

7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. PUBLIC COMMENT
3. COMMUNICATIONS

From: Amy Girard, Purchasing Manager
Re: Amendment #2 for BRBTV in the amount not to exceed \$175,000n funded from PEG Access Channel Fund/55-Other Services

From: Amy Girard, Purchasing Manager
Re: Renaissance Park Audio System in the amount not to exceed \$36,016 funded from Riverfront TIF Bond/70500 Project Contingency

From: Amy Girard, Purchasing Manager
Re: Software: CAMA-SAAS AP5 in the amount not to exceed \$25,674.26 funded from General Fund/54 - Property Services

From: Amy Girard, Purchasing Manager
Re: Software: MHC - NorthStar AP Boarding and Setup in the amount not to exceed \$145,000 funded from General Fund/54 - Property Services

4. NEW BUSINESS – RESOLUTIONS

R-26-031

Endorsers: Mayor Jim Donchess
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderman-at-Large Lori Wilshire

AUTHORIZING THE CITY TO ENTER INTO A SUCCESSOR CONCESSION AGREEMENT WITH GRANITE DIAMOND, LLC

R-26-033

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderman Vengerflutta Smith
Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderman-at-Large Shoshanna Kelly
Alderman Tom Lopez
Alderman-at-Large Lori Wilshire

AUTHORIZING THE CITY OF NASHUA TO ENTER INTO CONTRACTS WITH THE SOUHEGAN VALLEY TRANSPORTATION COLLABORATIVE, NASHUA COMMUNITY COLLEGE, RIVIER UNIVERSITY, TOWN OF HUDSON AND TOWN OF MERRIMACK FOR TRANSIT SERVICES

5. NEW BUSINESS – ORDINANCES
6. TABLED IN COMMITTEE
7. RECORD OF EXPENDITURES
8. GENERAL DISCUSSION
9. PUBLIC COMMENT

10. REMARKS BY THE ALDERMEN
11. NON-PUBLIC SESSION
12. ADJOURNMENT



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

May 13, 2026
Memo #26-163

TO: Mayor Donchess
Finance Committee

SUBJECT: Amendment #2 for BRBTV in the amount not to exceed \$175,000 funded from PEG
Access Channel Fund/ 55- Other Services

Please see attached communications from Jeff Poehnert, PEG Manager, dated April 28, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: 1-year extension for CTV Operations & Management
Value: \$175,000
Department: 2505 Community Television
Vendor: BRBTV, LLC
Fund: PEG Access Channel Fund/55-Other Services

Ordinance: Pursuant to § 5-84 Special purchase procedures, A/(7) Purchases under extensions of contracts when no price increase exceeds 10% per year and where a market change has not reduced pricing in the product category.

Administrative Services Division: PEG Access Channel, The Cable Television Advisory Board, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: J Poehnert
D Enwright
T Cummings

Nashua Community Media

11Riverside Street
Nashua, NH 03062
(603) 589-3156



MEMORANDUM

TO: Finance Committee

FROM: Jeff Poehnert – City of Nashua PEG Manager

DATE: April 28, 2026

SUBJ.: BRB Contract Extension

As the contract signed on June 17, 2022 by BRBTV, LLC and the City of Nashua for the operation and management of the Public Access TV Channel 6 expired on June 30, 2025, BRBTV, LLC has requested and Nashua Community Media along with CTAB are in agreement to extend the Contract with the City of Nashua for an additional two years ending on June 30, 2027. To that end, we are requesting approval of this Amendment #2 of the Contract for an extension of the contract term with no other terms changing. (BRBTV, LLC has agreed to not to increase their fee over the next two year period. Therefore, the Year 1 extension total fee would be for \$175,000 and Year 2 total fee would be for an additional \$175,000.)

The specific Amendment #2 is seeking only a 1 year extension being the final extension.

The contract extension will be funded through the Nashua Community Television account "Other Contracted Services" number 55699.

Enclosed is the Amendment #2 along with a copy of the original contract for your reference.

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is entered into as of this ____ day of _____, 2026, by and between **CITY OF NASHUA**, a municipality in the State of New Hampshire (hereinafter referred to as “City”), and **BRBTV, LLC** (hereinafter referred to as “Contractor”).

WHEREAS, City and Contractor entered into an operations and management services agreement related to the operations of local cable access channel production and programming within the City of Nashua dated June 17, 2022 (the “Agreement”); and

WHEREAS, both City and Contractor desire to extend the Agreement.

NOW THEREFORE, the parties agree as follows:

1. Pursuant to Section 1. “Term” the Agreement is hereby amended to add the additional time extension as delineated in the attached Exhibit A to this Amendment 2.
2. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this First Amendment to Agreement on the date and year first above written.

City of Nashua

BRBTV, LLC

By: James W. Donchess
Title: Mayor

By: _____
Title: _____

Date: _____

Date: _____

Exhibit A

BRB TV, LLC Contract Extension

The parties, BRBTV, LLC and the City of Nashua have agreed to extend the Public Access Television Operations and Management Services Agreement dated June 17, 2022. Per Section 1. Term. Subsection A; "The City and Contractor may by mutual written agreement extend the term of the contract, with each term extension being one year, unless an alternate term extension is agreed to in writing."

The initial contract term expires June 30, 2025 and is mutually agreed to now expire on June 30, 2027.

BR
Agreement between City of Nashua and BRBTV LLC. for
Public Access Television Operations and Management Services

This Contract is between the City of Nashua, a New Hampshire municipality, ("City"), in its capacity as cable television franchising authority pursuant to 47 United States Code 522(10) and 531, and (BRBTV, LLC.), a limited liability company ("Contractor"). Contractor shall operate, manage and coordinate the use of the City's public access television channel, including designated equipment and facilities on a nondiscriminatory, content-neutral, non-commercial basis subject to lawful scheduling and other customary or lawful operating and programming guidelines as may be implemented by the Contractor in accordance with applicable law.

Payments in the form of access support grants received under franchise agreements with the local cable television system operator(s) are the sole source of City funding for the payment to Contractor under this contract. As a conditioned precedent to the effectiveness of this contract, the City Board of Aldermen must approve or must have previously approved the expenditure of these funds each budget year pursuant to this Agreement. Contractor acknowledges that any City payments are subject to municipal finance procedures and timetables as may be required by the City

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants herein contained, and intending to be legally bound, agree as follows:

SECTION 1. TERM.

- A. The initial term of this contract begins on, July 1 2022, and ends June 30, 2025. Each contract year shall be contingent upon Board of Aldermen approved funding. The City and Contractor may by mutual written agreement extend the term of the contract, with each term extension being one year, unless an alternate term extension is agreed to in writing. This contract may not renew beyond the final termination date of June 30, 2027 without review and approval of a new and revised agreement by the Board of Aldermen, the Mayor, the Cable Television Advisory Board, and the City PEG Program management.
- B. If this contract is not extended, or is terminated prior to the City negotiating and executing a new agreement with Contractor or some other provider of public access management services, the City at its sole discretion may request Contractor, and Contractor agrees, to hold over and continue providing services under the terms and conditions contained in this contract until the City has negotiated and executed a new contract with Contractor or some other provider of public access management services for up to one-hundred and eighty (180) days, unless a longer time period is mutually agreed upon by the parties in writing.
 - 1. A hold over request by the City must be made to the Contractor in writing, no fewer than thirty (30) days prior to the contract termination date unless the Contractor agrees to a shorter hold over request notice period.
 - 2. If the contract is being terminated due to default, any hold over request shall be included in the notice of default.

3. The City shall reimburse Contractor for any reasonable costs incurred preserving operations during any hold over period, provided that Contractor provides City with supporting documentation of such costs, and subject to such costs not exceeding the payment provided under this contract prorated to be proportional to the duration of the hold over period, or subject to such other cost reimbursement terms agreed in writing by the parties.
- C. Termination for Cause, Abandonment, Or Suspension: For Cause consistent with sections 20 and 21, herein. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract for cause. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Contractor 30 (thirty) days' written notice of its intent to do so. If all or part of the project is suspended for more than 90 (ninety) days, the suspension shall be treated as a termination at will of all or part of the project and contract.
- Upon receipt of notice of cause for termination, abandonment, or suspension, Contractor shall: be notified in writing delineating reasons of cause with reasonable opportunity to remedy or cure.
- In the event of a cause for termination, abandonment, or suspension for cause, Contractor shall receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.
- D. Contractor will start management and operation of the public access channel on the first day of the term of this Agreement, and management and operation of the public access channel shall continue without any interruption, or temporary shut down during any time during the term of this Agreement

SECTION 2. DEFINITIONS.

CITY means the City of Nashua, a New Hampshire municipal authority, in its licensing capacity as a local cable television franchising authority pursuant to 47 United States Code Sections 522(10) and 531.

CONTRACTOR means (BRBTV, LLC.), a Limited Liability Company also referred to as LLC/Company.

CAPITAL EQUIPMENT FUNDING shall refer to those funds available through City's budgeted funding allocation and set aside for maintenance, repairs and replacements of equipment and facilities deemed capital under Generally Accepted Accounting Standards, including computers, and for implementation of an operations development plan.

CTAB means the City's Cable Television Advisory Board.

CONTRACT MANAGER means the City's PEG Program Manager and the City's Purchasing Manager, or their designee.

EQUIPMENT shall refer to the Inventory and all other video or other equipment, office furniture, computers, office equipment, and telephones acquired after the execution date of this contract and used by Contractor in the performance of its mission to operate and manage the public access television resource.

INVENTORY shall refer to all video equipment, office furniture, computers, office equipment, and telephones found in the facilities and identified on Exhibit "B," attached hereto.

NON-CITY REVENUE GENERATING ACTIVITIES means activities that generate funds, consistent with limitations applicable to revenues raised by a organization, to augment the City's contract funds from activities such as but not limited to producer fees, workshop fees, grant funding, underwriting, sponsorships, etc. that are used pursuant to this contract.

OPERATING FUNDS shall refer to the quarterly or annual allocation of money by the City to Contractor for the purpose of funding Contractor's operations as required under this contract.

REQUEST FOR PROPOSAL or more commonly referred to as an RFP, is the published request looking for a provider of specific goods and/or services. The RFP includes the original published document, plus any written revisions or addenda that has been provided to all respondents.

WORKS OF AUTHORSHIP means any copyrightable subject matter conceived, created, produced, controlled or owned by Contractor or its agents, representatives or employees.

WORK PLAN shall have the meaning as described in section 3.C.2.

SECTION 3. CONTRACTOR OBLIGATIONS.

A. Organization

- a. Contractor is an LLC organized under the State of New Hampshire laws,
- b. Contractor shall provide the City with a copy of a certificate of good standing annually.
- c. Contractor is an independently governed LLC, and nothing in this contract shall be interpreted as giving the City the right to mandate changes to Contractor's bylaws, or to govern Contractor's daily operations except to the limited extent, if any, as may be expressly provided herein.
- d. Cable Television Advisory Board shall have oversight of Contractor's Operation and Management of the City of Nashua's Public Access Television Station.

