Grant Writing Workshop</b><br>Cheshire County   | 05/2012   |
| <b>Nonviolent Crisis Intervention</b><br>Crisis Prevention Institute, Inc.   | 2012      |
| <b>Leadership Training</b><br>Tad Dwyer Consulting   | 2010-2011 |
| <b>Criticism &amp; Discipline Skills for Managers</b><br>CareerTrack   | 11/2007   |
| <b>How to Supervise People</b><br>CareerTrack  | 11/2007   |
| <b>Career Development Facilitator Training</b><br>National Career Development Association<br><i>120-hour NCDA training</i> | 09/2005   |
| <b>Certified Workforce Development Specialist</b><br>National Association of Workforce Development Professionals           | 06/2005   |
| <b>Infection Control &amp; Bloodborne Pathogens</b><br>Home Health Care  | 01/2003   |
| <b>Bachelor of Arts in Human Services</b><br>Franklin Pierce College<br><i>Graduated cum laude</i>                         | 05/2002   |

*References Available.*

## TERRI L. DAIGNAULT, VDP COORDINATOR/DISPATCHER

### PROFESSIONAL EXPERIENCE

VDP Coordinator and Morning Dispatcher  
Southwestern Community Services Transportation

Sept 2016 - Current

The Volunteer Driver Coordinator is responsible for developing and implementing a program for volunteer drivers within the Agency's transportation program. Reports directly to the Transportation Services Director this individual will recruit, train, schedule, and oversee volunteer drivers while working collaborating with other agencies that provide volunteer transportation for Sullivan County residents.

- Recruits, screens, trains, supervises, schedules, and evaluates volunteer drivers.
- Identifies and implements resources for training and motivating volunteers
- Maintains a roster of volunteers willing to provide services.
- Maintains accurate records, producing monthly and quarterly reports of volunteer activities as requested.
- Partners with area agencies to coordinate volunteer efforts in the region for optimum efficiency
- Plans and implements an annual volunteer recognition event.
- Coordinates the evaluation of the volunteer program including volunteer satisfaction surveys.
- Handles incoming contacts to the program and makes home visits as appropriate.
- Attends meetings and interfaces with other community groups and agencies as appropriate.
- Participates in the public relations efforts by making presentations to community groups.
- Other related duties as assigned.

The morning dispatcher directly supports SCS transportation programs. Responsible for a variety of activities including collecting, compiling, and distributing transportation reports on both public and volunteer transportation services; managing the Volunteer Driver Program; managing the bus drivers work schedule; coordinating the maintenance and repairs schedule for all buses. Provide Drug and Alcohol Reasonable Suspicion referral for testing, accidents response and documentation. Also provide dispatching and scheduling for bus transportation.

VDP Coordinator and Morning Dispatcher  
Community Alliance of Human Services

Feb 2012 - Sept 2016

Directly supported CAHS' transportation programs. Responsible for a variety of activities including collecting, compiling, and distributing transportation reports on both public and volunteer transportation services; managing the Volunteer Driver Program; managing the bus drivers work schedule; coordinating the maintenance and repairs schedule for all buses and serve as a Drug & Alcohol Safety Officer.

Twin State Speedway

July 2007 - April 2012

Sales, all aspects from dealing with customers, sales/ticket booths, training, overseeing of all ticket takers, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites.

Fleury's Sales

Aug 2010 - Feb 2012

Sales, all aspects from dealing with customers, taking payments to selling cars, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites

Jiffy Mart

Aug 2007 - Jan 2010

Worked as Assistant Manager, cashier, stocking, daily paperwork, invoices, ordering and receiving of stock. Training of new employees, opening and closing of store. Was responsible for daily deposits. Worked and trained in all areas of store, food preparations.

Hodgdon Sales

Aug 1988 - Sept 1996

Worked as cashier, stocking, ordering, and receiving of stock. Trained new employees, payroll, invoicing, billing, answering phones, dealing with the public. Set up new store fronts. Helped with auctions, scribing and any other duties as needed.

Margaret Freeman

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Experience

2000 – Present

Southwestern Community Services Inc.  
Keene, NH

Chief Financial Officer (2014 – present)

Supervising the quality of accounting and financial reporting of SCS; a Community Action Agency. Total funding of \$18 million; federal, state and local funding sources. Primary responsibilities include overseeing the accounting functions, implementation and monitoring of internal controls, reporting financial position to the Board of Directors, preparation of the annual A-133 audit, member of agency's Senior Staff.

Fiscal Director (2000-2014)

Responsible to lead and manage the daily operations of the Fiscal Department of SCS. Primary duties include budget preparation and analysis, financial statement preparation and audit coordination.

