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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
June 7, 2021

REQUESTED ACTION

Authorize the Department of Transportation to enter into an agreement with the Cooperative Alliance for Seacoast Transportation, (Vendor 155553), Dover, New Hampshire, for an amount not to exceed $850,364.00 for coordinated transportation services for seniors and individuals with disabilities, and State operating match for public transit services in the NH Seacoast region, for the period of July 1, 2021 through June 30, 2023, effective upon Governor and Executive Council approval. 92% Federal Funds, 8% General Funds.

Funding for this agreement is contingent upon the availability of funds in Fiscal Year 2022 and Fiscal Year 2023; with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified.

	FY 2022	FY 2023
04-96-96-964010-2916 Public Transportation 072-500575 Grants to Non-Profits-Federal	$390,400.00	$390,400.00
04-96-96-964010-2916 Public Transportation 073-509074 Grant Non-Federal	$34,782.00	$34,782.00

EXPLANATION

Cooperative Alliance for Seacoast Transportation (COAST) has been awarded funding from the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) program in the amount of $780,800.00 to provide expanded transportation services in the Region 10 Southeast Region Coordinating Council (RCC) service area.

This agreement includes Federal COVID relief funding including the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted March 27, 2020, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) enacted December 27, 2020, and the American Rescue Plan (ARP) Act enacted March 11, 2021. The FTA apportioned funding to all states to support operating, capital, and other expenses generally eligible under the FTA Section 5311 Rural Area Formula Program and Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities

Program. This request includes formula and relief funds from each of the aforementioned funding programs as well as State general funds to assist in meeting the non-federal match requirements. COAST will act as the lead agency to ensure the provision of accessible demand response transportation services for seniors and individuals with disabilities within the region, and will support mobility management and strategic planning activities in cooperation with the Region 10 Southeast Region Coordinating Council.

The Section 5310 RCC funds were allocated by region according to a formula based on regional populations of residents over 65 and those between the ages of 5-64 with disabilities. Each individual RCC was responsible for conducting its own project solicitation, evaluation, and prioritization and then submitting one regional application for eligible Section 5310 RCC projects through an approved lead agency. Southeast Region Coordinating Council designated the COAST as the lead agency for Region 10 and tasked the COAST with applying for Section 5310 RCC funds on behalf of Region 10. As required by FTA, all projects are identified in a locally developed coordinated public transit–human services transportation plan.

The Department's approved FY 2022 and FY 2023 budgets includes $200,000.00 of State Funds per year to assist 10 public transit systems with matching FTA operating funds. The State Funds will be distributed to transit systems based on three ridership tiers and will be distributed as follows:

Category	Agency	Ridership	SFY 2022	SFY 2023
Tier 1: Less than 50,000 Rides				
	TCCAP- North Country Transit	26,319	$8,696.00	$8,696.00
	TCCAP- Carroll County Transit	1,720	$8,696.00	$8,696.00
	Southwestern Community Services	18,007	$8,696.00	$8,696.00
	VNA @ HCS (Keene City Express)	23,014	$8,696.00	$8,696.00
	CART (an MTA service)	11,607	$8,696.00	$8,696.00
		Subtotal	**$43,480.00**	**$43,480.00**
Tier 2: 50,000 to 200,000 Rides				
	BMCAP- Concord Area Transit	71,177	$17,392.00	$17,392.00
		Subtotal	**$17,392.00**	**$17,392.00**
Tier 3: Over 200,000 Rides				
	Advance Transit	630,023	$34,782.00	$34,782.00
	Manchester Transit Authority (MTA)	309,983	$34,782.00	$34,782.00
	City of Nashua (Nashua Transit)	340,677	$34,782.00	$34,782.00
	COAST	330,800	$34,782.00	$34,782.00
		Subtotal	**$139,128.00**	**$139,128.00**
Total Ridership Distribution			**$200,000.00**	**$200,000.00**

The eight agencies that operate the 10 public transit systems will receive state operating funds in the amounts listed above. The state funds will assist public transit systems in meeting the non-federal match requirements and will provide financial support for New Hampshire's public transit services. Non-federal

matching funds of at least 50% are required for transit operations. COAST is included in the Tier 3 ridership category and will receive a total of $69,564.00 or $34,782.00 per year.

COAST, in conjunction with its regional partners as applicable, will provide the remaining required non-federal matching funds. Stimulus funding supported by FTA at 100% in the form of CARES, CRRSAA, and ARP will be utilized by drawing against the CARES balance first and then CRRSAA and ARP funds. In the event that Federal Funds become unavailable, additional general funds will not be requested to support this program.

The agreement has been approved by the Attorney General as to form and execution. 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 the Department of Transportation.

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

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Transportation		1.2 State Agency Address PO Box 483, 7 Hazen Dr., Concord, NH 03302-0483	
1.3 Contractor Name Cooperative Alliance for Seacoast Transportation, DBA: COAST		1.4 Contractor Address 42 Sumner Drive, Dover, NH 03820-5451	
1.5 Contractor Phone Number 603-743-5777	1.6 Account Number 04-96-96-964010-2916-072-500575	1.7 Completion Date June 30, 2023	1.8 Price Limitation $850,364.00
1.9 Contracting Officer for State Agency Michelle Winters, Administrator, Bureau of Rail & Transit		1.10 State Agency Telephone Number 603-271-2468	
1.11 Contractor Signature Date: 5/7/21		1.12 Name and Title of Contractor Signatory Ron Nichols, Executive Director	
1.13 State Agency Signature Date: 5/19/2021		1.14 Name and Title of State Agency Signatory Patrick C. Herlihy Director Aeronautics, Rail and Transit	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Alan B Greenstein On: 6/2/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials RN
Date 5/7/21

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 RCN

Date 5/7/21

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Contractor Initials KW
Date 5/7/21

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 RCN
Date 5/7/21

Contractor Initials RW
Date 5/7/24

COOPERATIVE ALLIANCE FOR SEACOAST TRANPORTATION, DBA: COAST
EXHIBITS TO CONTRACT

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

FTA Certifications and Assurances

FTA Master Agreement

2 CFR Part 200
FTA Section 5310

Social Service Documents to Include:
- 501 (c)
- Financial Report
- Board of Directors
- Key Personnel and Salaries
- Resumes

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION, DBA: COAST
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 50% of allowable operating costs less fare revenues plus 80% of allowable administrative and capital costs. Contracted Services and Mobility Management costs are identified in Exhibit B. 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 In the event that revenues exceed the total allowable costs, said revenues in excess of total allowable costs shall be placed in an interest-bearing account within 30 days of the Completion Date and made available to the State upon demand.

5.7 The Contractor shall submit a request for payment to the State on a form specified by the State on a monthly or quarterly basis, 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.

5.8 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.

5.9 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. Contract reimbursements shall not exceed 50% of the total contract amount in any given quarter.

5.10 Final Payment. 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. "DATA/ACCESS/CONFIDENTIALITY/PRESERVATION" by adding the following:

9.4 The following restrictions apply to all subject data first produced in the performance of this agreement:

a) 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.

b) 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.

9.5 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 date derived under this Agreement or a copy of the data first produced under this Agreement.

9.6 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.

9.7 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.

9.8 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.

9.9 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.5. Amend P-37 Section 10. "TERMINATION" by adding the following:

10.1 The termination report must be accepted by the State and the Federal Transit Administration (FTA) prior to final payment.

10.2 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.

10.3 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.

10.4 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.6. Amend P-37 Section 12. "ASSIGNMENTS/DELEGATION/SUBCONTRACTS" by adding the following:

12.1 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 by adding "DEFINITIONS" as Section 25:

25. DEFINITIONS

ALLOWABLE COSTS: Costs that are incurred in the performance of the Services described in Exhibit A 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/contracted services agreement, and excess matching funds that directly benefit the transportation service.