B. Management and Operation of City's Public Access Television Facilities and Equipment, Contract Funds and Other Resources Provided by City

1. Contractor shall efficiently manage their use of the City-owned public access cable television network facilities and furnishings, which as of the execution date of this contract consist of:
 - a. one (1) public access channel for the broadcast of non-profit and non-commercial programming

- b. City's shared community television production facility, located at 9 Riverside Street, with production areas, editing facilities and furnished office. Any management shall be subject to oversight and the right to control by the City.
 - c. City's community television automation broadcast and scheduling systems as dedicated to the Public Access Television (currently channel 96)
 - d. City's shared field production equipment (cameras, audio equipment, cabling, etc.)
 - e. All other video equipment, office furniture, computers, office equipment, and telephones found in these facilities and identified on Appendix "A" ("Inventory").
2. Contractor agrees to fully, faithfully and timely perform all of the activities and services set forth in the work plan ("Scope of Work") and budget attached to this contract and fully incorporated herein as Exhibit "B". Before the renewal date of the agreement, Contractor shall prepare and submit for review by the City a Work Plan containing operational goals, objectives, benchmarks and a narrative description of actual operations planned for the upcoming year. The foregoing shall address public access facility operations including but not limited to training, programming, production of special events programming by Contractor staff, equipment testing and maintenance activity and other customary access facility operations. The City may give guidance and make reasonable suggestions regarding goals and objectives contained in the Work Plan, and Contractor shall reasonably consider and address possible incorporation of such City suggestions, but such action shall not constitute authority or control over Contractor or Contractor's decisions regarding management, operation and content of the public access television channel.
 3. Contractor shall pay for pro-rated public utility and maintenance services to the facility, including, but not limited to water, telephone, electric, heating, and janitorial/custodial. The City shall provide maintenance (e.g. plumbing repairs, structural repairs, roof repairs, HVAC repairs, trash pickup, road and landscape maintenance as necessary) of the facility. Contractor and its employees and agents shall use and maintain the facilities and equipment in a safe, secure and workmanlike manner.
 4. Subject to the availability of appropriated funds, for which the City's Contract Manager shall seek legislative approval, City shall provide maintenance and repairs or when necessary replacement, as and when reasonably requested by Contractor of the property noted in Appendix A, as follows:
 - a. With respect to the facilities referenced in Section 3.B.1.a, such maintenance and repairs shall include all necessary plumbing, media distribution, electrical, structural, roof, and HVAC repairs, and security. For security, City shall provide a functioning security alarm system sufficient to deter potential and reasonable security risks.
 - b. With respect to the Inventory referenced in Appendix A, and all video or other equipment, office furniture, computers, office equipment, and telephones acquired after the execution date of this contract and used by Contractor in the performance of its mission to operate and manage the public access television resource (together with the Inventory, referred to hereafter as "Equipment"), the City shall be responsible for funding and facilitating maintenance and repairs on such Equipment if it is owned by the City; however, if such Equipment was acquired by a Contractor or a third party (e.g., cable operator) with a duty to fund or perform maintenance and repairs on such Equipment, then the City shall be responsible for facilitating, as opposed to funding, such maintenance and repairs. The

process for securing the necessary maintenance and repairs of such Equipment, should same become necessary, shall be as follows: Upon reasonable request and notice by Contractor, the City shall endeavor to facilitate and/or fund (depending on the owner of such Equipment) the repair of non-essential video, production, editing and broadcast equipment within thirty (30) days; however, for essential video, production, editing and broadcast equipment, computers, etc. that are essential and necessary for the full performance of Contractor's obligations hereunder, the City shall endeavor to make arrangements for repairs not later than ten (10) days from the date such repair is requested. If City and Contractor mutually agree that replacement of such non-essential or necessary Equipment is necessary or advisable, to initiate the procurement process for such replacement as soon as possible, but not later than ten (10) days from the date it is determined that replacement equipment is needed. Contractor shall be responsible for maintaining any equipment Contractor voluntarily acquires on its own initiative for equipment above and beyond the equipment provided by the City and/or cable company.

Notwithstanding the text above, the parties agree that nothing herein shall relieve Contractor of its obligations to seek monetary and, if appropriate, non-monetary damages for any equipment that is broken or destroyed due to the negligence or willful misconduct of any employee, agent, contractor or invitee of Contractor, or any producer or other user of facilities.

5. Contractor will not knowingly permit (and will institute protections to help prevent), any facility it manages or the cable channel under its control to be used for the production or dissemination, regardless of the technology used, of any material that can be legally defined as Obscene, found to be defamation, libel and/or slander; in violation of copyright or other intellectual property law, commercial speech inconsistent with the requirements for non-commercial public access programming; material in violation of privacy or misappropriation laws; material lacking proper consents and/or authorizations; or other unlawful material, subject to and in accordance with applicable law regarding what constitutes unlawful programming and the due process that may be applicable with respect to limitations, restrictions, prohibitions, remedies, sanctions, settlement agreements and other dispositions regarding such programming.
 - a. Contractor shall make good faith efforts to prevent the airing of such obscene programming and shall suspend, any such programming subject to applicable law, if and when Contractor receives actual and reasonable knowledge of the unlawful content and/or character of that programming.
 - b. Contractor shall require program producers and or program sponsors to sign a user and/or producer/sponsor form (however termed) by which the producer(s)/sponsor(s)/user(s) accept responsibility for liabilities, if any, arising from the cablecasting of their productions or sponsored programming, including but not limited to liabilities for defamation, copyright violation and other possible liabilities, and in such form the producer(s)/sponsor(s)/user(s) shall acknowledge that they shall not hold the City and/or Contractor liable, and shall indemnify the City and/or Contractor, for their own productions and or sponsored programming.

6. The public access channels are not intended to be a public forum, however, the public does have some rights of access consistent with lawful access center operating guidelines that may be established as indicated in *Denver Area Educational Telecommunications Consortium, Inc. v. FCC*, 116 S.Ct. 2374 (1996); therefore in enforcing this provision, Contractor will follow procedures which are legally appropriate for the regulation of speech in such a quasi- forum, including procedures which conform to the access center procedures identified by the United States Supreme Court in *Denver Area Educational Telecommunications Consortium, Inc. v. FCC*, 116 S.Ct. 2374 (1996) and *Freedman v. Maryland*, 85 S.Ct. 734 (1965)
7. Contractor shall make best efforts to notify public access producers that city-owned programming is not available to producers for re-airing on public access channels without explicit authorization from the City, to the extent consistent with any public records or other applicable law.
8. Contractor shall provide equipment and channel time to qualified producers who have completed all necessary training and whose skills and knowledge meet minimum criteria established by the Contractor, approved on a content-neutral, nondiscriminatory basis. Contractor shall, in general, provide equipment and channel time on a non-discriminatory basis, subject to reasonable scheduling practices including but not limited to channel time scheduling preferences for locally produced programming as reasonably defined by Contractor.
9. Contractor may make use of the facilities and equipment under its custody, care and control for generating additional funding subject to applicable law. Revenues generated from such activities shall be spent for non-commercial purposes only and pursuant to this contract. All such activities must be in conformity with Contractor's tax status and must serve to further the goal of promoting the public's use and access to cable television or other cable-related media and not interfere with the financial support of public access, the use of the public access facility and or channel time by the users.
10. Contractor shall adopt and follow proper accounting, procurement and employment policies and practices and maintain documentation of expenditures of City Operating Funds provided under this Agreement, including but not limited to documentation of the following:
 - a. Evidence that competitive procurement processes were used for purchases
 - b. Maintenance of receiving or shipping documents related to invoices to ensure that types and quantities of goods received agree with the invoice before payment is processed.
 - c. Cancelled invoices (when checks are signed and payments released)
 - d. Transactions are posted in the Contractor's accounting system (i.e. general ledger, transactions detail by account, budget to actual, profit and loss and balance sheet).
 - e. Written contracts or subcontracts, including but not limited to contracts for professional services or contracted labor, that describe the work, services or products to be provided, commencement date, term of contract, and compensation or fees to be paid.
 - f. Employee personnel records including each employee's hire date, job description, job acceptance with beginning salary, payroll changes, and termination date.

11. Contractor shall maintain all records required under this Agreement for three years following the termination of this Agreement, or until the conclusion of any audit or legal proceeding regarding this Agreement, whichever is later.
12. Contractor shall design and implement internal controls to provide reasonable assurance of compliance with contractual obligations, to safeguard assets of the Contractor and assets of the City, and to ensure that processes and reports are in compliance with generally accepted accounting principles. Such controls should be implemented in a cost effective manner.

C. Production Training and Programming

1. Contractor shall educate/train requesting individuals, institutions, non-profit and community based organizations in the production of non-commercial television programs. To this end, Contractor shall:
 - a. create and provide training curriculum for various levels of television production proficiency;
 - b. make training available to financially and physically disadvantaged citizens, including the use of fee discounts, if applicable;
 - c. enter industry and community awards competitions as appropriate and feasible.
 - d. further to the Contractor's training activities, Contractor understands and agrees it is the responsibility of the individual producers to use the training received to produce their own programs, and although the Contractor provides training, the Contractor is not responsible for providing technical assistance to individual third party producers in their actual production of programming, as said producers will be responsible for generating their own programming.
2. Curricula and other training programs and training activities mentioned above shall be described in the annual Work Plan and identify measurable criteria that are agreed upon by the parties and that insures the work in these areas meets or exceeds current standards and practices generally accepted in the field of public access television.
3. Contractor Production of Programming
 - a. In addition to training volunteer producers and members to produce their own public access programming, the Contractor staff shall produce a reasonable amount of staff-produced local programming about important Nashua events. The Contractor may exercise reasonable judgement regarding the selection of material for Contractor coverage and/or production, however, the Contractor shall develop criteria consistent with such programming informing the Nashua community about matters relating to Nashua community, historic and cultural events, Nashua organizations, businesses and individuals, including but not limited to coverage of the following Nashua special events, subject to availability of resources, such as:

Nashua Memorial Day Parade
Fourth of July
Summer Fun

Nashua Art Walk
Nashua Veterans Day Parade
Nashua Holiday Stroll

- b. Survey to facilitate Contractor production of local programming material:
To facilitate Contractor production of local programming of interest to the Nashua community, the Contractor will circulate a community media survey to Nashua residents, organizations and community leaders to ascertain local programming interests. Contractor staff will be guided by such survey results in prioritizing subjects for staff-produced local programming in accordance with the above. Contractor production of programming consistent with interests identified in the Survey shall be a priority hereunder, consistent with Contractor retaining control over programming production activities and decisions.
- c. Importation of Non-commercial material of interest to the Nashua community:
In addition to producing programming as indicated in above; and in addition to cablecasting of programming produced by public access producers in accordance with the terms hereof, the Contractor may import non-local, non-commercial programming and sponsor cablecasting of same on the public access channel, if and when additional programming material is beneficial for programming purposes. Although the Contractor shall retain control over its own programming decisions, Contractor will make good faith efforts to import such non-commercial programming that relates to issues of interest identified in the community surveys implemented under paragraph (b) above.

D. Development and Implementation of Non-City Revenue-Generating Activities

- 1. Contractor shall explore the opportunity to pursue, develop and implement non-City revenue generating activities, which may include, but not be limited to:
 - a. identifying grant opportunities and applying for grant funding;
 - b. implementing traditional fund-raising activities, such as charity auctions and other special events;
 - c. developing and holding additional, fee-based advanced training seminars and workshops; and
 - d. promotion sponsorship and underwriting of programs consistent with underwriting standards for noncommercial, tax exempt television stations;
 - e. charging of customary and reasonable producer and/or membership fees.
- 2. Specific goals and benchmarks to measure success shall be established by the City subject to consultation with the Contractor and agreed upon by both parties, and shall be such that the work in these areas meet or exceed current standards and practices generally accepted in the field of public access television and shall at least show goals and benchmarks for the major public access television outputs, including but not limited to hours of programming, programming produced by access center staff, hours of training, and number of people involved in different activities of the public access center.

3. The Contractor recognizes that the City highly discourages any revenue enhancing effort that relies in whole or in part on establishment of or an increase in existing user fees for access courses and programs.

E. Development and Implementation of an Operations Development Plan

Contractor shall: develop a multi-year phased plan as necessary to support and expand operations (including supplementing or expanding any dedicated or shared equipment provided by the City). The plan should include sufficient detail to assist the City and Contractor in estimating the approximate funds necessary annually to support and expand ongoing operations, and to meet objectives including:

- a. increasing frequency, depth, and quality of broadcasts;
- b. increasing constituent satisfaction with content and delivery;
- c. increasing public participation and involvement in public access television activities; and
- d. increasing the technical quality of productions and cablecasts.

SECTION 4. REPORTING REQUIREMENTS.

A. Budget Preparation and Submission

Contractor shall be accountable to the Contract Manager and shall at all times maintain full, accurate and current records documenting the level of Contractor's services provided under this contract. The Contract Manager may change the reporting schedule with 14 working days notification to the Contractor.

At least twenty (20) days prior to the beginning of its fiscal year, Contractor shall provide Contract Manager with a copy of its proposed budget for services under the contract, showing Contractor's plans for expenditure of all funds. Contract Manager shall provide comments (if needed) to Contractor within twenty-one (21) business days of receipt of the proposed budget, or notification of the necessity of an extension for review and comment by other City staff or agents.

Within 90 days following the beginning of the Contractor's fiscal year, the approved budget adopted by the Contractor board must be submitted to the Contract Manager. As stated in Section 4 – Reporting Requirements, City shall receive as part of the reports submitted by Contractor, a reconciled report of actual expenditures from the previous fiscal year.

