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Frank Edelblut
Commissioner



Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

May 15, 2018

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

REQUESTED ACTION

Authorize the Department of Education to enter into a **sole source** contract with Seymour Osman Community Center, Dover, NH (Vendor Code #153455), for the amount of \$86,125.00, to offer extended day programming for youth and their families, effective July 1, 2018 through June 30, 2019 upon Governor and Council approval. 100% Federal Funds.

Funds to support this request are available in the account titled 21st Century Community Title IV as follows,

06-56-56-562010-25190000-072-500577	Grants-Federal	<u>FY19</u> \$86,125.00
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EXPLANATION

The Department would like approval to enter into a **sole-source** contract with Seymour Osman Community Center. With the passage of the Every Student Succeeds Act (ESSA), state education agencies must redesign their RFP protocols for Title IV-B grants with stakeholder engagement over the next year. In addition, per ESSA, state's may continue to award funds to current subgrantees that are in good-standing for at least an additional year as we work through the revision of the RFP protocols. Therefore, the Department did not submit an RFP to the public this year and instead did an assessment of its current grantees to determine if they were successful in their outcomes for students.

This program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local student standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. These programs and services are designed to reinforce and complement the regular academic program of the participating students.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
May 15, 2018
Page 2 of 2

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Edelblut". The signature is stylized and cursive.

Frank Edelblut
Commissioner of Education

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.

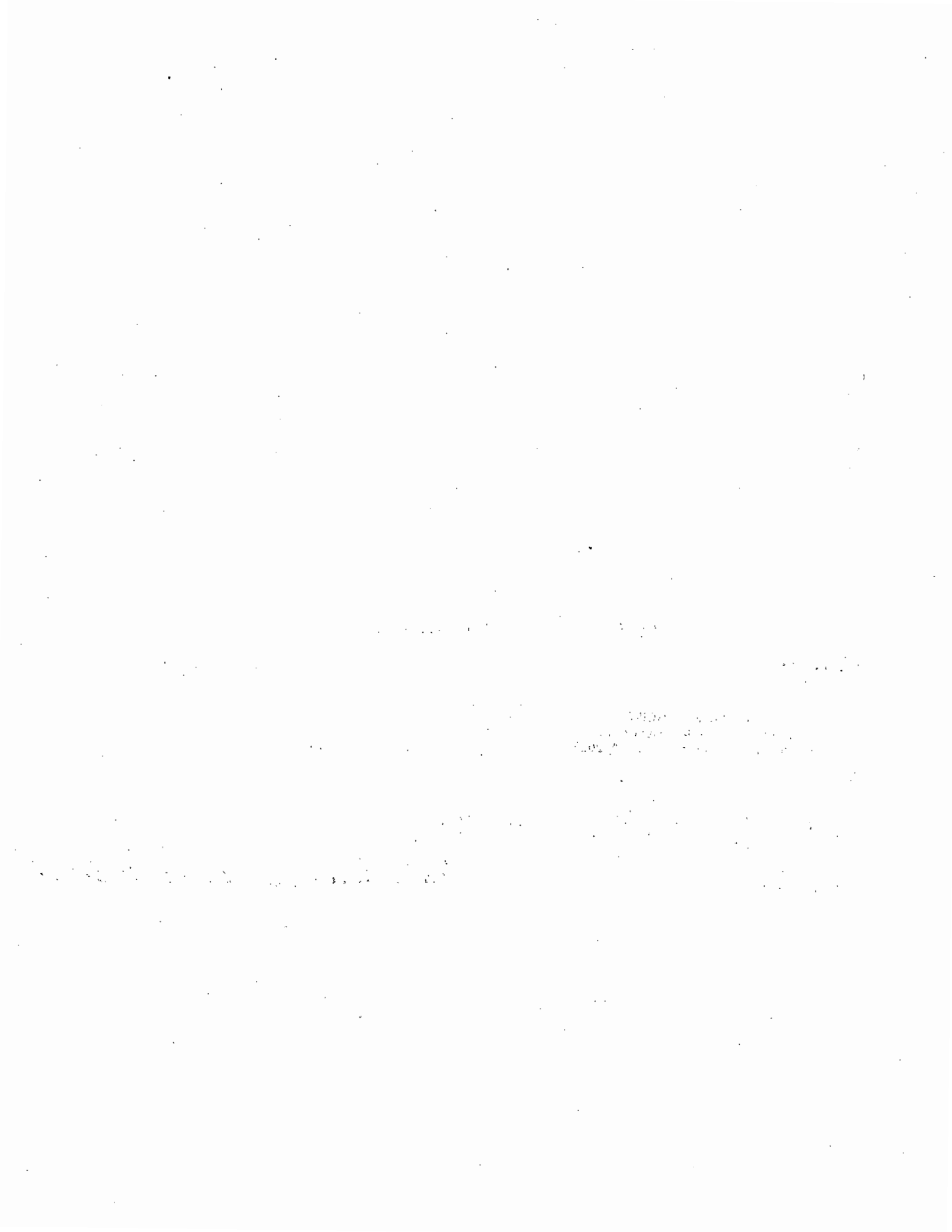
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Dept of Education		1.2 State Agency Address 101 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Seymour Osman Community Center		1.4 Contractor Address 40 Hampshire Circle, Dover NH 03820	
1.5 Contractor Phone Number (603) 749-6692	1.6 Account Number See Exhibit B	1.7 Completion Date 06/30/2019	1.8 Price Limitation \$86,125.00
1.9 Contracting Officer for State Agency Kathleen Vestal		1.10 State Agency Telephone Number (603) 271-3853	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ALLAN B. KRANS EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>5/4/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Cynthia M. Wiggins Notary Public - New Hampshire My Commission Expires January 10, 2023 [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Cynthia M. Wiggins / Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBUT, COMMISSIMER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/1/2018</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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