SECTION 5310: Section 5310 as codified within Federal transit laws in 1994, as amended. Title 49 U.S.C. 5310 authorizes the formula assistance program for the Enhanced Mobility of Seniors and Individuals with Disabilities Program and provides formula funding to states and designated recipients (recipients) to improve mobility for seniors and individuals with disabilities.

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

A.8. Amend P-37 by adding "ACCOUNTING, BOOKKEEPING AND REPORTING REQUIREMENTS" as Section 26:

.1. **Ledgers.** Contractor and/or subcontractor shall establish and maintain ledger sheets for each budget category. Entries shall be made and shall reflect the financial activities of the Contractor. The ledger sheet must be in a form approved by the State. The ledger will indicate the funds remaining in each line item of the Contract Budget at the beginning of each month. Entries shall be made on a running basis and carried over to the following month; that is, figures will be brought forward cumulatively. Contractor shall also prepare and submit to the State a profit and loss statement quarterly if such information is not provided with invoices.

.2. **Accounts Receivable.** Contractor and/or subcontractor shall deposit all revenue in an interest-bearing account with a banking institution in this State. Contractor shall prepare and maintain receipt vouchers for all revenue. Immediately upon receipt, Contractor and/or subcontractor shall credit all revenue to the appropriate receipt account. Contractor and/or subcontractor shall establish and maintain an Accounts Receivable Ledger. The receipt number appearing in the Ledger shall correspond to the receipt voucher number. A receipt voucher must be completed on a form approved by the State and shall identify each component of every deposit. All appropriate supporting documents for each deposit should be attached to the receipt voucher.

.3. **Payables.** Contractor and/or subcontractor shall prepare vouchers to document all expenditures of funds. The voucher shall include the following information and shall be prepared on a form approved by the State: The Division and account numbers from which the funds will be drawn, the date of expenditure, a voucher number running in sequence, and any appropriate comments supporting the expenditure of funds (e.g., invoices and payroll vouchers). All invoices received by the Contractor shall be checked for accuracy and allowability. Each invoice must be approved for payment by the Contract Manager or designee. Immediately upon payment, Contractor and/or subcontractor shall make entries

to the appropriate ledger sheets documenting payment. (Each subcontractor shall identify a Contract Manager).

.4. **Voucher and Receipt Register.** Contractor and/or subcontractor shall establish and maintain two registers that will contain a running total of all payable receipt vouchers. The registers will provide a summary of voucher or receipt numbers, amount and purpose of action. No self-designated abbreviations are to be used.

.5. **Check Register.** Contractor and/or subcontractor shall maintain a check register. This register is also considered a book of original entry, and is posted to the ledger immediately.

.6. **Time Sheet, Taxes, and Benefits.** Contractor and/or subcontractor shall require each of its employees funded in whole or in part via this contract to: 1) submit weekly time reports designating work performed and time spent on such work, or 2) be included in an indirect cost allocation plan approved by the cognizant Federal agency. The contractor shall summarize time reports by task and apply employee's rates of pay to the hours worked. The Contract Manager shall review completed and signed time reports, and cause them to be posted to the appropriate category in the general ledger. The Contractor shall maintain records of employee payroll and benefits and shall post this information to the appropriate category in the general ledger. The Contract Manager shall ensure that all payments are on a timely basis.

.7. **Reimbursements.** On a monthly or quarterly basis, the Contractor shall submit a description of Contract activities, in a format as required by the State. Should the Contractor show a profit for any month/quarter, the Contractor shall apply the amount of profit against subsequent reimbursement requests. The Contractor shall agree to provide information in addition to the monthly narrative at such times and in such manner as the State may require, and to prepare any reports which may be requested by the State including but not limited to a final or termination report if operations cease.

.8. **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.

.9. **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.

.10. **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.

.10.1. 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.

.11. The Contractor shall submit quarterly performance, drug and alcohol, and charter activity reports within 30 days of the end of each quarter and shall submit any forms, information or reports required by the State to complete the FTA's National Transit Database (NTD) reporting.

A.9. 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:

a. 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.

b. All other equipment with a cost in excess of five hundred ($500) per unit shall be purchased by the Contractor subject to the prior approval of the State.

c. 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.

d. In the event that this agreement is terminated, all project equipment and property becomes 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.10. 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 Contract 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 30th.

A.11. Amend P-37 by adding "TRAINING AND DRIVER REVIEW" as section 32:

32. **TRAINING AND DRIVER REVIEW.** 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.12. 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.13. 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.14. 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.15. 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.

Rev 5/05/2021

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION, DBA: COAST
EXHIBIT B
SCOPE OF SERVICES

1. The Contractor, Cooperative Alliance for Seacoast Transportation, (hereinafter the "Contractor") will provide transportation services as described in its Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Regional Coordinating Council (RCC) grant application to the New Hampshire Department of Transportation, Bureau of Rail and Transit (hereinafter "NHDOT"). The Contractor will serve as the lead agency for Region 10 Southeast for FTA Section 5310 RCC funds to provide accessible transportation services to seniors and individuals with disabilities in cooperation with the Region 10 Southeast RCC. This project is for the time period July 1, 2021 – June 30, 2023. The Contractor's grant application is hereby incorporated by reference and made part of this agreement. The Contractor agrees to provide all services indicated in the grant application unless modified per this agreement.

2. The following terms and conditions apply to all of the FTA Section 5310-funded services for seniors and individuals with disabilities provided by Contractor pursuant to this agreement:

   a. Mobility management activities, and as applicable, transportation services, subcontractors, and maximum reimbursement rates, shall consist of those submitted in the Contractor's 5310 Regional Coordinating Council (RCC) application or as subsequently modified by NHDOT through written notification to the Contractor. Further amendments to mobility management activities, transportation services, subcontractors, and/or maximum reimbursement rates require RCC approval, as documented in official minutes, as well as written approval from the Commissioner.

   b. Eligible Regional Mobility Manager expenses shall be limited to those directly related to the position's role as described within the 2016 New Hampshire Statewide Coordination of Community Transportation Services Plan, hereby incorporated by reference. Roles may be further modified based on those recommended by the Statewide Coordinating Council (SCC) and approved in writing by the Commissioner.

   c. All services provided shall conform to FTA Section 5310 guidelines. Per FTA requirements, the Contractor shall be responsible for oversight of subrecipients and contractors relative to FTA requirements.

   d. The Contractor shall ensure the provision of ADA accessible services within the RCC region. Any marketing materials, brochures, and other service information shall describe it as ADA-accessible. It is acceptable for a subcontractor/lower-tier subrecipient that does not utilize accessible vehicles to contract with an accessible provider in order to meet this requirement.

e. The Contractor must fulfill its contractual obligations and provide its scope of services throughout the contract period regardless of mobility management expenses exceeding the maximum allowed to be reimbursed.

f. The Commissioner may require the Contractor to provide additional transportation services or to reduce transportation services provided under this contract. Any alterations to such transportation services shall be submitted in writing by the Commissioner to the Contractor. The Contractor shall implement the alterations within thirty (30) days unless another timeframe is agreed to by the Commissioner and the Contractor.

g. Services shall last the entire contract period. As necessary, the Contractor shall establish trip priorities to ensure funds are not expended prematurely.