Contractor's Bylaws, other governing documents or policies shall address written policies and procedures that specify the processes by which the budget is developed, approved, implemented, monitored and revised, and maintain supporting documentation for budgeted amounts.

B. Budget monitoring and procedures

Contractor shall compare actual expenditures to budgeted amounts for Operating Funds on at least a quarterly basis. This comparison should identify budget

variances, which shall be investigated and reported, and corrective actions taken, as well as preparation of projections of annual expenditures in order to anticipate areas of shortfall or surpluses expected at year end.

C. Quarterly Activity Report.

Contractor shall provide to the CTAB quarterly reports during regularly scheduled monthly public meetings. Each quarterly report must include, at a minimum:

1. the total number of programming hours made available to the public on each channel and through the use of other technologies such as webcasting;
2. a summary of the programming sources and hours for each channel, including:
 - a. new programming produced using City facilities or equipment, including original and repeated playback;
 - b. events, programs and any other form of community announcements including bulletin board slides;
3. a report of all complaints received by the Contractor during the reporting period, including copies of any written complaints; and
4. any other information that either the City or the Contractor believes relevant to show achievement of stated performance goals.

D. Annual Report

Contractor shall file no later than the sixtieth (60th) day after the close of the fiscal year an annual report containing, at a minimum:

1. the Contractor's organizational chart, listing LLC Members and staff by function;
2. the number of people employed by Contractor, both full and part-time/number of independent contractors;
3. an annual inventory summary;
4. a summary of quarterly programming source & hours;
5. a schedule of all fees and charges levied by Contractor to the City, with the percentage change from the previous annual report (and all fees and charges levied upon producers & users if any);
6. a summary of all programming outages experienced, noting root causes and remedial actions;
7. a copy of the complaint and appeal procedures used by the Contractor, any changes made, a general description of the types of complaints and appeals received and the dispositions thereof;
8. a copy of the Operations Development plan;
9. the number and types of persons using the Facilities, such as organizational or individual, represented as totals and as percentages of the overall number of users, categorized by place of residency (and such other categories as were used in the annual viewer survey, and in the contract initiation survey);
10. a copy of equipment maintenance logs;
11. a list of training classes, schedules, and rates (if any);
12. the annual fundraising report, detailing all funding sources and how the funds were allocated;
13. annual survey of producers & viewing community(see Section 3.C.3.b), which shall include but not be limited to demographic information and customer satisfaction; survey instrument

- will be mutually agreeable between Contractor and the Contract Manager; results of survey shall be presented to the CTAB; and
14. such other information as the City may reasonably request at least thirty (30) days prior to report.

E. Annual Financial Statement

No later than the ninetieth (90th) day after the close of the Contractor's fiscal year, Contractor shall present to the City a written annual report (the "Annual Financial Report"). The Annual Financial Report shall present a composite picture of Contractor's operations for the 12-month period that constitutes the Contractor's fiscal year, and shall include: a reviewed or audited financial statement or tax return for Contractor as prepared for the Internal Revenue Service. Review or Audit return shall be prepared by the contractors Certified Public Accountant according to generally accepted accounting principles;

SECTION 5. CITY OBLIGATIONS.

- A. Contract Administration. The PEG Program Department, in collaboration with the Purchasing Manager, shall manage this contract on behalf of the City. The Contract Manager will coordinate compliance and performance determinations regarding this contract.
- B. Liability of City for Funding Under Contract Limited.
1. Notwithstanding any other provision of this contract, the total of all payments to be made to Contractor under this contract shall not exceed a total of \$506,800 through the end of the term, or such other amount as City Board of Aldermen may approve ("Operating Funds"). Funding in the amount of \$175,000 is pending approval in the FY2023 operating budget of the City's PEG public access television account. Upon written agreement, the parties may decide to extend the contract for additional one-year or alternative terms. The Contractor and the City each acknowledge and agree that payment of the Operating Funds constitutes full and satisfactory financial consideration for the performance of all the Contractor's obligations under this contract.
 2. The Contractor and the City acknowledge and agree that the City's funding obligations to Contractor as noted in Section 5.B.1, above, are contingent upon the City's receipt of payments according to provisions of a cable franchise agreement negotiated with a local cable service provider(s). These provisions require the local cable operator to finance PEG access activities through the payment of "PEG access support grants" and franchise fees, which may be reduced under or pursuant to state or federal legislation. If for reasons beyond the City's control, the City does not receive payments to provide Contractor the Operating Funds agreed upon in this contract, and necessary for Contractor's full and complete performance under this contract, then the City shall notify Contractor in writing no later than the twenty-first (21st) business day after it becomes aware of such shortfall in funding. In the event of such shortfall, the City may either reduce the amount allocated (as reasonably prorated) as Operating Funds during the period of shortfall (and similarly reduce, the manner or cost of Contractor's services to be provided hereunder), or either of them may terminate this contract as provided in section 21.

3. This contract does not obligate the City to remit payment from its General Fund, or from any other moneys or credits belonging to the City. The City shall not be liable for, and Contractor releases, indemnifies and hold the City harmless from, any claims or demands for:
 - a. costs paid or expenses reimbursed by any third party;
 - b. expenses incurred either prior to or after the term of this contract, and the parties agree that this does not apply to a hold-over period, as the Contractor shall be paid Operating Funds during any holder-over period;
 - c. expenses incurred for items or services outside the scope of services to be provided by Contractor; or
 - d. any costs or liabilities arising from the acts or omissions of contractor, its employees, agents, contractors and/or guests and invitees.
- C. Network Access. A number of institutional network access points, and origination points for cablecast to the cable operator (better known as “drops”) are installed throughout the city as part of the City infrastructure or under a provision of the standard cable operator franchise. These “drops” are intended to allow the production of live, on-site cablecasting. Contractor may, at its discretion and free of charge, make use of these drops in the production of live cablecast productions, subject to City guidelines and/or supervision. Contractor shall coordinate and schedule use of the network through the PEG Program Department. Contractor shall be responsible for any damage to such drops to the extent Contractor may have been the party causing such damage if negligently or willfully caused.

SECTION 6. PAYMENTS TO CONTRACTOR.

A. Method of Payment

At the beginning of each calendar quarter, the City shall pay Contractor one-fourth of the annual Operating Funds allocated for the contract year. The first payment to Contractor following execution of this contract shall be due within thirty (30) days of the first day of the quarter. Thereafter, Contractor shall submit an invoice for annual or quarterly payment (as agreed by the parties) to the Contract Manager prior to the beginning of each calendar quarter (April 1, July 1, October 1, and January 1) or new fiscal year. City shall pay Contractor this amount within thirty (30) days of receipt of the request for payment.

B. Expenditure of Funds/Carry-over Funding

The Contractor shall expend funds provided by the City solely for Public Access purposes identified and authorized in this Agreement. Funds not expended in one funding year shall be carried over for said purposes into succeeding years. Upon termination or expiration of this Agreement, all funds of any kind received pursuant to this Agreement from the City and not expended by Contractor shall be returned to the City or carried over into a subsequent agreement between the City and the contractor or its successor. The Contractor shall provide for such financial control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from the City.

C. Contract Close Out

1. Contractor shall submit a final financial report, including a final expenditure report following the close of the time period covered by the last invoice requesting a drawdown of funds under this agreement, to the Contract Manager not later than the sixtieth (60th) day after the termination of this contract.
2. Upon termination of this contract, any unused funds, rebates, credits (or interest earned) on Operating Funds or Capital Equipment Funding held by Contractor must be returned to the City. Subject to the approval of the Contract Manager and the City, Contractor may withhold Operating Funds sufficient to cover the actual cost incurred to preserve and maintain operations after Contractor receives notice of contract termination but before the actual termination date but in no event shall such withholding of funds result in withholding funds which combined with prior payments exceeds the contract payment amount set forth in Section 5.B above, as due for the twelve months covered by this contract.

SECTION 7. USE OF ACCESS FACILITIES, EQUIPMENT AND TRAINING.

- A. Contractor shall, within sixty (60) days after execution of this contract, adopt a comprehensive set of policies and procedures for the use of all facilities, equipment and available training, which is funded in whole or in part by, or provided as services under this Contract. A copy of the comprehensive policies and procedures shall be provided to the City no later than the thirtieth (30th) day prior to adoption or updating, for advisory Local Franchising Authority review and consultation.
- B. It is the sole responsibility of the Contractor to ascertain and establish rules, procedures and guidelines appropriate for the use of facilities, equipment and training consistent with this contract, subject to providing the City with reasonable advance opportunity for consultation on same. The Contractor may amend these rules, procedures and guidelines as the need may arise.
- C. The Contractor shall provide to City a copy of its policies and procedures, and shall provide to City any proposed changes to the policies and procedures that require CTAB approval at least ten (10) days prior to the date the proposed changes are to be approved by CTAB.

SECTION 8. OWNERSHIP OF PROPERTY.

- A. Contractor shall notify Contract Manager in writing within five (5) calendar days of its receipt of any durable property purchased with contract funds to enable the City to identify and record such property as fixed assets of the City, or as such asset classifications as appropriate. The Contractor shall:
 1. maintain custody and control over all property provided by the City;
 2. maintain detailed property records; and
 3. provide assistance with PEG program staff to perform an annual physical inventory of shared equipment. Contractor shall provide an annual inventory of any non-city owned equipment, including funding sources and/or donors.

Any property purchased hereunder using contract funds shall be property of the City.

- B. Contractor shall notify the Contract Manager in writing not later than twenty-four (24) hours following any loss of or damage to City facilities or equipment. Contractor shall seek to recover from parties responsible for such loss or damage, and shall inform the Contract Manager in writing of status of the Contractor's efforts not later than the tenth (10th) calendar day following the date of initial notice of such loss or damage. Contractor shall provide progress reports on its efforts to seek remuneration for such loss or damage to the Contract Manager once every thirty (30) calendar

SECTION 9. CITY AUDIT AND INSPECTION.

The Contractor agrees that authorized representatives of the City may have access to, and the right to audit, examine, or reproduce, relevant records or documents of the Contractor directly related to the contractor's performance under this contract, excluding any work product, attorney client privileged materials, interoffice memoranda, emails and the like. The Contractor shall refund the City for any unauthorized uses of Operating Funds or Capital Equipment Funding disclosed by an audit. Costs of any audit shall be the responsibility of the City. The City reserves whatever lawful rights it has to participate in and or otherwise pursue compensation or damages payments in connection with the foregoing.

SECTION 10. PERFORMANCE REPORTS AND EVALUATIONS.

- A. The Contractor shall submit periodic reports as specified in section 4 above ("Reporting Requirements") in a format approved by the City.
- B. The Contractor shall furnish such statements, records, reports, data and information to the City at such times and in such form as the Contract Manager may reasonably require.
- C. The City may perform on-site evaluations of Contractor's performance under this Contract at any time upon twenty four (24) hours written notice (including email or other electronically delivered notice).
- D. The Contract Manager may perform an on-site audit of books, records and equipment during business hours, upon twenty four (24) hours written notice (including email or other electronically delivered notice).
- E. The Contract Manager may conduct annual performance evaluations based on measurables reflected in the Contractor's annual Work Plan to be conducted sixty (60) days prior to the end of the contract term.

SECTION 11. REPRESENTATIONS AND WARRANTIES.

- A. The Contractor represents and warrants that:
 - 1. All information, reports and data furnished to the City by Contractor are complete and accurate as of the date furnished to the City, and that Contractor shall promptly notify the Contract Manager in the event of any material change affecting the accuracy or completeness;

2. All financial statements and information furnished to the City are complete, accurately reflect the financial condition of the Contractor on the date shown on said report, accurately show the results of the operation for the period covered by the report, and that since said date there has been no material change, adverse or otherwise, in the financial condition of the Contractor;
3. Contractor has promptly notified the Contract Manager of any and all pending or threatened legal proceedings against the Contractor;
4. Contractor shall take all reasonable measures to ensure that the City's equipment and facilities for public access will not be used for commercial purposes;
5. None of the provisions herein violates, or is in conflict with, the authority under which the Contractor is doing business, or the terms of any obligation or agreement of the Contractor;
6. The Contractor has the power to enter into this Contract and accept payments hereunder, and the Contractor has taken all necessary action to authorize such acceptance under the terms and conditions of this Contract;
7. None of the assets of the Contractor is subject to any lien or encumbrance of any character except for current taxes, except as shown in the financial statements furnished by the Contractor to the City;

B. Conflict of Interest:

It is acknowledged that Contractor owns and operates local radio station WSMN 1590AM/95.3FM

1. Except as noted above, Neither Contractor nor any member of its LLC presently has any interest, and the Contractor agree that they shall not acquire any interest, direct or indirect, that conflicts in any manner or degree with the performance of Contractor's services, as described herein. Contractor further warrants that during the term of this contract no person having such interest shall be employed or appointed as a member of its LLC;
2. No member of Contractor's LLC or its staff, subcontractors or employees shall possess any interest in, or use their position for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves, or others, particularly those with which they have family, business, or other ties;
3. Neither Contractor's LLC or employees, nor City staff or officials, shall be afforded preferential treatment with respect to resources solely under the control of Contractor;
4. No officer, member, or employee of the City and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract, shall: (i) participate in any decision relating to the contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has a personal financial direct or indirect interest; or (ii) have any personal financial interest, direct or indirect, in this contract or the proceeds.