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

Contractor Initials ABK
Date 5/4/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials ADD
Date 5/4/18

EXHIBIT A

SCOPE OF SERVICES

This program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local student standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children.

These activities include:

- Remedial education activities and academic enrichment learning programs, including those which provide additional assistance to students to allow the students to improve their academic achievement;
- Mathematics and science education activities;
- Arts and music education activities;
- Entrepreneurial education programs;
- Tutoring services, including those provided by senior citizen volunteers, and mentoring programs;
- Programs that provide after-school activities for limited English proficient (LEP) students and that emphasize language skills and academic achievement;
- Recreational activities;
- Telecommunications and technology education programs;
- Expanded library service hours;
- Programs that promote parental involvement and family literacy;
- Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement;
- Drug and violence prevention programs;
- Counseling programs; and
- Character education programs.

ABK
5/4/18

EXHIBIT C

Contract between VENDOR and the New Hampshire Department of Education

Page 3 of 3

Contractor Initials

Date

ABK

5/4/18

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEYMOUR OSMAN COMMUNITY CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 29, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 404057

Certificate Number : 0004086024



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

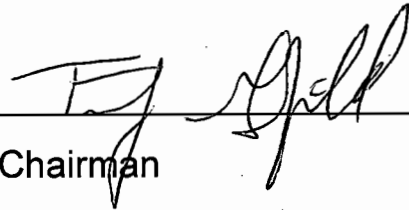
RESOLUTION NO 2018-05-02-01

WHEREAS, the 21st Century Grant requires a signed contract between the Dover Housing Authority, Fiscal Agent for Seymour Osman Community Center, and the State of New Hampshire Department of Education,

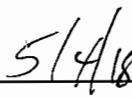
NOW, THEREFORE, BE IT RESOLVED, that Allan B. Krans, Executive Director, is duly authorized to enter a contract, on behalf of Dover Housing Authority, with the State of New Hampshire Department of Education for fiscal year end June 30, 2019 funding, and is further authorized to execute any documents which may, in his judgment, be desirable or necessary to effect the purpose of this vote.

Above is a true and correct copy of the resolution passed by the Commissioners of the Dover Housing Authority at their special meeting, May 2, 2018.

I further certify that the above resolution was in full force and effect on the date the grant agreement was signed.