3. The following terms and conditions apply to State Operating funds:

a. State operating matching funds shall be used to provide a portion of the non-Federal Funds required to match Federal Transit Administration (FTA) operating funds for public transportation services provided by the Contractor and as further detailed on the Contractor's website.

b. Reimbursement of state operating funds shall be requested as one lump sum per State Fiscal Year. However, should the need for non-Federal matching funds in a given month be insufficient to fully draw down the entirety of the state operating funding, monthly requests will be acceptable until the state operating funds are fully expended.

c. The Contractor's submitted invoices shall indicate the month(s) for which the state operating matching funds are being applied, the amount of FTA funds the state operating matching funds are leveraging, and the FTA grant number from which the Contractor will draw down the FTA funds.

d. State operating match funding is available based on the availability of State funds.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION, DBA: COAST
EXHIBIT C
BUDGET

I. The Contract price, as defined in Section 1.8 of the General Provisions, are the FTA Section 5310 portion of the eligible project costs. Federal (FTA) and State funds are granted as follows:

	SFY 2022	SFY 2023
FTA Section 5310		
Contracted Services	$160,381.00	$160,381.00
Mobility Management Activities	$165,019.00	$165,019.00
Regional Mobility Manager Position	$65,000.00	$65,000.00
Total FTA Section 5310 Funds	**$390,400.00**	**$390,400.00**
State Operating Funds	**$34,782.00**	**$34,782.00**
Total Contract Funds	**$425,182.00**	**$425,182.00**
Total Two-Year Contract Funds	**$850,364.00**	

a. Funds are contingent upon Federal and State appropriations.

I. Not less than fourteen days prior to the submission of the Contractor's first request for reimbursement, the Contractor shall submit to the Commissioner a budget incorporating all funds to be expended in the provision of services pursuant to this contract. Budget revisions may be made with written approval of the Commissioner. Unless otherwise advised by NHDOT, budget revisions may only request the transfer of funds within a category or between categories with the same matching ratio.

II. The Contractor may seek reimbursement for these funds by submitting a monthly or quarterly invoice for the total eligible expenses, less agency match as applicable, to NHDOT. The invoice must include verification of source(s) of matching funds and statements from service providers, as applicable, to support the request for matching funds.

III. Mobility management costs shall be itemized and include such information as required to support the request.

IV. The Contractor will verify that reimbursement is for non-Medicaid-eligible trips only.

V. For expenses other than contracted services, the Contractor may seek reimbursement only for eligible expenses listed in the budget and detail-of-cost form provided by the State, with the exception of funds specifically reserved, if any, and identified in "Specifically Programmed Funds," at the end of this Exhibit.

VI. At the sole discretion of the Commissioner, the Contractor may carry forward any

unexpended portion of the federal funds included in the Contract Price to a subsequent contract, if any, between the State and the Contractor.

COOPERATIVE ALLIANCE FOR SEACOST TRANSPORTATION, DBA: COAST
CERTIFICATE OF GOOD STANDING EXCEMPTION

Cooperative Alliance for Seacoast Transportation (COAST) does not need a Certificate of Good Standing because they are an established "public body" per RSA 239:2.

CORPORATE RESOLUTION

I, DAVE SANDMANN (name), **hereby certify** that I am a duly elected Officer of the Cooperative Alliance for Seacoast Transportation (COAST). I hereby certify the following is a true copy of a vote taken at a meeting of the duly authorized Executive Committee of the Board of Directors, duly called and held on May 7, 2021, at which a quorum of the Committee were present and voting.

> **VOTED:** That **Rad Nichols, Executive Director** is duly authorized to enter into contracts or agreements on behalf of COAST with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

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 to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this Certificate as evidence that the person listed above currently occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of the listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Date: 5/7/21

Attest: _____
Signature

Dave Sandmann, Chairman of the Board
Name & Title

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2021

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).

PRODUCER	CONTACT NAME: Carrie Morgan	
FIAI/Cross Insurance 1100 Elm Street	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: cmorgan@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Manchester NH 03101	INSURER A : National Interstate Ins. Co.	32620
INSURED	INSURER B :	
Cooperative Alliance for Seacoast Transportation, DBA: COAST	INSURER C :	
42 Sumner Drive	INSURER D :	
	INSURER E :	
Dover NH 03820	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 20-21 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			GLR 0241805-00	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAR 0241805-00	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 250,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED / RETENTION $			EXR 0241805-00	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Excess Liability over the Auto Liability Per Occurrence			DDX 0241805-00	11/01/2020	11/01/2021	Limit Deductible	4,750,000 250,000

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

Confirmation of Coverage

CERTIFICATE HOLDER

NHDOT, Bureau of Rail and Transit
Attn: Paula Bennett
7 Hazen Drive, PO Box 483
Concord NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NHMTA
NEW HAMPSHIRE MOTOR TRANSPORT ASSOCIATION

P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: Cooperative Alliance for Seacoast Transportation **Certificate #:** 8
42 Sumner Drive
Dover, NH 03820

is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	☐ Continuous*			
	☐ Extended			
	☐ Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: ☐ If yes, describe under Description of Operations below	01/01/2021-01/01/2022	P000843NHMTA2021	Bodily Injury By Accident	$1,000,000
			Bodily Injury by Disease Policy Limit	$1,000,000
			Bodily Injury by Disease Each Person	$1,000,000
Description of Operations:				
ADDITIONAL COMMENTS:				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

NHDOT, Bureau of Rail and Transit
7 Hazen Drive
PO Box 483
Concord, NH 033020483

Authorized Representative

Concord, NH	603-224-7337	03/02/2021
Office	Phone Number	Date Issued

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2021

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).

PRODUCER
FIA/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Carrie Morgan
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: cmorgan@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Interstate Ins. Co.	32620
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cooperative Alliance for Seacoast Transportation, DBA: COAST
42 Sumner Drive
Dover NH 03820

COVERAGES CERTIFICATE NUMBER: 20-21 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Employee Dishonesty			GLR 0241805-00	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
							Employee Dishonesty	$ 500,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAR 0241805-00	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 250,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical Payments	$ 5,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EXR 0241805-00	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Excess Liability over the Auto Liability Per Occurrence			DDX 0241805-00	11/01/2020	11/01/2021	Limit Deuctible	4,750,000 250,000

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

Public Officials Liability
POL0951408-02
11/01/2020 - 11/01/2021
Indian Harbor Insurance Co
Limit: $1,000,000

CERTIFICATE HOLDER

NHDOT, Bureau of Rail and Transit
Attn: Paula Bennett
7 Hazen Drive, PO Box 483
Concord NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00124532

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of __

AGENCY		NAMED INSURED
FIAI/Cross Insurance		Cooperative Alliance for Seacoast Transportation
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Abuse & Molestation Liability
SML02281A20
11/01/2020 - 11/01/2021
Lloyd's of London
Limit: $1,000,000

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NHMTA
NEW HAMPSHIRE MOTOR TRANSPORT ASSOCIATION

P.O. Box 3898
Concord, NH 03302-3898
(603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: Cooperative Alliance for Seacoast Transportation **Certificate #:** 8
42 Sumner Drive
Dover, NH 03820

is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*			
	Extended			
	Policy Term			
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: ☐ If yes, describe under Description of Operations below	01/01/2021-01/01/2022	P000843NHMTA2021	Bodily Injury By Accident	$1,000,000
			Bodily Injury by Disease Policy Limit	$1,000,000
			Bodily Injury by Disease Each Person	$1,000,000
Description of Operations:				
ADDITIONAL COMMENTS:				

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

NHDOT, Bureau of Rail and Transit
7 Hazen Drive
PO Box 483
Concord, NH 033020483

Authorized Representative

Concord, NH	603-224-7337	03/02/2021
Office	Phone Number	Date Issued

FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: Cooperative Alliance for Seacoast Transportation

The Applicant certifies to the applicable provisions of categories 01–21. _____

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	✓

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	Construction Hiring Preferences	✓
20	Cybersecurity Certification for Rail Rolling Stock and Operations	
21	Tribal Transit Programs	

FEDERAL FISCAL YEAR 2021 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2021)

AFFIRMATION OF APPLICANT

Name of the Applicant: Cooperative Alliance for Seacoast Transportation

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 federal fiscal year 2021, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2021.