- a. Contractor shall make reasonable responses in writing or verbally, depending on how the inquiry was made to the Contractor, to public inquiries regarding its operations.
- b. Before Contractor adopts any rules and procedures governing the provision of services pursuant to this Contract, all interested parties, such as active producers, shall be given an opportunity to be heard at a Board meeting.
- c. Each of these representations and warranties shall be continuing in nature and shall be deemed to be reaffirmed each time the Contractor accepts payment for services provided under this contract.

SECTION 12. INDEMNIFICATION AND INSURANCE.

- A. The Contractor agrees to hold the City, its officers, agents, employees, and assigned volunteers harmless of any and all actions, claims, demands, costs, damages and liabilities on account of or arising out of the City's payments to the same of the funds referred to in Section 6 of this Agreement.
- B. The Contractor shall hold the City and its officers, agents, employees and assigned volunteers harmless from and defend and indemnify them against any and all actions, claims, demands and liability arising from the negligence or other legal fault of the governing body, officers, agents, employees and assigned volunteers of the Contractor.
- C. Contractor for itself and its agents, employees, and any authorized subcontractors, shall defend, indemnify and hold the City, its successors, assigns, officers, employees and elected officials, harmless from and against any and all claims, demands, suits, causes of action and judgments, whether in contract or in tort or otherwise (including negligence and strict liability), arising out of, incident to, concerning or resulting from the performance of any services under this contract or the negligence or willful misconduct of Contractor, its agents employees, and/or subcontractors, in the performance of services under this contract, including, but not limited to, claims for:
 1. damage to or loss of the property of any person (including but not limited to Contractor, its agents, officers, employees and subcontractors, and third parties);
 2. death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of Contractor; and
 3. violations of any laws, rules regulations, procedures and policies of the Federal, State and local governments, including any claims arising out of any content or program material produced and/or broadcast, including but not limited to, claims in the nature of libel, slander, invasion or privacy of publicity rights, non-compliance with applicable laws, license fees and the unauthorized use of copyrighted material.
- D. Contractor shall not be obligated under this section to indemnify and hold the City harmless for claims, damages, and losses, if any, to the extent that the claim, damage, or loss was caused by the negligence or willful misconduct of the City.

- E. The Contractor shall, at its own expense, obtain and maintain for the duration of this Agreement insurance indemnifying the City and itself from and against all claims for liability, injury or damage to persons or property caused by the use of the Public Access facility and equipment by the governing body, officers, agents, employees and assigned volunteers of the Contractor. Such insurance shall not be less than One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person or property damage resulting from any one occurrence, with a total of Two Million Dollars (\$2,000,000.00) per occurrence. The policy shall name the City and its officers, agents, employees and assigned volunteers as additional insured.
- F. All Vendors and subcontractors at every tier under this project will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".
- G. The Contractor shall, at its option, provide insurance on any non-City owned or donated equipment.
- H. The Contractor shall provide a Certificate of Insurance with the types and amounts of coverage required herein within thirty (30) calendar days of notification of award, unless otherwise specified. The Certificate of Insurance, and annual updates, shall be mailed to the following address:

City of Nashua
Risk Management Office
Attn: Jennifer Deshaies
229 Main Street – City Hall
Nashua, New Hampshire 03060

The Contractor shall instruct its insurance agent and/or insurance carrier to require that no insurance certificates shall be cancelled without a minimum of thirty (30) days prior written notice to the City.

- I. The Contractor shall not commence work under this contract until it has obtained all required insurance and until such insurance has been approved by the City of Nashua Risk Management Office and the Contract Manager; this contract shall be deemed voidable by the City if proof of insurance is not submitted within thirty (30) working days of the execution of this contract.
- J. The required insurance must be written by a company licensed to do business in the State of New Hampshire at the time the policy is issued, and all insurance (other than Worker's Compensation) shall name the City, its departments, employees and agents and assigned volunteers as an additional insured.
- K. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust required insurance coverages and their limits when deemed necessary and prudent by the City's Purchasing Manager based upon changes in statutory law, court decisions, or the claims history of the industry and/or Contractor.

- L. **Equipment Insurance.** The City will maintain all risk property insurance (e.g., fire, flood, disaster, etc.) on all public access television production equipment provided for use by Contractor or purchased with funds or funding resulting from this contract, unless the City determines that the equipment is insured by another entity, such as a cable operator. Nothing in this section shall abrogate the City's and any cable franchisee's responsibility or obligation to maintain, repair and/or replace such equipment at City's or cable franchisee's own expense, as provided in section 4 of this contract, when the loss is not covered by insurance. Contractor shall be responsible for the deductible where the City has actually made a claim under Contractor's insurance policy. Any deductible under the City's policy shall be responsibility of the City.

SECTION 13. WORKFORCE.

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services that they will perform under the contract. The Contractor shall employ its Nashua public access workers/staff as independent contractors.
- B. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, or was under the influence of alcohol or drugs on the job, the Contractor shall immediately investigate allegation and if necessary take steps to lawfully remove or suspend such worker from contract services, and/or provide other lawful remedies and/or sanctions that are found appropriate in light of the totality of circumstances; and if said worker is removed or suspended lawfully, Contractor may not employ such worker again on contract services without the City's prior written consent, subject to applicable law.

SECTION 14. COMPLIANCE WITH APPLICABLE LAW, INCLUDING HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS.

The Contractor, and its respective employees, shall comply fully with all applicable federal, state, and local laws, including but not limited to health, safety, and environmental laws, ordinances, rules and regulations, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA), in the performance of the services required under this contract. In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph (collectively, "Indemnified Claims"). Notwithstanding anything to the contrary, the Contractor shall have no liability to the City and no obligation to indemnify and hold the City harmless if any claim, demand, suit, action, judgment, fine, penalty or liability is caused by the City's failure to satisfy or perform its obligations under this contract, including the City's promise to maintain the access facility used by Contractor substantially in accordance with legally required regulations.

SECTION 15. POLITICAL ADVERTISING.

No funds received by the Contractor from the City or as a result of services provided under this contract, shall be used for political advertising. Political advertising includes, but is not limited to, any communication with the public to further the appointment, election, defeat or removal of any applicant,

incumbent, or candidate for public office, or any communication with the public to influence the passage, defeat or final content of any federal, state, or legislation, however, the foregoing is intended to apply to political advertisements, and not apply to bona fide political speech. The contractor shall comply with any and all laws applicable to 501(c) 3 nonprofits not supporting or opposing candidates or intervening in campaigns, subject to members of the public, but not the contractor, having lawful public access rights relative to bona fide political speech that is not advertising.

SECTION 16. RIGHTS TO PROPOSAL, CONTRACTUAL MATERIAL, AND COPYRIGHTABLE MATERIAL.

When copyrightable documents, audio/video productions or any materials are produced by Contractor for the purpose of providing services under this contract, the program producer and City shall have joint ownership of any copyrighted materials and the City is hereby granted a perpetual, royalty free license to these copyrighted materials for any municipal purpose (other than commercial exploitation) The parties agree that the term 'commercial exploitation' shall not restrict City's ability to allow the public to obtain copies of the materials upon payment of customary and reasonable duplication fees. In the event the Contractor is the producer of a program, programs produced by the Contractor hereunder shall be deemed works for hire in which both the Contractor and the City shall share joint copyright.

SECTION 17. INDEPENDENT CONTRACTOR.

The contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor as between the City and the contractor. The Contractor agrees and understands that the contract does not grant any rights or privileges established for employees of the City and Contractor is expected to have sufficient autonomy with respect to implementation of details to satisfy applicable criteria with respect to being an independent contractor.

SECTION 18. SUBCONTRACTING.

Notwithstanding Contractors disclosed use of independent contractors in its RFP proposal response, Contractor may not subcontract for the performance of any of Contractor's services without written approval of the City, except for independent videography services on a case by case basis. Any purported subcontract made in violation of this section is null and void.

SECTION 19. CONTRACTOR CHANGES.

Contractor shall notify the Contract Manager of any change in the Contractor's LLC membership, within ten (10) working days of its occurrence. Contractor shall notify Contract Manager of any change in Contractor's corporate structure, or any Board of Director resolution affecting performance of this Contract, within ten (10) working days of its occurrence.

SECTION 20. SUSPENSION OF FUNDING.

In the event that Contractor fails to timely and properly perform any of its obligations under this contract, the City, without limiting any rights it may otherwise have, may withhold further payments to the

Contractor. The Contract Manager shall give Contractor notice in writing of its decision to suspend funding. Such notice shall be given by certified mail return receipt requested, hand delivery, or facsimile communication to the Contractor's executive director assigned to the Nashua studio. The notice shall identify the nature of the default and the action required for cure. If the default has been cured to the City's reasonable satisfaction, the Contractor will be restored to full compliance status and paid any withheld funding. If however, the Contractor has not cured the default within (thirty) 30 working days, or absent any type of agreement to remedy the default the City may terminate this contract under section 21 below, or exercise such other remedies available to the City under law or in equity. However, upon reasonable written request of Contractor, the City shall afford Contractor a reasonable and fair opportunity to be heard on the matter.

SECTION 21. TERMINATION.

A. The City may terminate this contract for cause if Contractor:

1. fails to cure a default as noted in section 20;
2. materially breaches any provision of this contract;
3. is in a financial condition that endangers the performance of this contract;
4. is delinquent, in payment of taxes or of costs of performance of this contract in the ordinary course of business.

B. Either party may terminate this contract for convenience by giving at least sixty (60) calendar day notice in writing to the other party. At the end of sixty (60) days, Contractor will be paid an amount not to exceed its total accrued pro-rated costs for services covered under this contract during such sixty (60) day period, with such costs being the pro-rated amount of the contract payment set forth in Section 5.B above. This payment shall be decreased by any payments made in advance to Contractor for the sixty (60) days.

C. Upon receipt of notice of termination, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts relating to the performance Contractor's obligations under this contract. The City shall not be liable to the Contractor or Contractor's creditors for any expenses, encumbrances or obligations whatsoever, incurred after the date Contractor receives notice of termination. However, City shall be liable for payment for services rendered by Contractor up through and including termination along with any costs/expenses owed to third parties through termination date. Failure to terminate outstanding orders or subcontracts relating to the performance of this contract is a material breach of this contract.

SECTION 22. MODIFICATIONS.

The contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the contract.

SECTION 23. INTERPRETATION.

The contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement except that i) the parties agree to carry out their obligations hereunder in a manner subject to and consistent with the cable franchise between the City of Nashua and Comcast or its successor(s) as in effect during the term of this Agreement, and said cable franchise is incorporated herein by reference; and ii) Contractor shall also be bound by any commitments in its reply to the City's Request for Proposal dated February 24, 2022, attached hereto as Exhibit C, and said reply to the RFP shall be incorporated herein by reference, and in the event of any variation between said reply to the RFP and this contract, the City shall have the option of applying the more stringent terms. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the contract.

SECTION 24. DISPUTE RESOLUTION.

If a dispute arises out of or relates to the contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they may pursue any legal remedies as may be available. This contract shall be interpreted under the laws of the State of New Hampshire and venue to be the Hillsborough County Superior Court absent a judicial issue requiring venue with the Federal District Court.

SECTION 25. NOTIFICATION OF ACTION BROUGHT.