Chairman



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2018

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

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

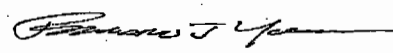
PRODUCER D.B. Warlick & Co. P O Box 1260 69 Lafayette Rd. North Hampton NH 03862	CONTACT NAME: Gail F. Howe PHONE (A/C No. Ext): (603) 964-6065 FAX (A/C No.): (603) 964-9029	
	E-MAIL ADDRESS: ghowe@dbwarlick.com	
INSURED Seymour Osman Community Center c/o Dover Housing Authority 62 Whittier St Dover NH 03820	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity	
	INSURER B: Mount Vernon Fire Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1532724	9/24/2017	9/24/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
		<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
B	Directors & Officers			NDO2007787L (D&O)	8/29/2017	8/29/2018	Each Claim & Aggregate \$1,000,000
	Employment Practices			NDO2007787L (EPLI)	8/29/2017	8/29/2018	Each Claim & Aggregate \$1,000,000

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

CERTIFICATE HOLDER NH Department of Education State Office Park South 101 Pleasant Street Concord, NH 03301-3860	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 Edward Young/KF 



CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i> Dover Housing Authority 62 Whittier Street Dover, NH 03820-2994	<i>Member Number:</i> 551	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease -- Each Employee	\$2,000,000
			Disease -- Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
US Department of Housing Urban Development 10 Causeway St Boston, MA 02222-1092			Date: 1/4/2018 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



DOVER HOUSING AUTHORITY

SEYMOUR OSMAN COMMUNITY CENTER & YOUTH SAFE HAVEN

Key Personnel

Director of Family Services – Stacey Kearns

21st Century Project Coordinator – Trevor Martin

Homework Lab Leader I (To be hired by Sept. 1)

Homework Lab Leader I (To be hired by Sept. 1)

Homework Lab Leader II (To be hired by Sept. 1)

Homework Lab Leader II (To be hired by Sept. 1)

Homework Lab Leader III (To be hired by Sept. 1)

Homework Lab Leader IV (To be hired by Sept. 1)

Homework Lab Leader IV (To be hired by Sept. 1)

SEYMOUR OSMAN COMMUNITY CENTER

FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2017

SEYMOUR OSMAN COMMUNITY CENTER

FINANCIAL STATEMENTS

JUNE 30, 2017

C O N T E N T S

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OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
Steven R. Lamontagne, C.P.A.

Gary W. Soucy, C.P.A.
Gary A. Wigant, C.P.A.
C. Joseph Wolverton, Jr., C.P.A.

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To The Board of Directors
Seymour Osman Community Center
Dover, New Hampshire

We have reviewed the accompanying financial statements of Seymour Osman Community Center (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

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.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Ouellette & Associates, P.A.
Certified Public Accountants

January 23, 2018
Lewiston, Maine

SEYMOUR OSMAN COMMUNITY CENTER & YOUTH SAFE HAVEN

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2017

ASSETS

ASSETS

Cash	\$ 12,081
Grants Receivable	<u>18,600</u>
TOTAL ASSETS	<u>\$ 30,681</u>

LIABILITIES AND NET ASSETS

LIABILITIES

Accounts Payable	\$ 1,316
Accrued Payroll	2,156
Accrued Compensated Absences	4,746
Refundable Advances	2,010
Due to Dover Housing Authority	<u>16,000</u>
Total Liabilities	<u>26,228</u>

NET ASSETS

Unrestricted	<u>4,453</u>
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TOTAL LIABILITIES AND NET ASSETS	<u>\$ 30,681</u>
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See accompanying notes and independent accountant's review report.