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

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 _____ Date: 1/26/21

Name Rad Nichols Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Cooperative Alliance for Seacoast Transportation

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 1/27/21

Name Douglas Mansfield, Esq. Attorney for Applicant
Donahue, Tucker & Ciandella, PLLC

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

FFY 2021 MASTER AGREEMENT

ACKNOWLEDGEMENT OF RECEIPT

The Federal Transit Administration (FTA) Federal Fiscal Year 2021 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 2021 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.

Cooperative Alliance for Seacoast Transportation
Name of Agency

February 11, 2021
Date

Rad Nichols, Executive Director
Name of Authorized Official/Title

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: **Cooperative Alliance for Seacoast Transportation, DBA: COAST**

COAST, 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: **Cooperative Alliance for Seacoast Transportation, DBA: COAST**
Catalog of Federal Domestic Assistance (CDFA) number: 20.513
FTA Award Name: FTA SECTION 5310 (COMBINED) RCC PROGRAM APPLICATIONS
Federal Award Identification Number (FAIN): **1385-2021-4**
Federal Award Date: **TBD**

Contact information for sub-awarding official:
Name: Patrick C. Herlihy Title: Director of Aeronautics, Rail & Transit
Email: Patrick.C.Herlihy@dot.nh.gov Phone: 603-271-2449
Is this award for research and development? No
NHDOT's cost rate for the federal award: N/A

Subrecipient Information:
Subrecipient Name: **Cooperative Alliance for Seacoast Transportation, DBA: COAST**
Subrecipient DUNS number: **5905067**
Subrecipient SAM.GOV registration: 5QLH6
Name of authorizing subrecipient official: Rad Nichols
Title of authorizing subrecipient official: Executive Director
Federal Clauses: N/A
Master Agreement/Certifications and Assurances: Yes
Subrecipient Federal indirect cost rate: N/A
(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: 7/1/21 End Date: 6/30/23

Total amount of FTA sub-award obligated by this action *(contract/amendment)*:
For FFY: 2021 Section: 5310 RCC Amount: $780,800.00

Total amount of FTA sub-award committed to the *subrecipient* *(original contract & amendments)*:
For FFY: 2021 Section: 5310 RCC Amount: $780,800.00

Pass-through requirements:

The subrecipient, COAST, 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, COAST, 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, COAST, 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: May 7, 2021

Name of authorizing subrecipient official: Rad Nichols

Title of authorizing subrecipient official: Executive Director

Signature of authorizing subrecipient official: _____

Attachment #11
5310 RCC Grant SFY22/23
COAST/ACT

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

FINANCIAL STATEMENTS AND SUPPLEMENTAL DATA

FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

FINANCIAL STATEMENTS AND SUPPLEMENTAL DATA

FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

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F.G. BRIGGS, JR., CPA
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PRIVATE COMPANIES
PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

January 19, 2021

To the Board of Directors
Cooperative Alliance for Seacoast Transportation

Report on the Financial Statements
We have audited the accompanying financial statements of the Cooperative Alliance for Seacoast Transportation (a nonprofit organization), which comprise the statements of financial position as of September 30, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements. ,

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Cooperative Alliance for Seacoast Transportation as of September 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of grant expenditures are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated January 19, 2021, on our consideration of the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Cooperative Alliance for Seacoast Transportation's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cooperative Alliance for Seacoast Transportation's internal control over financial reporting and compliance.

F G Briggs Jr

F. G. BRIGGS, JR., CPA
PROFESSIONAL ASSOCIATION

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENTS OF FINANCIAL POSITION

SEPTEMBER 30, 2020 AND 2019

ASSETS

	2020	2019
Assets		
Cash and equivalents	$ 1,046,976	$ 868,437
Accounts receivable - grants	427,485	345,407
Accounts receivable - other	91,099	151,516
Prepaid expenses	37,397	77,267
Inventories	81,262	92,033
Structures and equipment, net	3,177,789	4,090,867
TOTAL ASSETS	$ 4,862,008	$ 5,625,527

LIABILITIES AND NET ASSETS

Liabilities		
Accounts payable	$ 66,684	$ 157,347
Accrued expenses	382,058	388,814
Refundable advances	44,479	50,791
TOTAL LIABILITIES	493,221	596,952
Net Assets		
Net assets without donor restrictions	4,368,787	5,028,575
Total Net Assets	4,368,787	5,028,575
TOTAL LIABILITIES AND NET ASSETS	$ 4,862,008	$ 5,625,527

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	2020	2019
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support		
Federal grants - operating and planning	$ 4,080,981	$ 3,341,403
State and local match - operating and planning	1,253,350	1,435,177
Ridership revenue	466,309	815,876
Advertising revenue	177,137	224,678
Other revenue	48,124	14,936
Interest income	3,440	4,517
Total Without Donor Restrictions Support	6,029,341	5,836,587
Expenses		
Program	6,086,725	5,827,675
Administration	714,954	925,801
Fundraising	20,610	24,574
Total Expenses	6,822,289	6,778,050
Change in Net Assets from Operations	(792,948)	(941,463)
Other Changes		
Federal grants - capital	121,600	130,898
Local match - capital	11,560	-
Total Other Changes	133,160	130,898
Change in Net Assets Without Donor Restrictions	(659,788)	(810,565)
Net Assets Without Donor Restrictions, Beginning of Year	5,028,575	5,839,140
Net Assets Without Donor Restrictions, End of Year	$ 4,368,787	$ 5,028,575

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENT OF FUNCTIONAL EXPENSES

SEPTEMBER 30, 2020

	Transit	Maintenance	Other Program	Total Program	Admin-istration	Fund-raising	Total Supporting Services	Total Expenses
Drivers' salaries	$ 1,278,915	$ -	$ -	$ 1,278,915	$ -	$ -	$ -	$ 1,278,915
Operations and administrative salaries	935,398	325,851	265,255	1,526,504	265,063	11,644	276,707	1,803,211
Payroll taxes	161,458	23,492	19,949	204,899	18,159	891	19,050	223,949
Benefits	356,402	88,940	69,292	514,634	86,059	3,218	89,277	603,911
Insurance and other fees	64,132	438,201	-	502,333	28,066	-	28,066	530,399
Advertising	16,918	-	32,514	49,432	84,164	-	84,164	133,596
Consulting services	3,177	70	-	3,247	88,389	-	88,389	91,636
Mechanical services	-	30,535	-	30,535	-	-	-	30,535
Other services	106,108	30,519	92,234	228,861	29,093	-	29,093	257,954
Facilities cleaning	86	8,034	-	8,120	11,760	-	11,760	19,880
Fuel/oil	320,430	-	-	320,430	-	-	-	320,430
Tires, parts and supplies	29,821	217,190	-	247,011	-	-	-	247,011
Occupancy	-	43,745	4,110	47,855	24,570	2,430	27,000	74,855
Dues and subscriptions	819	-	-	819	10,622	-	10,622	11,441
Travel and training	12,987	-	1,733	14,720	3,711	-	3,711	18,431
Telephone	11,947	1,292	-	13,239	4,250	-	4,250	17,489
Office supplies	49,348	200	17,460	67,008	24,538	2,427	26,965	93,973
Depreciation	1,005,099	23,064	-	1,028,163	36,510	-	36,510	1,064,673
Total Expenditures	$ 4,353,045	$ 1,231,133	$ 502,547	$ 6,086,725	$ 714,954	$ 20,610	$ 735,564	$ 6,822,289