In the event that any claim, demand, suit or other legal action, including without limitations, any communications concerning copyright infringement, or criminal indictment is brought by any person(s), or entity against the Contractor, Contractor shall deliver copies of such to the Purchasing Manager within twenty four (24) hours after receipt.

SECTION 26. OTHER NOTICES.

Contractor shall notify the Purchasing Manager within two (2) working days, by providing the copies of documents concerning:

- A. Contractor filing for relief under the Bankruptcy Code;
- B. the appointment of a trustee, receiver or liquidator for all or a substantial part of the Contractor's property;
- C. any reorganization, or liquidation proceedings by or against the Contractor; and

- D. the filing of any lien or attachment against any property or bank account of Contractor
- E. the filing of any other legal cause of action directly relating to the services funded or provided under this agreement

SECTION 27. ASSIGNMENTS.

Contractor shall not transfer, pledge or otherwise assign this Contract or any interest therein, or any claim arising there under, to any other party, bank, trust company or other financial institution. Any purported transfer or assignment made in violation of this section is null and void.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

This Contract does not confer any enforceable rights to any person or entity, which is not a party to this Contract.

SECTION 29. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

The Contractor shall comply with all applicable laws, rules, regulations, procedures and policies of the Federal, State and local governments.

SECTION 30. LEGAL AUTHORITY.

The persons executing this Contract on behalf of Contractor represent and warrant that they are duly authorized and empowered to execute this Contract, that Contractor has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of Contractor.

SECTION 31. SEVERABILITY OF PROVISIONS.

If any provision of this Contract, or its application to any person or set of circumstances is held to be unconstitutional, invalid, or unenforceable, that holding shall only affect the words, phrases, clauses, or provisions so held, and such holding shall not affect the remaining portions of this Contract, this being the intent of the Parties in entering into this transaction; and all provisions of this agreement are declared to be severable for this purpose.

SECTION 32. NON-WAIVER OF PERFORMANCE.

In no event shall any payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No waiver by the City of any one or more of Contractor's defaults shall operate as an express or implied waiver of any other existing or future default. Waiver by the City shall not be deemed a practice or course of dealing between the parties contrary to the express terms of the Contract.

SECTION 33. CONTRACT ENTIRE AGREEMENT.

This Contract, together with the attached exhibits constitutes the entire agreement between the parties hereto with respect to the matters covered by its terms. No other agreement, assertion, statement, understanding, or other promise made by any party, or to any employee, officer, or agent of any party that is not embodied in this Contract shall have force or effect except that i) the parties agree to carry out their obligations hereunder in a manner subject to and consistent with the cable franchise between the City of Nashua and Comcast or its successor(s) as in effect during the term of this Agreement, and said cable franchise is incorporated herein by reference; and ii) Contractor shall also be bound by any commitments in its reply to the City's Request for Proposal dated January 28, 2022, attached hereto as Exhibit D, and said reply to the RFP shall be incorporated herein by reference, and in the event of any variation between said reply to the RFP and this contract, the City shall have the option of applying the more stringent terms.

SECTION 34. VENUE.

The Contract is made under and shall be governed by the laws of the State of New Hampshire, including any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of the State of New Hampshire, and the parties agree to submit to the exclusive jurisdiction of such courts.

SECTION 35. NOTICES.

For purposes of this Contract, all communications and notices among the parties shall be deemed made if sent postage prepaid to the parties and addresses set forth below:

The Contractor

BRBTV, LLC
Robert Bartis
102 Amherst Street
Nashua, NH 03064

City of Nashua, Administrative Services

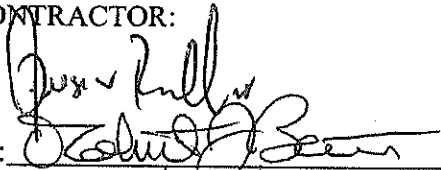
ATTN: Kimberly Kleiner
Director of Administrative Services
229 Main Street – City Hall
Nashua, NH 03060

City of Nashua, PEG Program Dept.

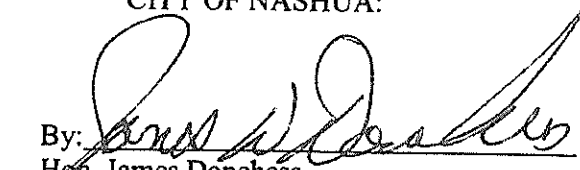
ATTN: PEG Program Manager
229 Main Street
Nashua, NH 03060

IN WITNESS WHEREOF, the undersigned have executed this Contract by their duly authorized representatives as of the 17th day of JUNE 2022

CONTRACTOR:

By: 
Title OWNER/MEMBER OF LLC
Contractor Representative as authorized
in its capacity as a member of the LLC

CITY OF NASHUA:

By: 
Hon. James Donchess
Mayor, City of Nashua

Appendix A
City Owned Equipment List

QTY	LOCATION	DESCRIPTION	MODEL #
1	Office	Approx 8'x10' office space	
	Lobby	XEROX All in one Laser Printer	Phaser 6100
SHARED 30x40 STUDIO SPACE Including:			
3	Studio	Solid state recording camcorder	JVCGY-HM700L17
3	Studio	camera AC adaptor with power cables	IDX IA60A + cords
3	Studio	Y power cable for monitor + HM700	JVC VCY250US
3	Studio	Tripod mounting plate	JVC KA551U
3	Studio	7-inc Color Viewfinder	SWIT
3	Studio	Camera Mounted Teleprompter	Various
3	Studio	100' coaxial cable for HD-SDI from camera (x3)	Belden 1694F
2	Studio	Tripod/ head/ML spreader	Manfrotto 516,545BK
3	Studio	Dolly(wheels)	Manfrotto 114MV
2	Studio	2nd pan handle	Manfrotto 3460HK
3	Studio	Rear focus control	JVC HZ-FM13U
3	Studio	Rear zoom control	JVC HZ-ZS13U
6	Studio	Broadcast Microphone-black	Shure VP64AL
4	Studio	Wireless lavalier mics	SONY
1	Studio	Smartfade 24 Channel DMX Dimmer Control Console	SmartFade 2496
2	Studio	22oz IFR BLUE/GREY/Chroma Green VELOUR CURTAINS 1 EA 0.00 0.00 11.3"H X 40'W	Studio Curtains
5	Studio	Lights-VIDESSENCE 220W 4-LAMP POWER KEY W/PHASE DIM, LAMPS/CLAMP	P220-455BX-D
9	Studio	Lights-VIDESSENCE 110W 2-LAMP POWER KEY W/PHASE DIM,LAMPS /CLAMP	P110-255BX-P
5	Studio	Lights-VIDESSENCE 4-LAMP POWER KEY - 4-way barn door	BD-P220
9	Studio	Lights-VIDESSENCE 2-LAMP POWER KEY Zone Control Key	ZS-P110-W
6	Studio	Lights-575W 115V MED 2P GE #88438	HPL575-GE
2	Studio/Conf Room	Lights-Videssence Softkey 110W 2-Lamp Ceiling Fixture, non-dimm	SK110-255BX
2	Studio/Conf Room	Lights-Videssence Softkey 110W 2-Lamp Zone Control Screen - White	ZS-SK110-W-W
2	Studio/Conf Room	Lights - Videssence Softwash 55W I-Lamp ceiling fixture	SW055-155BX
4	Studio/Conf Room	47" LCD monitor	VISIO VL470M 47"
SHARED CONTROL ROOM EQUIPMENT:			
1	Studio/Control Room	Two channel master intercom station	Telex MS2002
1	Studio/Control Room	Gooseneck mic for above station	Telex MCP90-12
6	Studio/Control Room	One channel standard belt pack	Telex BP1002
6	Studio/Control Room	Single MUFF headset/mic	Telex PH-1

QTY	LOCATION	DESCRIPTION	MODEL #
3	Studio/Control Room	IFB receiver and ear plugs	Telex IFB1000
3	Control Room	desk with overbridge	Middle Atlantic MDV-DSK
1	Control Room	Mini DV, DVD, HD combo player/recorder	JVC SR-DVM600
1	Control Room	Rack mount kit	Middle Atlantic RSH-4S
1	Control Room	8X8 video + stereo audio matrix switcher	Ocean Matrix-SW8X8NT
	Control Room	iPod integration dock 1	Marantz IS201
1	Control Room	Newtek Production switcher + wireless keyboard	NEWTEK Tricaster 8000
1	Control Room	Newtek Talkshow SKYPE Integration Unit	Newtek VS-100
2	Control Room	40" LCD 1080P panel for SWITCHER + Mount (x2)	Samsung LN40B500
2	Control Room	22" LCD monitor plus VGA DA	Samsung 2243SWX/DA
1	Control Room	15" CRT program + VTR preview monitor	JVC TMH150CGU
1	Control Room	JVC13" Color Monitor	TM-A130SU
1	Control Room	16 Channel audio console	Mackie 1604-VLZ3
1	Control Room	100ft 9 XLR fan to box snake	Whirlwind MS-9-0-NR-100
2	Control Room	Control room speakers	Mackie Design MR8
1	Control Room	Audio Compressor/Limiter	DSP-110
1	Control Room	Studio talkback amp 20 watt 70V out with 2 mic inputs	Bogen C20
1	Control Room	Rack mount kit	Bogen RPK35B
1	Control Room	Talkback 70V horn speaker	Atlas Sound AP-15T
REMOTE/EDITING EQUIPMENT:			
1	Control Room	Portable LED Lighting Kit	Various
2	Control Room	Lowel Portable lighting kit	Lowel (Various)
2	Control Room	Newtek Tricaster Mini portable Switcher/Encoder	Newtek Tricaster Mini
4	Edit Bays/Lobby	Viewsonic VX2433 (x4)	24" LCD Monitor (editing)
2	Edit Bays/Lobby	Custom Editing CPUs with MAGIX Vegas Pro editing software (x2)	Multi-Media PC's

Exhibit B

Scope of Work

The operation and management of a public access television organization; or the management of electronic and online media production and cablecast equipment and use of City offered shared production facilities

The promotion and education of the public with respect to the City of Nashua's Public Access Television services for promoting community dialogue and communications diversity;

Prepare and report operating budgets to account for city provided funding.

The contracted Vendor's primary purpose shall be to manage and coordinate access to the City's Public Access Channel, and the use of related facilities and equipment by individuals, groups or institutions to the extent that such channel, facilities and equipment are provided by the City or whose purchase is funded under contract with the City.

Community Television Channels:

Under the 1984 Cable Act, local franchising authorities may require cable operators to set aside television channel "access" for parties other than the cable operator to provide video programming over the cable system. The number of available access channels varies depending on the community, its population, and needs. Cable operators are expressly prohibited from exercising editorial control over the programming content of any Access Channel.

The City of Nashua currently has three designated PEG access channels provided under franchise agreement with Comcast, of which the City has allocated one for Public Access. Location of these channels on the basic tier is the under discretion of the cable provider. The City is currently authorized to collect cable television subscriber PEG support fees from the City's cable television operator, Comcast of New Hampshire/Massachusetts/Ohio, under authority of State of New Hampshire RSA Chapter 53-C. The City, authorized by federal law, assesses this cable operator a subscriber fee per month, which is used to fund the management and operation of the community television channels.

Under the FY2023 annual operating budget the City has allocated funds for public access television. Additional funding may be available to the City's selected public access television operator through grants, program underwriting and sponsorships obtained and developed according to contractual operational guidelines as may be set forth in the City's Cable Franchise Agreement, and in the operating agreement that shall be negotiated with the selected PATO. All additional revenue generated by the vendor must be used pursuant to the agreement with the City. Additional funding may also be available under any increased funding allocation by the City in subsequent annual operating budgets, and provided upon contract renewal.

As currently operated and defined in the City's community television policy and procedure guidelines under resolution R-06-54, content differentiation exists among the three channels: Government programming (GOV), Educational programming (EDU), and Public Access Television programming.

Objective:

To promote the public's opportunity for interactive participation through electronic media resources in the overall community dialogue as a function of day-to-day management of cablecast and production facilities and equipment. Another important purpose is to actively promote an awareness of this opportunity as widely as possible.