1993 –2000

Emile J. Legere Management Corp  
Keene, NH

Accountant

Provided bookkeeping for real estate management/development corp. Managed 16 affordable housing properties. Responsible for cash management, general ledger, A/P, A/R, financial statement prep, and audit prep. Leasing Manager of large commercial/retail property responsible for lease management and marketing of over 30 retail spaces.

Education

Leadership New Hampshire, Graduate 2011

Plymouth State University, Plymouth, NH  
M.B.A., 1999

Keene State College, Keene, NH

B.S., Management, 1991; concentration Mathematics and Computer Science

**Keith F. Thibault**  
**kthibault@scshielps.org (e-mail)**

**(603) 719-4208 (work)**

**Skills Summary**

- Effective "hands-on" manager with proven supervisory experience.
- Honest, dependable and self-motivated.
- Strong written and oral communicator with PC skills & experience.
- Detail oriented, highly organized, flexible and hard-working.
- Able to effectively coordinate multiple projects and tasks.

**Experience**

***Southwestern Community Services, Inc., Keene, New Hampshire***

**Housing Director – October, 1993 to December 1998**

**Director of Housing & Economic Development – January 1999 to June 2001**

**Development Director - July 2001 to August 2007**

**chief development officer – September 2007 - Present**

Primarily responsible for the acquisition, development and financing of over 450 units of affordable housing, five Head Start pre-school facilities and 100,000 square feet of commercial space in fourteen communities in southwestern New Hampshire. Member of the agency's Senior Staff. The chief development officer position has grown to include all economic, program and philanthropic development activities within this very dynamic Community Action Agency. The position also includes the responsibility to represent the organization at numerous community events and on local, state and regional boards. Highlights as Housing Director included the development of a comprehensive Property Management component that currently maintains and manages all agency owned real estate; successful administration of a federal HOPE 3 first time home buyer program in Sullivan County as well as being the recipient of many awards for the development of historically significant properties.

**Rural Housing Improvement, Winchendon, Massachusetts**

**Director of Home Ownership and Housing Counseling - June 1993 to October, 1993**

This Program Director position consists primarily of the administration of a \$500,000 HOPE III Implementation grant, HOME funding for First-time Home Buyers of \$250,000, coordination of a State Finance Authority approved Home Buyer Education course, management of several government property disposition programs (FDIC, RTC and Fannie Mae), several rehabilitation programs, as well as all housing counseling activities for the component. Staff supervised include two Housing Developers, one or more Rehabilitation Specialists, one or more Housing Counselors as well as support staff.

**Assistant Director for Administration/Leased Housing - April 1998 to May 1993**

Administration of a nearly two thousand household Section 8 Rental Assistance program comprised the overall scope of this position. Primary responsibilities included the disbursement of nearly nine million dollars annually in Housing Assistance Payments to more than eleven hundred landlords, direct day-to-day supervision of eight staff, liaison work with all other Agency components as well as accurate record keeping per HUD regulations. Highlights included the creation of Agency Family Self-Sufficiency Program (FSS) and serving on a statewide Project Coordinating Committee for FSS. I also represented RHI on several committees of our State Housing Association as well as serving on several in-house committees focusing on employee benefits, performance evaluations and the rewriting of Agency job descriptions to conform to the American Disabilities Act.

**Program Representative/Leased Housing - September 1986 to April 1998**

Responsible for the administration and management of a two hundred-plus household caseload. Duties included initial and annual inspections of all units, rent negotiation and general file maintenance. Position required an unusually high degree of organizational, interpersonal and technical skills. Thorough knowledge of market area, Federal Housing Quality Standards and HUD Section 8 regulations were required.

**Education**

**University of Massachusetts at Amherst**  
**Bachelor of Arts cum laude - 1983**

- Major: Economics with emphasis on Labor Economics
- Minor: Political Science with emphasis on local government
- Served a one-year paid internship with the University's Housing Administration, which led to becoming the Assistant Director of the program during my junior year.
- Completed a full semester academic internship serving as an assistant to the Town Manager of Action, Massachusetts.
- Took advanced courses in Economics and Latin through the Liberal Arts Honors Program

**Civic and Other Activities**

- Former Big Brother volunteer, Keene
- Current Co-Chair of Heading for Home, our Regional Housing Coalition
- Current co-chair of the Southwestern Region Planning Commission's Economic Development Advisory Committee
- Former volunteer at McKerley Health Care Center, Keene
- Former Chair of the Board of Directors for the Keene Day Care Center
- Current elected Vice Chairman of the Swarzey Zoning Board of Adjustment.
- Current founding board member and Chairperson of the Monadnock Collaborative, a 501(c) (3) organization formed to provide regional information and supported referral services.
- Dedicated husband and involved father of three children ages twenty-two, twenty and eight.

References available upon request.