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENT OF FUNCTIONAL EXPENSES

SEPTEMBER 30, 2019

	Transit	Maintenance	Other Program	Total Program	Admin-istration	Fund-raising	Total Supporting Services	Total Expenses
Drivers' salaries	$ 1,297,130	$ -	$ -	$ 1,297,130	$ -	$ -	$ -	$ 1,297,130
Operations and administrative salaries	839,664	308,651	289,368	1,437,683	256,380	13,796	270,176	1,707,859
Payroll taxes	157,281	22,464	22,139	201,884	17,700	1,055	18,755	220,639
Benefits	325,273	80,465	69,838	475,576	97,387	3,404	100,791	576,367
Employee separation	-	-	-	-	80,000	-	80,000	80,000
Insurance and other fees	69,064	399,864	-	468,928	28,519	-	28,519	497,447
Advertising	30,685	-	22,672	53,357	74,852	-	74,852	128,209
Consulting services	4,734	-	5,000	9,734	162,376	-	162,376	172,110
Mechanical services	-	88,986	-	88,986	-	-	-	88,986
Other services	25,573	2,441	46,629	74,643	15,145	-	15,145	89,788
Facilities cleaning	202	8,878	-	9,080	12,160	-	12,160	21,240
Fuel/oil	422,111	-	-	422,111	-	-	-	422,111
Tires, parts and supplies	44,511	150,844	-	195,355	-	-	-	195,355
Occupancy	-	38,283	14,280	52,563	24,030	2,970	27,000	79,563
Dues and subscriptions	1,844	-	1,356	3,200	5,827	-	5,827	9,027
Travel and training	14,025	668	6,289	20,982	7,487	-	7,487	28,469
Telephone	9,295	-	-	9,295	12,282	-	12,282	21,577
Office supplies	36,214	120	29,414	65,748	27,093	3,349	30,442	96,190
Depreciation	928,537	12,883	-	941,420	104,563	-	104,563	1,045,983
Total Expenditures	$ 4,206,143	$ 1,114,547	$ 506,985	$ 5,827,675	$ 925,801	$ 24,574	$ 950,375	$ 6,778,050

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30, 2020 AND 2019

	2020	2019
Cash Flows From Operating Activities		
Change in net assets	$ (659,788)	$ (810,565)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	1,064,673	1,045,983
(Increase) decrease in accounts receivable	(21,661)	(71,108)
(Increase) decrease in inventories	10,771	6,271
(Increase) decrease in prepaid expense	39,870	(43,304)
Increase (decrease) in accounts payable	(90,663)	87,120
Increase (decrease) in accrued expenses	(6,756)	104,637
Increase (decrease) in refundable advances	(6,312)	41,710
Total Adjustments	989,922	1,171,309
Net cash provided by (used for) operating activities	330,134	360,744
Cash Flows For Investing Activities		
Payments for the purchase of property and equipment	(151,595)	(161,250)
Net cash used for investing activities	(151,595)	(161,250)
Net increase (decrease) in cash and cash equivalents	178,539	199,494
Cash and equivalents, beginning of year	868,437	668,943
Cash and equivalents, end of year	$ 1,046,976	$ 868,437

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

NOTE 1: NATURE OF THE ORGANIZATION

Cooperative Alliance for Seacoast Transportation (COAST) is organized as a Public Nonprofit Corporation and was formed in 1982 to promote and provide public mass transportation for southeastern New Hampshire. The organization provides administrative, planning, para-transit, and coordination services. COAST receives approximately 68% of its funding directly from the federal government. The balance of its funding comes from local sources, primarily municipalities served by the transit routes.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with the Standards of Accounting and Financial Reporting for Not-for-Profit Organizations as promulgated by the American Institute of Certified Public Accountants. They are stated on the accrual basis and include all material accounts receivable and payable.

Recent Accounting Pronouncements

In August 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-14, "Presentation of Financial Statements of Not-for-Profit Entities." This standard requires that net assets be reported in two classes. It also requires the Organization to disclose qualitative information on how the entity manages its available liquid resources and the related liquidity risk. The Organization is required to provide qualitative information that communicates the availability of current financial assets on the date of the statement of financial position. This includes cash needs for general expenditures within one year of the date of the statement of financial position. The Organization is required to report information about all expenses, by nature and function, in one location. Lastly, the Organization elected to adopt ASU 2016-14 as of and for the year ended September 30, 2019.

Financial Statement Presentation

The Organization follows the recommendation of the Financial Accounting Standards Board as applicable to not-for-profit organizations. Under these standards, the Organization is required to report information regarding its financial position and activities according to two classes of net assets, as applicable: net assets with donor restrictions or net assets without donor restrictions.

Descriptions of the two net asset categories are as follows:

Net Assets with Donor Restrictions

The part of net assets of a not-for-profit entity that is subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net Assets without Donor Restrictions
The part of net assets of a not-for-profit that is not subject to donor-imposed restrictions (donors include other types of contributors, including makers of certain grants).

A donor-imposed restriction is a donor stipulation (donors include other types of contributors, including makers of certain grants) that specifies a use for a contributed asset that is more specific than broad limits resulting from the following:

a. The nature of the not-for-profit entity (NFP)
b. The environment in which it operates
c. The purposes specified in its articles of incorporation or bylaws or comparable documents for an unincorporated association.

The Organization reflects all resources used for operations as net assets without donor restrictions since any restricted revenues are generally received and spent in the same year.

Receivables
No allowance for doubtful accounts has been reflected since management believes all accounts receivable to be collectible. Accounts receivable will be considered delinquent based on the contractual terms of the agreement. COAST does not assess interest on outstanding or past-due balances.

Fixed Assets
Structures and equipment are stated at cost if purchased or fair market value if contributed. Depreciation is recorded on the straight-line method over a two to twenty-five year period. Expenditures for additions, renewals and betterments of buildings and equipment, unless of a relatively minor amount, are capitalized. Expenditures for maintenance and repairs are expensed as incurred.

Inventory
Inventory, which consists of fuel and bus parts, is stated at the lower of cost or market.

Income taxes
No income tax provision has been included in the financial statements of COAST since it is a not-for-profit entity exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. It has been classified as an organization that is not a private foundation. COAST has analyzed its tax positions and has determined that there are no unrecognized tax obligations to record.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash Equivalents
For purposes of the statement of cash flows, COAST considers all unrestricted, highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Functional Allocation of Expenses
The costs of providing various programs and supporting services are summarized on a functional basis in the statement of activities. Expenses are directly charged to the appropriate activity, where feasible. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, they may require allocation on a reasonable basis that is consistently applied. This basis included personnel cost allocations which are based on the estimates of time and effort.

Contributed Services
The value of contributed service of transit drivers is included in these statements. The value of contributed services of other volunteers is not reflected in these statements since there is no objective measurement available for such services.

Estimates
Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, and reported revenues and expenses.

Advertising
The Organization expenses advertising costs as incurred.

NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following reflects the Organization's financial assets as of the balance sheet date, reduced by amounts not available to meet cash needs for general expenditures within one year. The Organization's working capital and cash flows have variations during the year primarily due to the inconsistent collections of accounts receivable.

As part of the Organization's liquidity management plan, funds in excess of general requirements are invested in a money market account.

NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS (continued)

Financial assets at year-end:	2020
Cash and equivalents	$ 1,046,976
Accounts and grants receivable	518,584
Total	$ 1,565,560

NOTE 4: CONCENTRATION OF CREDIT RISK

COAST maintains two bank accounts with First Seacoast Bank that at times exceed the Federal Deposit Insurance Corporation (FDIC) limit of $250,000. At September 30, 2020, the bank balance was $856,974.

The majority of the funding for COAST is received directly from the Federal Government. Accounts receivable at September 30, 2020 includes $340,582 from the Federal Government and $86,903 from the State of New Hampshire.

NOTE 5: STRUCTURES AND EQUIPMENT

Structures and equipment consist of the following components at September 30, 2020 and 2019.

	2020	2019
Structures, land and leasehold improvements	$ 1,172,210	$ 1,085,910
Equipment, vehicles and furniture	8,449,020	9,584,517
Amenities and miscellaneous	598,309	527,083
	10,219,539	11,197,510
Accumulated depreciation	(7,041,750)	(7,106,643)
	$ 3,177,789	$ 4,090,867

Included in these figures are four vehicles which are not currently used in operations by COAST. The vehicles are used by community agencies in the provision of transit services for the elderly and disabled. COAST retains the title to these vehicles and would take possession of the vehicles if these services were to cease. The book value of these vehicles at September 30, 2020 and 2019 was $21,666 and $57,414, respectively.