SEYMOUR OSMAN COMMUNITY CENTER & YOUTH SAFE HAVEN

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2017

SUPPORT AND REVENUE

Contributions:

Dover Housing Authority - Monetary Funding	\$ 23,000
Dover Housing Authority - Donated Facility	87,198
Dover Housing Authority - Donated Overhead Costs	26,857
Other Miscellaneous Contributions	6,284

Grant Revenue:

21st Century Community Learning Center Grant	84,576
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Service Fees	39,375
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Special Events Revenue	6,531
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Less: Costs of Direct Benefits to Donors	<u>715</u>
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Net Revenue from Special Events	5,816
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Other Revenue	11,683
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Interest Income	<u>13</u>
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TOTAL SUPPORT AND REVENUE	<u><u>284,802</u></u>
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EXPENSES

Program Expenses	263,563
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Management and General	<u>18,036</u>
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TOTAL EXPENSES	<u><u>281,599</u></u>
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CHANGE IN NET ASSETS	<u>3,203</u>
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NET ASSETS, BEGINNING OF YEAR	<u>1,250</u>
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NET ASSETS, END OF YEAR	<u><u>\$ 4,453</u></u>
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See accompanying notes and independent accountant's review report.

SEYMOUR OSMAN COMMUNITY CENTER & YOUTH SAFE HAVEN

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2017

	<i>Program Expenses</i>	<i>Management and General</i>	<i>Total</i>
Salaries and Wages	\$ 106,812	\$ -	\$ 106,812
Payroll Taxes and Benefits	17,067	-	17,067
Total Personnel Expenses	123,879	-	123,879
Rental Expense	78,478	8,720	87,198
Direct Program Expenses - Contracted Services	15,878	-	15,878
Direct Program Expenses - Other	11,609	-	11,609
Utilities	13,190	1,466	14,656
Supplies and Materials	1,115	-	1,115
Professional Fees	5,780	-	5,780
Computer Support	750	-	750
Maintenance	4,351	483	4,834
Telephone and Internet	1,208	-	1,208
Insurance	3,963	-	3,963
Training	1,988	-	1,988
Travel and Conferences	999	-	999
Printing and Copying	250	-	250
Postage	125	-	125
Bookkeeping	-	7,367	7,367
TOTAL EXPENSES	\$ 263,563	\$ 18,036	\$ 281,599

See accompanying notes and independent accountant's review report.

SEYMOUR OSMAN COMMUNITY CENTER & YOUTH SAFE HAVEN

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ 3,203
<i>Adjustments to Reconcile Change in Net Assets to Net Cash From Operating Activities:</i>	
<i>(Increase) Decrease in Operating Assets:</i>	
Grants Receivable	(3,345)
<i>Increase (Decrease) in Operating Liabilities:</i>	
Accounts Payable	(859)
Accrued Payroll	376
Accrued Compensated Absences	3,365
Refundable Advances	<u>(719)</u>

NET CASH FLOWS FROM OPERATING ACTIVITIES

2,021

CASH FLOWS FROM FINANCING ACTIVITIES

Net Payments to Dover Housing Authority	<u>(4,205)</u>
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CHANGE IN CASH

(2,184)

CASH AT BEGINNING OF YEAR

14,265

CASH AT END OF YEAR

\$ 12,081

See accompanying notes and independent accountant's review report.

SEYMOUR OSMAN COMMUNITY CENTER

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2017

NOTE 1: ORGANIZATION AND NATURE OF ACTIVITIES

Seymour Osman Community Center (SOCC) is a private nonprofit organization affiliated with the Dover Housing Authority (DHA). The SOCC's mission is to provide a better chance. SOCC offers a wide array of opportunities and support in education, life experiences and technology within the Dover Housing Authority community and beyond with the aim of helping children and adults by providing educational skills, parental support and life experiences so the children will be able to better compete in life. SOCC does this by focusing on the development of grit and work ethic, conflict resolution skills, establishing clear goals, and increasing confidence of those children and adults in the community.

The Organization is supported primarily through contributions from DHA, grants and services fees. Approximately 43% of the Organizations support for the year ended June 30, 2017 came from the 21st Century Community Learning Center Grant which supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method

The financial statements of the Organization have been prepared on an accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets as follows:

Unrestricted Net Assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that limit the use of the donated funds. When the time restriction ends or when the purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. As of June 30, 2017, the Organization had no temporarily restricted net assets.

Permanently Restricted Net Assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes. As of June 30, 2017, the Organization had no permanently restricted net assets.