Implementation:

Responsibilities of the Vendor shall include managing the operation of the City of Nashua's public access television channel. This includes but is not limited to the following:

Administration and Management:

- I. An annual survey of Nashua franchise customers (local Comcast cable customers) must be performed for evaluation use by the City, and for public dissemination. Survey method, media, and content will be developed in collaboration with the City. This survey's objective will be to determine among other useful operational data:
 - demographic profile of the PEG Access audience;
 - desired and undesired PEG television content preferences (by category and specifics);
 - desired and undesired PEG television delivery and media preferences (by category and specifics);
 - anticipated viewing times and patterns;
 - potential PEG television participant interest (organizational member, volunteer, producer, etc.), and recommended outreach methods for those individuals;
- II. Provide to the City and CTAB and maintain a detailed plan for channel administration, oversight, and governance, which shall include but not be limited to channel policies, soliciting, selecting and managing cablecast content, enforcement and remedies for violations of policies, appeal of enforcement decisions.
- III. Organize and facilitate an annual public meeting to solicit public comment on the performance of the vendor
- IV. Assure that any Public Access Television facilities and equipment (including those that are shared with the City's PEG Program department and those solely provisioned for public access television) are available to all City residents on a nondiscriminatory, non-exclusive, content-neutral basis.
- V. Manage the public access contract, resources and funds derived from the City of Nashua.
- VI. Explore opportunities to develop and implement revenue-generating activities such as media and commodity sales, development of sponsorships, additional sources of funding for Public Access television such as foundation or federal or state grants. No fundraising activity shall interfere with the financial support of Public Access Television, the shared use of the Public Access television facility and or channel time by the users. Fundraising activities must be compliant with appropriate regulations of the Internal Revenue Code, as it may be amended from time to time.
- VII. Using the available dedicated and shared equipment as provided in Exhibit B, develop and maintain a production equipment plan as necessary to support operations and to supplement any dedicated or shared equipment provided by the City
 - Establish rules, procedures and guidelines for use of the Public Access Television channel, equipment and facilities, and file such rules, procedures and guidelines and any amendments thereto with the City.
 - Schedule, monitor, and maintain editing facilities and studio in collaboration with the City's PEG Program department.
 - Monitor equipment and perform maintenance, in collaboration with the City's PEG Program department.
- VIII. Collaborate with the City's PEG Program department staff in ensuring the continuity of cablecast operations, including:
 - notification to PEG Program staff, as soon as practical, of any technical interruption of cablecast of Public Access Television signal regardless of cause or source;
 - collaboration with PEG Program staff to address technical issues and interruptions;
 - collaboration with PEG Program staff to manage and provide coordinated content in the event of a City-designated emergency event;

- maintain a log of programming that is cablecast on the Public Access Television channel, including program/producer name, cablecast information (date/time/length, etc.), and related technical issues. This log will be retained and made available to the City for a minimum of three (3) years;
- assist in providing permanent storage in digital form of selected materials produced or cablecast, ensuring that the content is machine searchable by criteria such as date, title, producer, and keywords;
- provide and maintain a system to ensure the protection of all loaned or City owned property, including establishing a system of non-removable identity tags on all equipment, an inventory log of all such equipment including location and check-in/checkout procedures.

PRODUCTION TRAINING, FACILITIES, PROGRAMMING AND TECHNICAL SERVICES

- I. Educate/train community members, and provide technical assistance in the pre-production, production, and post-production of non-commercial television programs
 - Create and provide training curriculum for various levels of video and cable related multimedia proficiency.
 - Develop outreach programs to involve youth and others in video and cable related multimedia training and production.
 - Develop outreach programs and provide production assistance to promote Nashua's art, history and music culture and to help showcase local participants, and stimulate related economic development.
 - Provide instruction in the use of production and post-production equipment and related skills training.
 - Promote the importance of production quality in public access programming and enforce production standards.
 - Develop and implement programs to facilitate use of public access by financially and physically disadvantaged citizens to the extent required by the Americans with Disabilities Act (ADA) and Federal Communications Commission (FCC) regulations.
- II. Provide equitable channel availability to all segments of the community.
 - Programming shall be provided seven (7) days a week.
 - Schedule and promote programming produced by non-profit and community organizations
 - Establish and follow a "local content" benchmark, i.e., a minimum percentage of cablecast programming produced by Nashua residents.
 - Provide in studio programming produced by BRBTV to include interviews, documentaries and additional content of local interest.
 - Coverage of the following City sponsored events: Nashua Memorial Day Parade, Fourth of July Fireworks, Summer Fun Festival, Nashua Arts Walk, Nashua Veterans Day Parade, Winter Holiday Stroll.
 - Coverage of the following Community organization sponsored events: Performance Arts Center Events, Nashua Historical and Cultural Events, Community Awards Events
 - Continue the broadcasting of content provided by various civic and religious organizations as warranted by viewer interest.
- III. Provide effective operational studio management.
 - In studio presence will be shared between three BRBTV managers to include a studio board/camera operator and manager during posted scheduled hours for recording hosted programs, scheduling programs using an automated scheduler, accepting submittals and managing equipment loans to Nashua residents.
 - Editing and review of submitted programs will be performed by BRBTV program editors.

- Review and approval of Policy and Procedures Manual to include documents signed by hosts or producers of video for broadcast. Ensuring all content broadcasts meet local community standards while ensuring that ALL 1ST AMMENDMENT SPEECH IS PROTECTED AND ALLOWING FOR NO DISCRIMINATION AGAINST SPEECH as defined in the station charter.
- Technical Services Manager to be provided to efficiently resolve both studio and remote broadcast issues as well as be the primary point of contact for equipment troubleshooting, Comcast technical interface and ensuring compliance with FCC technical standards.
- Spanish language staff to promote participation by Nashua's growing diverse population.
-

Promote volunteer production opportunities with Nashua's Government and Educational channels to trained producers and volunteers looking for additional production experience.

Provide and maintain a "bulletin board" on the Public Access Television channel for the purposes of announcing programming and cable television access services, making public service and community announcements. Vendor shall take care to ensure that announcements are updated timely and appropriately so that the information provided is accurate and adheres to applicable federal, state, and local laws and regulations. Vendor shall also endeavor to publish its access programming weekly in local print media outlets, and via any feasible automated method for inclusion in cable or online program schedules.

PROMOTION:

Promote community dialogue via cable television or other electronic media.

- Produce and implement a promotion plan for Public Access Television services
- Create and implement outreach activities, special events, and partnerships with other community, education, non-profit film and music and media organizations and local businesses.
- Promote Public Access Television programs and support the use of various media as vehicles of artistic expression.
- Develop and promote the concept of community and Public Access Television to existing and future communications media.
- Promote and support the entrance of locally-produced Public Access television content in industry and community awards competitions on a regular basis.

REPORTING:

Provide quarterly updates reporting to CTAB the composition and activities of the Vendors management of the channel.

Prepare for the City's PEG Program Department (part of the City of Nashua Administrative Services Division) and its advisory group the Community Television Advisory Board (CTAB), and any other appropriate City designated person or body, such regular or special reports as may be required or deemed necessary by the City to review contract performance

Vendor shall provide all required reports in a timely fashion as identified in this agreement.



City of Nashua
Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

May 13, 2026
Memo #26-164

TO: Mayor Donchess
Finance Committee

SUBJECT: Renaissance Park Audio System in the amount not to exceed \$36,016 funded from
Riverfront TIF Bond/70500 Project Contingency

Please see attached communications from Liz Hannum, Economic Development Director, dated May 6, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Design and installation of a permanent sound system at Parque de la Renaissance
Value: \$36,016
Department: 183 Economic Development
Vendor: New England Mobile Audio
Fund: Riverfront TIF Bond/ 70500 Project Contingency

Ordinance: Pursuant to § 5-78 Major purchases (greater than \$25,000) A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$25,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

A competitive proposal, RFP0053-032526 was issued and the following proposals were received:

Vendor	Location
Blasier Pro Audio Visual	Enid, OK
New England Mobile Audio	Manchester, NH
Avidex	Nashua, NH

Economic Development Division, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: L Hannum
D Enwright
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: May 13, 2026
Re: Tax Increment Finance Development Program – Renaissance Park Audio System

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, “negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan.”

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the May 20, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item:	Design services and installation of a permanent outdoor sound system at Parque de la Renaissance
Value:	\$36,016
Vendor:	New England Mobile Audio
Purchasing Memo#:	26-164 dated May 13, 2026

Thank you.



City of Nashua
Office of the Mayor – Economic Development
229 Main Street – Nashua, NH 03060

Liz Hannum
Economic Development Director
(603)589-3072
hannuml@nashuanh.gov

To: Finance Committee
From: Liz Hannum, Economic Development Director
Date: May 6, 2026
Subject: Recommendation to Approve Contract – N.E. Mobile Audio for Permanent Sound System Installation at Parque de la Renaissance

This memo recommends approval of a contract with N.E. Mobile Audio for the design and installation of a permanent outdoor sound system at Parque de la Renaissance. This project is funded through the Riverfront Tax Increment Financing (TIF) Bond and is a planned component of the broader Riverwalk improvements.

As part of the City's ongoing investment in the Riverwalk and surrounding public spaces, Parque de la Renaissance has been identified as a key activation site for community events, performances, and public gatherings. To support these uses, the City issued a Request for Proposals (RFP) seeking qualified vendors to design and install a permanent, weather-resistant sound system capable of distributing audio evenly across the park.

The system is intended to:

- Enhance the functionality of the park as an event space
- Reduce barriers to entry for community groups hosting events
- Eliminate the need for temporary and often costly audio setups
- Provide consistent, high-quality sound coverage throughout the park

The RFP process yielded three proposals. N.E. Mobile Audio was selected as the recommended vendor as they were the lowest of the proposed pricing, a local vendor, and has worked with the City before on the Greeley Park sound system.

This investment will strengthen the City's ability to activate the Riverwalk, support community programming, and maximize the long-term value and use of the TIF-funded improvements.

Sincerely,

Liz Hannum
Economic Development Director



CONTRACT FOR INDEPENDENT CONTRACTOR

RENAISSANCE PARK AUDIO SYSTEM INSTALLATION

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060
AND

NEW ENGLAND MOBILE AUDIO

and its successors, transferees and assignees (together "Independent Contractor")

NAME AND TITLE OF INDEPENDENT CONTRACTOR

84 Maurice Street, Manchester, NH 03103

ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of an Independent Contractor; and

WHEREAS, it is deemed that the services of an Independent Contractor herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Independent Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Work

Exhibit C--Quote dated **April 25, 2026**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of the Proposal.

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

DESCRIPTION OF WORK:

DESIGN & INSTALLATION OF A PERMANENT OUTDOOR SOUND SYSTEM FOR RENAISSANCE PARK.

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work by **July 31, 2026** which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Independent Contractor agrees to perform the work for a total cost not to exceed

THIRTY-SIX THOUSAND SIXTEEN DOLLARS

\$36,016

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

Unless Independent Contractor has received a written exemption from the City of Nashua, Independent Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Independent Contractor's right to payment as the City of Nashua may reasonably require. Independent Contractor shall submit requests for payment for services performed under this agreement directly to:

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

**City of Nashua, City Hall
Accounts Payable
229 Main Street
Nashua, NH 03060**

Please do not submit invoices both electronically and paper copy.

In addition, and to facilitate the proper and timely payment of applications, the City of Nashua requires that all submitted invoices contain a valid **PURCHASE ORDER NUMBER**.

The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until the date of execution by the City of Nashua.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Independent Contractor may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)

James W Donchess, Mayor
(Printed Name and Title)

Date

New England Mobil Audio (signature)

NICOLAS SARVAI, OWNER / MANAGER
(Printed Name and Title)

5/6/2026

Date

EXHIBIT A
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GENERAL CONDITIONS

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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors
2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.
3. **STANDARD OF CARE** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

Independent Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Independent Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Independent Contractor without the prior

written approval of the City of Nashua, except in the event of termination of employment. Independent Contractor shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

4. **CITY OF NASHUA REPRESENTATIVE** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.
5. **CHANGES TO SCOPE OF WORK** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. Independent Contractor shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change.