NOTE 6: REFUNDABLE ADVANCES

COAST recognizes conditional income from grants as services are provided and conditions are met. Funds received in advance are recorded as refundable advances.

NOTE 7: OPERATIONS

Transit operation expenditures are detailed in the Supplemental Data "Grant Expenditures - Operating Grants." Costs are recorded in accordance with the FTA as set forth in its National Transit Database Uniform System of Accounts. Reimbursement rates are 50%, 80% or 100%. Preventive maintenance and facility expenses are included in maintenance.

NOTE 8: PENSION PLAN

COAST has a SIMPLE pension plan. The organization matches employee contributions up to three percent of salaries. The cost for the years ended September 30, 2020 and 2019, respectively, were $39,116 and $40,320.

NOTE 9: CONTINGENT LIABILITIES

COAST receives money from the federal government under grants. Under the terms of these grants, COAST is required to use the money within the grant period for purposes specified in the grant proposals. If the expenditures of the grant were found not to be in compliance with the proposal, COAST might be required to repay the grantor's funds. The federal government also has an interest in equipment purchased with federal funds. Because specific amounts, if any, have not been determined by grantor agency audits as of September 30, 2020, no provision has been made for this contingency.

NOTE 10: COLLABORATION

During the year ended September 30, 2009, COAST and Stafford Network (a nonprofit organization) formed a working committee known as the Alliance for Community Transportation (ACT) for the purposes of establishing and advancing a transportation brokerage network in the area. COAST has agreed to receive grant funding and provide human resource and oversight of the Manager of Coordination Planning and Operations. COAST also provides dispatch and operational support. Planning expenditures for this project in the amount of $350,087, and related revenue of $378,544, are included in the financial statements for the year ended September 30, 2020.

NOTE 11: LEASE COMMITMENTS

During the year ended September 30, 2015, COAST engaged in a lease for rental of its office facilities. For the years ended September 30, 2020 and 2019, the Organization incurred rent expense in the amount of $27,000 and was allotted contributions from the Lessor in the amount of $3,000. The lease also calls for the Company to pay a pro rata share of the utilities and internal maintenance and repairs. The lease agreement for the property expired on March 15, 2018 at which point a tenancy-at-will agreement began with the same terms of the original lease.

NOTE 12: SUBSEQUENT EVENTS

Subsequent events have been evaluated through January 19, 2021, which is the date the financial statements were available to be issued.

Beginning around March 2020, the COVID-19 virus was declared a global pandemic as it spread rapidly and still continues to spread. The virus has negatively affected the Organization's operations such as a reduction is transportation services offered to its riders. In addition, the Organization continues to spend additional funds on disinfectant and personal protective equipment for its employees and riders. The Organization received significant funds from the federal government which alleviated some of the losses due to the virus.

Future potential impacts caused by the virus may include additional disruptions or restrictions on the Organization's ability to serve its riders. However, the related financial impact and duration cannot be reasonably estimated at this time.

SUPPLEMENTAL DATA

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL DATA

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Grant Expenditures - Operating Grants

	Transit	Maintenance	Total Operations	Administration & Fundraising	Total Expenses
Drivers' salaries	$ 1,278,915	$ -	$ 1,278,915	$ -	$ 1,278,915
Operations and administrative salaries	935,398	325,851	1,261,249	276,707	1,537,956
Payroll taxes	161,458	23,492	184,950	19,050	204,000
Benefits	356,402	88,940	445,342	89,277	534,619
Insurance and other fees	64,132	438,201	502,333	28,066	530,399
Advertising	16,918	-	16,918	84,164	101,082
Consulting services	3,177	70	3,247	88,389	91,636
Mechanical services	-	30,535	30,535	-	30,535
Other services	106,108	30,519	136,627	29,093	165,720
Facilities cleaning	86	8,034	8,120	11,760	19,880
Fuel/oil	320,430	-	320,430	-	320,430
Tires, parts and supplies	29,821	217,190	247,011	-	247,011
Occupancy	-	43,745	43,745	27,000	70,745
Dues and subscriptions	819	-	819	10,622	11,441
Travel and training	12,987	-	12,987	3,711	16,698
Telephone	11,947	1,292	13,239	4,250	17,489
Office supplies	49,348	200	49,548	26,965	76,513
Depreciation	1,005,099	23,064	1,028,163	36,510	1,064,673
Total Expenditures	$ 4,353,045	$ 1,231,133	$ 5,584,178	$ 735,564	$ 6,319,742

Federal Match	
NH-90-x159	$ 27,658
NH-2017-009	976,374
NH-2020-002	1,644,295
NH-2020-005	1,049,962
Total Match	$ 3,698,289

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL DATA

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Grant Expenditures - Other Grants

	ACT Regional Coordination	Financial & Strategic Planning	Travel Demand Management	Total Operations
Administrative Expenditures				
Salaries	$ -	$ 24,025	$ -	$ 24,025
Payroll taxes	-	1,990	-	1,990
Advertising	411	-	-	411
Office supplies	-	12,375	-	12,375
Program Expenditures				
Salaries	188,873	-	52,357	241,230
Payroll taxes	13,622	-	4,337	17,959
Benefits	49,650	-	19,642	69,292
Advertising	2,408	-	29,695	32,103
Other services	90,417	-	1,817	92,234
Occupancy	2,973	-	1,137	4,110
Travel and training	1,733	-	-	1,733
Office supplies	-	-	5,085	5,085
Total Expenditures	$ 350,087	$ 38,390	$ 114,070	$ 502,547

Federal Match	
NH-2017-009	$ 10,987
NH-2020-002	110,980
	121,967
Pass-Through State of New Hampshire	
NH-1385-2019	260,725
Total Match	$ 382,692

See Notes to Financial Statements

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL DATA

FOR THE YEAR ENDED SEPTEMBER 30, 2020

Grant Expenditures - Capital Grants

Capital Expenditures		
Structures and improvements	$	125,605
Equipment		11,140
Software		14,850
Total Expenditures	$	151,595
Federal Match		
NH-90-x199	$	40,227
NH-2017-009		81,373
Total Match	$	121,600

See Notes to Financial Statements

Attachment #11
5310 RCC Grant SFY22/23
COAST/ACT

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUPPLEMENTAL REPORTS AND SUPPLEMENTAL SCHEDULES

FOR THE YEAR ENDED SEPTEMBER 30, 2020

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION
SUPPLEMENTAL REPORTS AND SUPPLEMENTAL SCHEDULES
FOR THE YEAR ENDED SEPTEMBER 30, 2020

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PRIVATE COMPANIES
PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

January 19, 2021

To the Board of Directors
Cooperative Alliance for Seacoast Transportation

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Cooperative Alliance for Seacoast Transportation (a nonprofit organization), which comprise the statement of financial position as of September 30, 2020, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 19, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Cooperative Alliance for Seacoast Transportation's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative Alliance for Seacoast Transportation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Cooperative Alliance for Seacoast Transportation's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet

important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Cooperative Alliance for Seacoast Transportation's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

F G Briggs Jr

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PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

January 19, 2021

To the Board of Directors
Cooperative Alliance for Seacoast Transportation

Report on Compliance for Each Major Federal Program

We have audited the Cooperative Alliance for Seacoast Transportation's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the Cooperative Alliance for Seacoast Transportation's major federal program for the year ended September 30, 2020. The Cooperative Alliance for Seacoast Transportation's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Cooperative Alliance for Seacoast Transportation's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Cooperative Alliance for Seacoast

Transportation's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Cooperative Alliance for Seacoast Transportation's compliance.

Opinion on Major Federal Program

In our opinion, the Cooperative Alliance for Seacoast Transportation complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2020.