SEYMOUR OSMAN COMMUNITY CENTER

NOTES TO FINANCIAL STATEMENTS
(Continued)

JUNE 30, 2017

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Grants Receivable

Grants receivable consist primarily of state and local community grants. Management believes that balances carried are fully collectible. Accordingly, no allowance for doubtful accounts is required. When management determines accounts are uncollectible, they will be directly charged off. Management believes such amounts would be immaterial.

Equipment

It is the Organization's policy to capitalize equipment with a cost of over \$5,000 if purchased, and a fair value of \$5,000 or more if the equipment is donated. Donated equipment is reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire equipment are reported as restricted contributions. Equipment is depreciated using the straight-line method over the estimated useful lives of the assets. All of the Organization's equipment was fully depreciated at June 30, 2017.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and did not conduct unrelated business activities. Therefore, no provision has been made for federal income taxes in the accompanying financial statements. Management has determined that the Organization does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Organization's tax returns will not be challenged by the taxing authorities and that the Organization will not be subject to additional tax, penalties and interest as a result of such challenge. Generally, the Organization's tax returns remain subject to examination for three years after they were filed which includes the tax years ended June 30, 2017, 2016 and 2015.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Organization considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization had no cash equivalents at June 30, 2017.

SEYMOUR OSMAN COMMUNITY CENTER

NOTES TO FINANCIAL STATEMENTS
(Continued)

JUNE 30, 2017

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Expense Allocation

The costs of providing various programs and other activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Subsequent Events

Events that occur after the statement of financial position date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. Subsequent events that provide evidence about conditions that existed at the statement of financial position date are required to be recognized in the accompanying financial statements. Subsequent events that provide evidence about conditions that existed after the statement of financial position date require disclosure in the accompanying notes. Management evaluated the activity of the Organization through January 18, 2018, the date the financial statements were available to be issued, and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.

NOTE 3: GRANTS RECEIVABLE

The Organization has been awarded several grants to further its goal of providing youth programs, family support and drug and alcohol education. These grants are considered exchange transactions. Accordingly, revenue is earned as the program service is provided and expenses are recognized as incurred. Grants Receivables are due in less than one year and consist of the following at June 30, 2017:

21 st Century Community Learning Center Grant	<u>\$ 18,600</u>
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NOTE 4: RELATED PARTY TRANSACTIONS

SOCC and DHA share one board member. SOCC has ten board members at June 30, 2017.

Donated Facilities

The DHA has donated the use of the facility occupied by SOCC without any stipulation as to the occupancy period. For this reason, the Organization recognized, at fair value, a contribution and rental expense in the amount of \$87,198 for the value of the rent during the year.

SEYMOUR OSMAN COMMUNITY CENTER

NOTES TO FINANCIAL STATEMENTS
(Continued)

JUNE 30, 2017

NOTE 4: RELATED PARTY TRANSACTIONS (Continued)

Donated Overhead Costs

The DHA has funded certain other overhead costs on behalf of the SOCC. These costs are treated as donations as DHA does not require the Organization to reimburse these costs. Overhead costs funded by DHA are as follows:

Utilities	\$14,656
Bookkeeping	7,367
Maintenance	<u>4,834</u>
	<u>\$26,857</u>

Personnel Expenses

The Organization is staffed by employees of DHA. The costs associated with these employees are reimbursed to DHA and are reported as Salaries and Wages and Payroll Taxes and Benefits for financial statement reporting purposes. For the year ended June 30, 2017, SOCC paid DHA \$123,879 for personnel costs. At June 30, 2017, SOCC owed DHA \$16,000 for June 2017 personnel costs.

Community Center Funding

During the year ended June 30, 2017, DHA provided funding towards the community centers operations. SOCC utilized funding totaling \$23,000 towards the support of its community center programs.

Financial Support

Presently, DHA has agreed to provide funding to SOCC on an as needed basis. For the year ended June 30, 2017, DHA provided approximately 48% of the Organization's total funding.

NOTE 5: CONCENTRATION OF CREDIT RISK

The Organization maintains its cash balances with one financial institution. Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. The Organization's cash balances were fully insured at June 30, 2017.