When Independent Contractor seeks changes, Independent Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

Except as provided in this paragraph, Independent Contractor shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work

under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES

Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 days' written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and

compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Independent Contractor in the event of a failure by Independent Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Independent Contractor shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Independent Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Independent Contractor, the City of Nashua fails to pay Independent Contractor for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.
3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Independent Contractor's failure. Independent Contractor shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the Independent Contractor until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Independent Contractor must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Independent Contractor to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Independent Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall, if necessary, make an adjustment in the compensation paid to Independent Contractor such that Independent Contractor receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. GENERAL PROVISIONS FOR TERMINATION Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Independent Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. **DISPUTE RESOLUTION.** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and an Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, if requested in writing by either the City of Nashua or the Independent Contractor within 14 days after the 30 days described above,, the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties, which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.
10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:
 - General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
 - \$1,000,000 Combined Single Limit Automobile Liability; ***Coverage must include all owned, non-owned and hired vehicles ;**
 - Professional Liability insurance in the amount of \$1,000,000; and

- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Independent Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Independent Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of Independent Contractor. Subcontractors are subject to the same insurance requirements as Independent Contractor and it shall be the Independent Contractor's responsibility to ensure compliance of this requirement.

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability, Employers' Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Independent Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Independent Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Independent Contractor.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Independent Contractor agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Independent Contractor with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Independent Contractor shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Independent Contractor. Independent Contractor shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Independent Contractor's submitted invoice forms for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Independent Contractor to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Independent Contractor in full within **30 days of approval** of the submitted invoice forms.

15. **COMPLIANCE WITH APPLICABLE LAWS** Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Independent Contractor agrees to the following terms. Independent Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Independent Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Independent Contractor's attention is directed to Title 41 "Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Independent Contractor under this contract.

In connection with the performance of work under this contract, Independent Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Independent Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Independent Contractor shall constitute a material breach of the contract.

17. **ENDORSEMENT** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Independent Contractor's expense, by Independent Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Independent Contractor, any books,

reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Independent Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Independent Contractor (including those remitted to the City of Nashua by Independent Contractor pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Independent Contractor. The City of Nashua shall have the right to reproduce any such materials.

Independent Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Independent Contractor agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Independent Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Independent Contractor infringes any patent.

Independent Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt

of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

23. **TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Independent Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Independent Contractor shall refund to the City of Nashua any profits realized under this contract, and Independent Contractor shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Independent Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Independent Contractor to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City of Nashua under this contract or at law.

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

Exhibit B

Scope of Work

Design and Installation of a Permanent Outdoor Sound System

Renaissance Park – City of Nashua, New Hampshire

1. Project Overview

The City of Nashua seeks proposals from qualified vendors to design, supply, and install a permanent outdoor sound system for Renaissance Park located in downtown Nashua. The purpose of the system is to support public events, small performances, community gatherings, and announcements throughout the park.

Due to the length and layout of Renaissance Park, sound currently does not carry well across the space. The system must therefore provide consistent, intelligible audio coverage along the full length of the park without excessive volume in any single area.

The selected contractor will be responsible for evaluating the park layout, designing a complete system, and installing a durable, weather-resistant sound system suitable for year-round outdoor use in New England conditions.

Scaled drawings of the park layout and available electrical infrastructure will be provided in Exhibit B to assist proposers.

Install to be completed by July 31, 2026.

2. Project Objectives

The project aims to:

- Provide clear, evenly distributed audio coverage throughout the full length of Renaissance Park
- Support a variety of uses including public announcements, music playback, and small live performances
- Integrate speakers into existing park infrastructure such as light poles, planted areas, or other unobtrusive locations
- Utilize equipment designed for permanent outdoor installation in a four-season climate
- Minimize visual impact within the park's landscape and placemaking elements
- Provide a system that is reliable, easy for City staff to operate, and adaptable for future programming needs

3. Contractor Responsibilities

The selected contractor shall provide all labor, equipment, materials, and services necessary to design and install a complete, operational sound system. Responsibilities include, but are not limited to, the following:

3.1 Site Assessment

- Review provided drawings and electrical infrastructure plans
- Conduct a site visit to evaluate park dimensions, terrain, and sound propagation conditions
- Assess potential speaker mounting locations including light poles, planted areas, or other landscape features
- Identify any electrical or connectivity considerations

3.2 System Design

Develop a comprehensive sound system design that includes:

- Speaker placement plan covering the entire length of the park
- Acoustic coverage modeling to ensure consistent sound distribution
- Recommendations for speaker types and quantities
- Wiring or wireless transmission strategy
- Amplification and control systems
- Integration with existing electrical infrastructure
- Weather protection and mounting methods

The system may be **wired or wireless**, provided the design ensures reliability and consistent sound quality.

Designs must prioritize durability, minimal visual intrusion, and ease of maintenance.

3.3 Equipment Specifications

All proposed equipment must:

- Be designed for **permanent outdoor installation**
- Operate reliably in **New England climate conditions**, including snow, ice, rain, humidity, and temperature fluctuations
- Be corrosion-resistant and UV-resistant
- Include appropriate environmental protection ratings (e.g., weatherproof or marine-grade equipment)

Speakers and mounting hardware must be designed to withstand wind loads and winter conditions.

3.4 Installation

The contractor shall:

- Supply all necessary equipment, wiring, mounts, and hardware
- Install speakers and system components in accordance with the approved design
- Coordinate installation with the City to minimize disruption to park use
- Ensure all installations comply with applicable electrical codes and safety standards
- Protect existing park infrastructure and landscaping during installation

3.5 System Integration and Testing

Upon installation, the contractor shall:

- Configure the system for optimal sound coverage
- Perform acoustic testing and calibration
- Verify functionality across the full park area
- Adjust system settings to eliminate dead zones or excessive volume areas

3.6 Training and Documentation

The contractor shall provide:

- Basic training for City staff on system operation
- Operating instructions and system documentation
- Equipment manuals and warranty information
- As-built drawings showing equipment locations and connections

4. Optional Enhancements (If Proposed)

Proposers may optionally include recommendations for additional system features such as:

- Zoned audio control
- Wireless microphone capability
- Bluetooth or mobile device connectivity
- Event control panels or centralized control locations
- Future system expansion options

QUOTE

Exhibit C

New England Mobile Audio
84 Maurice St
Manchester New Hampshire 03103
Phone: 6033471810
info@nemobileaudio.com
EIN: 82-0980449
Electrical License NH # 21065 / MA # 101064
New England Mobile Audio is fully insured



CITY OF NASHUA (DIVISION OF PUBLIC WORKS)
Nashua NH 03062

Customer number	Document number	Page	Date	Valid to
1020	1259	1 / 3	4/10/2026	4/25/2026

RENAISSANCE PARK - SOUND QUOTE

OPTION 2

Item	Quantity	Unit	Price	Total
EQUIPMENT	1	PACKAGE	27,841.00	27,841.00
**SPEAKERS (\$14624)				
(2) JBL AW595 -----			\$10500	
(4) JBL AWC82 -----			\$2300	
(2) ADAPTIVE TECH POLESTAR MOUNT -----			\$ 774	
(2) ADAPTIVE TECH SPEAKER POLE -----			\$ 1050	
**RACK AREA (\$10392)				
(1) 16U OUTDOOR NETWORK RACK-----			\$ 3250	
(1) SHURE SLXD-SM58 DUAL CH WIRELESS MICS -----			\$ 1499	
(1) 2U RACK DRAW (SHALLOW)-----			\$ 75	
(2) CROWN CDI DRIVECORE 2X600 -----			\$ 3900	
(1) FURMAN POWER CONDITIONER-----			\$ 368	
(1) A+H CQ18T -----			\$ 1200	
(1) A+H CQ18 RACK EARS-----			\$100	
**EXTRAS (\$2825)				
(1) PRODUCTION BUNDLE -----			\$ 250	
(2) MIC STANDS, (8) XLRS, (2) POWER CORDS				
(1) MISC MATERIALS-----			\$ 1500	
EMT, BELL BOXES, CONNECTORS , ETC				
(1) WIREPATH 14-4 DIRECT BURIAL SPEAKER CABLE-----			\$ 550	
(1) WIREPATH 12-2 SPEAKER CABLE (BAND STAND)-----			\$ 75	
(1) SHIPPING COST FOR EQUIPMENT -----			\$450	
**OPTIONAL (NOT LISTED IN TOTAL PRICE - \$1239)				
(1) TABLET SETUP -----			\$569	

Continued on page 2

QUOTE

New England Mobile Audio
84 Maurice St
Manchester New Hampshire 03103
Phone: 6033471810
info@nemobileaudio.com
EIN: 82-0980449
Electrical License NH # 21065 / MA # 101064
New England Mobile Audio is fully insured



CITY OF NASHUA (DIVISION OF PUBLIC WORKS)
Nashua NH 03062

Customer number	Document number	Page	Date	Valid to
1020	1259	2 / 3	4/10/2026	4/25/2026

RENAISSANCE PARK - SOUND QUOTE
OPTION 2

Item	Quantity	Unit	Price	Total
1 - SAMSUNG TAB A11 (\$270) 1 - TABLET CASE (\$25) 1 - MIKROTIK OUTDOOR WIFI ANTENNA (\$199) 1 - MISC PARTS (\$75) (1) MONITOR SETUP -----\$670 2 - EV SXA250 (USED-\$250 EACH) 2 - 25' POWER / XLR LOOMS (\$85 EACH)				

Continued on page 3

QUOTE

New England Mobile Audio
84 Maurice St
Manchester New Hampshire 03103
Phone: 6033471810
info@nemobileaudio.com
EIN: 82-0980449
Electrical License NH # 21065 / MA # 101064
New England Mobile Audio is fully insured



CITY OF NASHUA (DIVISION OF PUBLIC WORKS)
Nashua NH 03062

Customer number	Document number	Page	Date	Valid to
1020	1259	3 / 3	4/10/2026	4/25/2026

RENAISSANCE PARK - SOUND QUOTE
OPTION 2

Item	Quantity	Unit	Price	Total
INSTALLATION SERVICES NEMA WILL INSTALL OUTDOOR RACK ON THE FRONT SIDE OF THE STAGE WALL RUNNING EMT ON TOP OF WALL TO CENTER SPEAKER LOCATION. ALL EQUIPMENT WILL BE MOUNTED IN RACK. WE WILL RUN EMT TO CENTER STAGE ON WALL AND MOUNT A BELL BOX FOR (2) XLR PLUG-INS AND POWER WE WOULD INSTALL A CENTER SPEAKER CLUSTER OF (2) SPEAKERS IN THE CENTER AREA OF THE STAGE. AIMING THE SPEAKER A BIT HIGHER WOULD CARRY THE SOUND AROUND THE PARK. RUNNING PVC CONDUIT ON THE WALL TO CLOSEST GROUND ACCESS WHERE WE WILL TURN INTO DIRECT BURIAL SPEAKER CABLES GOING TO THE (2) LAMP POST. (WE WILL HAVE TO DIG UP THE LAWN TO MAKE THIS WORK) WE WILL MOUNT ON TO (2) LAMP POST WITH (2) SPEAKERS ON EACH POST TO MAKE (4) TOTAL SPEAKERS MOUNTED WITH MOUNTING HARDWARE TO NOT DAMAGE THE POSTS. WE WILL BRING OUR OWN BAKER-STAGING TO MOUNT EQUIPMENT AS NEEDED. WARRANTY EQUIPMENT WILL COME WITH A ONE (1) YEAR WARRANTY WITH (90) DAY LABOR. IF NEED OF A SERVICE CALL WE WILL SCHEDULE WITH IN 72 HOURS.	1	PACKAGE	8,175.00	8,175.00
	1	TERMS		0.00

Total **\$36,016.00**



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

May 13, 2026
Memo #26-165

TO: Mayor Donchess
Finance Committee

SUBJECT: Software: CAMA-SAAS AP5 in the amount not to exceed \$25,674.26 funded from General Fund/ 54- Property Services

Please see attached communications from Nick Miseirvitch, CIO, dated May 6, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: CAMA-SAAS AP5 annual renewal
Value: \$25,674.26
Department: 120 Technology Maintenance
Vendor: Catalis LLC
Fund: General Fund/ 54- Property Services

Ordinance: Pursuant to § 5-84 Special purchase procedures. A/(4) Sole-source procurements, where the proposed purchase is manufactured by only one company or where a sole company's product offers proprietary features or technology necessary for the City's requirements.

Administrative Services Division: Information Technology, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: N Miseirvitch
D Enwright
T Cummings



City of Nashua

Information Technology Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3300

To: Ms. Amy Girard
Purchasing Manager
City of Nashua
229 Main Street
Nashua, NH 03061-2019

Date: May 6th, 2026

Re: CAMA- SAAS AP5 Annual Renewal

Ms. Girard,

This request is for the 1-year renewal required for the continued operation of CAMA- SAAS AP5 Annual Renewal

Funding is available in 120 Technology Maintenance, Software Maintenance 20.1.555 – 54407, for a single upfront payment of \$25,674.26.