Report on Internal Control Over Compliance

Management of the Cooperative Alliance for Seacoast Transportation is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audits of compliance, we considered the Cooperative Alliance for Seacoast Transportation's internal control over compliance with the types of requirements that could have a direct and material effect on its major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for its major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Cooperative Alliance for Seacoast Transportation's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the Cooperative Alliance for Seacoast Transportation as of and for the year ended September 30, 2020, and have issued our report

thereon dated January 19, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

F G Briggs Jr

F. G. BRIGGS, JR., CPA
PROFESSIONAL ASSOCIATION

SUPPLEMENTAL SCHEDULES

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

FEDERAL GRANTOR/PASS-THROUGH GRANTOR Program Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. Department of Transportation			
Direct Programs			
Federal Transit - Formula Capital Program	20.507		$ 204,126
Federal Transit - Formula Operating Program	20.507		2,337,865
COVID 19: Federal Transit - Formula Operating Program	20.507		1,399,865
Total Direct from Federal Transit			3,941,856
U.S. Department of Transportation			
Pass-Through Programs			
New Hampshire Department of Transportation			
Formula Operating Program	20.513	NH-1385-2019	260,725
Total Expenditures of Federal Awards			$ 4,202,581

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Cooperative Alliance for Seacoast Transportation under programs of the federal government for the year ended September 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Cooperative Alliance for Seacoast Transportation, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Cooperative Alliance for Seacoast Transportation.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(2) The Cooperative Alliance for Seacoast Transportation has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

The Schedule of Findings and Questioned Costs for the year ended September, 30, 2019, for the Cooperative Alliance for Seacoast Transportation did not include any findings relative to federal award programs.

COOPERATIVE ALLIANCE FOR SEACOAST TRANSPORTATION

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2020

SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of the Cooperative Alliance for Seacoast Transportation were prepared in accordance with GAAP.

2. No reportable conditions were disclosed during the audit of the financial statements.

3. No instances of noncompliance material to the financial statements of the Cooperative Alliance for Seacoast Transportation were disclosed during the audit.

4. No reportable conditions were disclosed during the audit of internal controls over major federal award programs.

5. The auditor's report on compliance for the major federal award program for the Cooperative Alliance for Seacoast Transportation expresses an unmodified opinion on all major federal programs.

6. There were no audit findings relative to the major federal award program for the Cooperative Alliance for Seacoast Transportation.

7. The program tested as a major program was transit operations - the provision of bus transportation, CFDA number 20.507.

8. The threshold for distinguishing Types A and B programs was $750,000.

9. The Cooperative Alliance for Seacoast Transportation was determined to be a low-risk auditee.

Attachment #13
5310 RCC Grant SFY22/23
COAST/ACT

Key Project Personnel and Salaries

Jeff Donald, $64,978 budgeted for SFY22, $65,627 budgeted for SFY23

JEFF DONALD

83 Middle Road
Brentwood, NH 03833

(603) 793-9768
jdonald@protonmail.com

PROFESSIONAL EXPERIENCE

COAST, Dover, NH — 2013 – Present
Regional Mobility Manager

- Manage TripLink, a regional call center that handles ride requests from seniors and individuals with disabilities on behalf of ACT, COAST, Ready Rides, Rockingham Nutrition & Meals on Wheels, and the Community Action Partnership of Strafford County. Recruit additional partner agencies to reduce overhead costs and provide seamless service for transportation users. Develop business rules and policies for new partners. TripLink's service partners provided over 27,000 rides in FY20.
- Provide staff support for the multi-agency Regional Coordination Council for Community Transportation for Southeastern NH (Alliance for Community Transportation), including setting the agenda and moderating council discussions. Regional Coordination Councils around the state work to improve their regions' transportation networks by helping transportation providers coordinate and collaborate. Our region's work if often highlighted for the success of TripLink, a regional transportation call center.
- Manage a $500,000 budget, including applying for federal grants. Apply for philanthropic, municipal, and county grants and develop other income streams to serve as local match to Federal Transit Administration grants.
- Leader in statewide work on transportation coordination, currently chairing the State Coordinating Council for Community Transportation's Regional Mobility Manager subcommittee, serving on the NH Alliance for Healthy Aging's Transportation Workgroup, launching a volunteer driver program networking group, and sitting on the Endowment for Health's Advisory Council. The Endowment for Health is a statewide, private, nonprofit foundation dedicated to improving the health of New Hampshire's people, especially those who are vulnerable and underserved.
- Provide travel training for seniors and individuals with disabilities to reduce barriers to accessing the fixed route bus system and demand response services.

COAST, Dover, NH — 2011 – 2013
Assistant Manager of Coordination

- Worked with the Manager of Coordination as staff support for ACT, the Regional Coordination Council for Community Transportation for Southeastern NH, comprising many of the region's community transportation providers, social service agencies, and community health centers, and covering 38 communities.
- Fostered the development of volunteer driver programs throughout the region by providing technical assistance and staff support to grassroots supporters, including municipal staff, faith communities, and active communities. One such group, Ready Rides, began providing transportation services in February 2013.
- Updated service gap analysis of all 38 municipalities' transportation resources.
- Recruited riders and volunteer drivers for COAST's North Bus, a wheelchair accessible minibus providing access to grocery stores, pharmacies, and shopping to rural towns north of Rochester.

STOUT OAK FARM, Brentwood, NH — 2010 – Present
Co-Owner

- Co-owner of an organic vegetable farm that distributes its produce through a CSA, a farm store, farmers' market, and sales to local restaurants and homes via the Three River Farmers Alliance.
- Assist farm manager in capital and marketing planning and decision-making.
- Management of mini-orchard and land stewardship.

NH CENTER FOR NONPROFITS, Concord, NH — 2010 – 2011
Program Coordinator

- Successfully coordinated approximately 70 workshops and 4 conferences. This included the 3-day New Hampshire Grants Institute and an annual Leadership Summit.
- Assisted the IT Director in improving the accuracy, reliability, and functionality of the primary database in which all pertinent information was held. This improved data entry time and decreased errors.
- Drafted press releases and promotional emails to drive event attendance.

VOLUNTEER EXPERIENCE

RACE AND EQUITY IN NH SERIES 2020 – present
Government Workgroup Member

- Serve on the Government Workgroup to help identify objectives for action plans to impact race and equity statewide.

ENDOWMENT FOR HEALTH, Concord, NH 2019 – present
Advisory Council Member

- Represent Strafford County on the Advisory Council to provide input on existing service needs and community issues.

CONSERVATION COMMISSION, Brentwood, NH 2013 – 2109
Member, Chair

- Represented the interests of local agriculture and conservation landowners on the Brentwood Conservation Commission.
- Helped determine if the town should issue wetland permits and how funding should be spent on conservation projects.
- Began serving as Chair of the Conservation Commission as of April 2017.

SEACOAST EAT LOCAL, Newington, NH 2006 – 2012
Secretary, Board of Directors

- Served on the board of a mostly volunteer organization, helping to publish *Seacoast Harvest*, volunteering at the winter farmers' markets, and working collaboratively with similar organizations.
- Participated in fundraising, strategic planning, and was a founding board member.

EDUCATION

University of New Hampshire, Durham, NH

Master of Public Administration
Recognition received: Outstanding Part-Time M.P.A. Student, 2007
Internship: Rockingham Planning Commission

B.A., French, minor in Political Science

PROFESSIONAL DEVELOPMENT

Strengthening Your Facilitation Skills Workshop, UNH Cooperative Extension, 2017
Introduction to Basic Project Management, UNH Professional Development & Training, 2016
Certified Community Transit Manager, 2014
Intro to Travel Training, 2014
Community Transportation Association of America Conference, 2012 – 2014, 2016, 2018
Volunteer Management Training Series (VMTS), Points of Light Institute, 2012
New England Grassroots Environment Fund RootSkills - Group Skills & Development, 2011
NH Grants Institute, 2009
New England Grassroots Environment Fund Retreat - Grants and Donor Fundraising Workshop, 2008

Attachment #12
5310 RCC Grant SFY22/23
COAST/ACT

September 23, 2020

2020-2021 COAST Board of Directors Contact Information

* = *Executive Committee Member*

BOARD MEMBERS

Name, Title, Contact Information	Representing	Email Address	Member Since
DAVE SANDMANN, CHAIR* [redacted]	At-Large	[redacted]	2011
JULIET T.H. WALKER, VICE CHAIR* Planning Director, City of Portsmouth [redacted]	City of Portsmouth	[redacted]	2012
DENNIS SHANAHAN, SECRETARY * City of Councilor, City of Dover [redacted]	City of Dover	[redacted]	2018
ARTHUR CAPELLO, TREASURER * Town Administrator Town of Farmington [redacted]	Town of Farmington	[redacted]	2017
SCOTT BOGLE* Senior Transportation Planner Rockingham Planning Commission [redacted]	Rockingham Planning Commission	[redacted]	2001
ADAM CAUSEY Director of Planning and Development [redacted]	Town of Kittery	[redacted]	2020
DENIS HEBERT Planning Board Chair, Town of Newington [redacted]	Town of Newington	[redacted]	2016

September 23, 2020

Name, Title, Contact Information	Representing	Email Address	Member Since
MARGARET JOYCE President Greater Dover Chamber of Commerce [redacted]	Area Chamber of Commerce	[redacted]	2020
VALERIE LABRIE Finance Director Portsmouth Housing Authority [redacted]	At-Large	[redacted]	2019
COLIN LENTZ Transportation Planner Strafford Reg. Planning Commission [redacted]	Strafford Regional Planning Commission	[redacted]	2014
MARTIN PEPIN City Councilor, City of Somersworth [redacted]	City of Somersworth	[redacted]	2012
MICHAEL SCALA Director of Economic Development City of Rochester [redacted]	City of Rochester	[redacted]	2020
DAVE SHARPLES Town Planner, Town of Exeter [redacted]	Town of Exeter	[redacted]	2018
MARIA STOWELL Manager of Engineering Pease Development Authority [redacted]	Pease Development Authority	[redacted]	2002
SHELLEY WINTERS Public Transportation Administrator [redacted]	NH Department of Transportation *(ex-officio)*	[redacted]	2013

September 23, 2020

Name, Title, Contact Information	Representing	Email Address	Member Since
THOMAS WRIGHT Chair, Berwick Selectmen Town of Berwick [redacted]	Town of Berwick	[redacted]	2018

ALTERNATES

Name, Title, Contact Information	Representing	Email Address	Member Since
KENDRA AMARAL Town Manager, Town of Kittery [redacted]	Town of Kittery *Alternate*	[redacted]	2020
DONNA BENTON Assistant City Planner, City of Dover [redacted]	City of Dover *Alternate*	[redacted]	2015
BLAINE COX City Manager City of Rochester [redacted]	City of Rochester	[redacted]	2018
JEN CZYSZ Executive Director, SRPC [redacted]	Strafford Regional Planning Commission *Alternate*	[redacted]	2018
RUSSELL DEAN Town Manager, Town of Exeter [redacted]	Town of Exeter *Alternate*	[redacted]	2018
MARTIN DUMONT, Sr. City Councilor, City of Somersworth [redacted]	City of Somersworth *Alternate*	[redacted]	2017
ERIC EBY Parking & Transportation Engineer City of Portsmouth [redacted]	City of Portsmouth *Alternate*	[redacted]	2012

September 23, 2020

Name, Title, Contact Information	Representing	Email Address	Member Since
CAROL GULLA Executive Director Trans. Assistance for Seacoast Citizens (TASC) [redacted]	At-Large *Alternate*	[redacted]	2017
TIM ROACHE Executive Director, RPC [redacted]	Rockingham Planning Commission *Alternate*	[redacted]	2018

BOARD MEMBERS BY REPRESENTATION * = *Executive Committee Member*

Representing	Name, Title, Contact Information	Email Address	Member Since
AT-LARGE **(Housing Authority)**	**VALERIE LABRIE** Finance Director Portsmouth Housing Authority [redacted]	[redacted]	2019
AT-LARGE	**DAVE SANDMANN, CHAIR*** [redacted]	[redacted]	2011
BERWICK	**THOMAS WRIGHT** Chair, Berwick Selectmen [redacted]	[redacted]	2018
AREA CHAMBER OF COMMERCE	**MARGARET JOYCE** President Greater Dover Chamber of Commerce [redacted]	[redacted]	2020
DOVER	**DENNIS SHANAHAN, SECRETARY *** City Councilor City of Dover [redacted]	[redacted]	2018

September 23, 2020

Representing	Name, Title, Contact Information	Email Address	Member Since
EXETER	**DAVE SHARPLES** Town Planner, Town of Exeter [redacted]	[redacted]	2018
FARMINGTON	**ARTHUR CAPELLO, TREASURER *** Town Administrator Town of Farmington [redacted]	[redacted]	2017
KITTERY	**ADAM CAUSEY** Director of Planning & Development Town of Kittery [redacted]	[redacted]	2020
NH DEPARTMENT OF TRANSPORTATION *(ex-officio)*	**SHELLEY WINTERS** Administrator, Bureau of Rail & Transit NH Department of Transportation [redacted] Tel: 603-271-3497	[redacted]	2013
NEWINGTON	**DENIS HEBERT** Planning Board Chair Town of Newington [redacted]	[redacted]	2016
PEASE DEVELOPMENT AUTHORITY	**MARIA STOWELL** Manager of Engineering Pease Development Authority [redacted]	[redacted]	2002
PORTSMOUTH	**JULIET T.H. WALKER, VICE CHAIR*** Planning Director, City of Portsmouth [redacted]	[redacted]	2012
ROCHESTER	**MICHAEL SCALA** Director of Economic Development City of Rochester [redacted]	[redacted]	2020

September 23, 2020

Representing	Name, Title, Contact Information	Email Address	Member Since
ROCKINGHAM PLANNING COMMISSION	**SCOTT BOGLE*** Senior Transportation Planner [redacted]	[redacted]	2001
SOMERSWORTH	**MARTIN PEPIN** City Councilor [redacted]	[redacted]	2012
STRAFFORD REGIONAL PLANNING COMMISSION	**COLIN LENTZ** Transportation Planner [redacted]	[redacted]	2014

ALTERNATES BY REPRESENTATION

Representing	Name, Title, Contact Information	Email Address	Member Since
AT-LARGE *Alternate*	**CAROL GULLA** Executive Director, TASC [redacted]	[redacted]	2017
DOVER *Alternate*	**DONNA BENTON** Assistant City Planner [redacted]	[redacted]	2015
EXETER *Alternate*	**RUSSELL DEAN** Town Manager [redacted]	[redacted]	2018
KITTERY *Alternate*	**KENDRA AMARAL** Town Manager Town of Kittery [redacted]	[redacted]	2020
PORTSMOUTH *Alternate*	**ERIC EBY** Parking & Transportation Engineer [redacted]	[redacted]	2012

September 23, 2020

Representing	Name, Title, Contact Information	Email Address	Member Since
ROCHESTER *Alternate*	**BLAINE COX** City Manager, City of Rochester [redacted]	[redacted]	2018
ROCKINHAM PLANNING COMMISSION *Alternate*	**TIM ROACHE** Executive Director [redacted]	[redacted]	2018
SOMERSWORTH *Alternate*	**MARTIN DUMONT, Sr.** City Councilor [redacted]	[redacted]	2017
STRAFFORD REGIONAL PLANNING COMMISSION *Alternate*	**JEN CZYSZ** Executive Director [redacted]	[redacted]	2018