Sincerely,

Nick Miseirvitch
CIO, Information Technology

Cc: Tim Cummings, Director of Administrative Services



Renewal Quote

#EST13717

TOTAL

\$25,674.26

Bill To

Qty	Item	Start Date	End Date	Rate	Amount
1	CAMA - SAAS AP5 Annual Renewal July 2025 - June 2026	07/01/2026	06/30/2027	\$25,674.26	\$25,674.26

Subtotal \$25,674.26

Tax Total \$0.00

Total \$25,674.26

This is not an invoice. Payment is not due at this time.

The software subscription/maintenance agreement is renewing soon and we are providing this quote with the renewal rates for your information.

An invoice for the above services will be generated and sent to you on the start date listed above, unless we've otherwise heard from you, notifying us of any changes.

Thank you for your continued business.



EST13717



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

May 13, 2026
Memo #26-166

TO: Mayor Donchess
Finance Committee

SUBJECT: Software: MHC- NorthStar AP Boarding and Setup in the amount not to exceed \$145,000
funded from General Fund/ 54- Property Services

Please see attached communications from Nick Miseirvitch, CIO, dated May 13, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Migration of MHC to the cloud
Year 1:	\$55,000
Year 2:	\$45,000
Year 3:	\$45,000
Value:	\$145,000
Department:	120 Technology Maintenance
Vendor:	MHC Software, LLC
Fund:	General Fund/ 54-Property Services
Term:	3 years
Ordinance:	Pursuant to <u>§ 5-84 Special purchase procedures</u> . A/(4) Sole-source procurements, where the proposed purchase is manufactured by only one company or where a sole company's product offers proprietary features or technology necessary for the City's requirements.

Administrative Services Division: Information Technology, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: N Miseirvitch
D Enwright
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: May 13, 2026
Re: Multi-Year Contract Award – NorthStar AP Boarding and Setup

Pursuant to NRO : § 5-74/B: A contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the May 20, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item:	Migration of MHC to the cloud
Year 1:	\$55,000
Year 2:	\$45,000
<u>Year 3:</u>	<u>\$45,000</u>
Value:	\$145,000
Vendor:	MHC Software, LLC
Purchasing Memo#:	26-166 dated May 13, 2026
Contract Term:	3 years

Thank you.



City of Nashua

Information Technology Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3300

To: Ms. Amy Girard
Purchasing Manager
City of Nashua
229 Main Street
Nashua, NH 03061-2019

Date: May 12th, 2026

Re: MHC- NorthStar AP Boarding and Setup

Ms. Girard,

This request is for the migration of MHC to the cloud for a 3-year term.

Funding is available in 120 Technology Maintenance, Software Maintenance 20.1.555 – 54407; per the payment schedule shown below:

- June 1, 2026 - \$55,000.00
- June 1, 2027- \$45,000.00
- June 1, 2028- \$45,000.00

Total = \$145,000.00

Sincerely,

Nick Miseirvitch
CIO, Information Technology

Cc: Tim Cummings, Director of Administrative Services

Customer Contact & Order Information

Customer	City of Nashua	Accounts Payable Contact	Accounts Payable
Customer Contact	Nick Miseirvitch	Accounts Payable Email	vendorapinvoices@nashuanh.gov
Customer Address	229 Main Street Nashua, NH 03061-2019	Accounts Payable Phone	(603) 589-3300
Customer Email	miseirvitchn@nashuanh.gov	MHC Order #	OP# 00016104
Customer Phone	(603) 589-3305	Order Date	5/15/2026
		Order Expiration	5/31/2026

Subscription Periods & Billing Details

Initial Term Start Date	Upon execution of this Order Form	Billing Frequency	Annual
Initial Term End Date	05/31/2029	Payment Terms	Net 30
Initial Term	36 months	Billing Currency	USD
License Type	Subscription	Customer PO (if required)	

Please direct billing inquiries and purchase orders to accounting@mhcautomation.com.

MHC Contact Information

MHC Sales Rep	Keith Engberg	MHC Sales Rep Email	keith.engberg@mhcautomation.com
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Product Suite(s)

Product SKU	Description	Annual Volume	Volume Metric	Annual Fee
MTS-NTS-PAYENT	NorthStar AP Payments Enterprise	30,000	Payments	\$11,196
MTS-NTS-APTESS	NorthStar AP Tax Essentials	1,100	Documents	\$1,944
MTS-NTS-SCDESS	NorthStar Supply Chain Essentials	10,000	Documents	\$3,540
MTS-NTS-PRENT	NorthStar Payroll Enterprise	115,100	Documents	\$24,096
MTS-NTS-ETXENT	NorthStar Employee Tax Enterprise	4,000	Documents	\$4,224
Total Product Suite Annual Fee(s)				\$45,000

One-Time Fees and Professional Services Fees

SKU	Description	Quantity	Price
SVC-NTS-Setup	One-time on Boarding and Setup Fee	522	\$39,150
	MHC existing customer discount	1	-\$29,150
Total One-Time Fees and Professional Services Fees			\$10,000

* Customer-approved optional Services are billed on a time and materials basis if/when effort is expended by MHC. Reasonable travel expenses are estimated in amount above for onsite implementation Services.

Additional Order Form Terms

Legacy Software Maintenance and Support Continuation Period: MHC agrees to continue providing maintenance and support services for the Customer's on-premise software solution as specified in their existing software license and support agreements at no additional fee. The Customer acknowledges that the maintenance and support services will be provided for a limited duration of one year, commencing on the Initial Term Start Date. During the Legacy Software Maintenance and Support Continuation Period, the Customer will actively work towards migrating from the legacy software solution to the MHC cloud solution.

NorthStar Step-Up and On-boarding Fee: As an existing MHC customer, MHC agrees to discount the One-time Fees and Professional Services Fees on this Order Form. If these services are not completed within one year, commencing on the Initial Term Start Date, MHC reserves the right to bill the Client at the then current rates for any remaining professional services beyond the agreed timeframe. The billing for extended completion will commence from the 13th month and continue until the completion of the project.

Appendix A: Product features/functionality are included in Appendix A of this document.

Credit: Any maintenance fees previously paid will be issued as a credit and applied to the first invoice under this Agreement. Additionally, the maintenance fees paid for the term beginning December 29, 2025 will be adjusted so that the total maintenance amount is consistent with the amount of this Agreement.

Service Fees: The labor balance of \$6,673.67 will be invoiced on June 1, 2026.

Standard Terms & Conditions

This Order Form (the "Order Form"), together with the MHC Standard Terms and Conditions at www.mhcautomation.com/Terms-and-Conditions (the "Standard Terms") and the Service Level Terms at www.mhcautomation.com/Service-Level-Terms (the "SLT"), incorporated herein by reference, constitute the complete agreement between the parties regarding the subject matter herein (the "Agreement").

The initial term of the Agreement commences on the Initial Term Start Date and expires on the Initial Term End Date as specified above (the "Initial Term"). If this Order Form is executed after the Initial Term Start Date or MHC activates the Product Suites after the Initial Term Start Date, MHC may adjust the Initial Term Start Date and Initial Term End Date, without increasing the Product Suite Annual Fee(s), based on the date MHC activates the Product Suites and provided that the total term length does not change. The Initial Term will automatically renew for successive terms equal to the length of the Initial Term (each, a "Renewal Term", and the Initial Term and Renewal Term are collectively, the "Term"), unless a party gives the other party written notice of non-renewal at least THIRTY (30) days prior to the end of the then current Term, or the Agreement is sooner terminated as provided in the Standard Terms.

The signatures below acknowledge the agreement of each party to be bound by the Agreement. The undersigned representative of Customer represents that he/she has read, understands, and accepts, on behalf of Customer, as a duly authorized representative of Customer, the Agreement.

Signature page to follow

MHC Software, LLC**City of Nashua**

By:  Electronically Signed 2026-05-11 20:28:50 UTC -207.108.85.250
Nintex AssureSign® 94711012-39f9-4627-b046-b447015140f9

By:

Name: Aaron Stenhaug

Name:

Title: CFO

Title:

Date: 05/11/2026

Date:

The parties acknowledge and agree that the Order Form may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via PDF) of an original signature.

Appendix A

Standard Feature Inclusions	Description
Workspaces & Projects	Organize and manage Workspaces and Projects for streamlined automation workflows and process segmentation.
Automation & Workflow Management	Deploy custom automation solutions and manage workflows for optimal data processing and efficiency.
Content & Email Automation	Tailor document configurations and automate email communications for content distribution and management.
User & Access Management	Manage users, regulate user permissions, define roles, and structure groups for targeted access control.
Dashboards	Utilize dashboards for comprehensive monitoring of system transactions and operational performance.
Document Storage	Maintain and access a secure repository for document and data archival and retrieval.
System Audit	Conduct detailed tracking and reporting of sensitive system activities ensuring security and regulatory adherence.
Application Appearance	Customize the user interface (logos, colors, etc.) to align the solution with organizational branding.
Account License & Storage	Oversee and manage subscription services and control digital resource allocation.
Integrations	Seamlessly integrate with compatible external systems via REST API or SFTP for enhanced interoperability.
Printers	Manage document printing with automated processes for greater operational control.
Global Task Definition	Establish and manage standardized tasks for systematic approval procedures and transactions.

Solution	Scope Inclusions
MHC NorthStar Payments Enterprise MTS-NTS-PAYENT	▪ AP Check Printing: Design your own branded check, define the rules using external data for assembly and distribution ▪ Positive Pay: Create and send positive pay file to the bank automatically for fraud prevention around check payments ▪ ACH Payments: Create and send ACH file to the bank for electronic payments ▪ ACH Vendor Notifications: Remittance document/attachment emailed as a notification to a vendor regarding electronic payments ▪ Bank Connectors: 2-4
MHC NorthStar AP Tax Documents Essentials MTS-NTS-APTESS	▪ Automate AP Tax Document Creation & Distribution: (Print 1099 M/I/D/N Email-to-Fax)
MHC NorthStar Supply Chain Documents Essentials MTS-NTS-SCDESS	▪ Automate Supply Chain Document Creation & Distribution: (Print Email Email-to-Fax)
MHC NorthStar Payroll Documents Enterprise MTS-NTS-PRENT	▪ Payroll Document Creation & Distribution: (Print Positive Pay Email-to-Fax Email - Other) ▪ Payroll Content Creation & Distribution: (ACH Advices) ▪ NorthStar Document Self-Service Access for Employees: Includes mhckBA authentication for non-active employee access to related documents
MHC NorthStar Employee Tax Documents Enterprise MTS-NTS-ETXENT	▪ Employee Tax Document Creation & Distribution: (Print Electronic Standard W-2s/W-2Cs & 1095-Cs) ▪ NorthStar Document Self-Service Access for Employees: Includes mhckBA authentication for non-active employee access to related documents



RESOLUTION

AUTHORIZING THE CITY TO ENTER INTO A SUCCESSOR CONCESSION AGREEMENT WITH GRANITE DIAMOND, LLC

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into a Concession Agreement for the use of the Holman Stadium facility with Granite Diamond, LLC in substantially the same form as the attached. This agreement is for a term of five years beginning on January 1, 2026 and ending on December 31, 2030.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-031

PURPOSE:

Authorizing the City to enter into a successor Concession Agreement with Granite Diamond, LLC

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Finance Committee

FISCAL NOTE:

Each year, this Concession Agreement will generate an estimated \$35,000 in game fees for the use of Holman Stadium. The City will also receive 40% of net profits of concession sales from eligible City non-league games and sponsored events. Having this Concession Agreement does require an increased cost for utilities, grounds maintenance and overtime.

ANALYSIS

This resolution authorizes the City to enter into a successor five year Concession Agreement with Granite Diamond, LLC. This resolution should be referred to the Board of Public Works.

Approved as to form:

Office of Corporation Counsel

By: *Marilyn Clarke*

Date: *5 May 2026*

CONCESSION AGREEMENT

This Agreement is made and entered into on the day of _____, 2026, by and between the City of Nashua, New Hampshire, a New Hampshire municipal corporation located at 229 Main Street, Nashua, Hillsborough County, New Hampshire, its successors and assigns (hereinafter "City") and Granite Diamond, LLC, a New Hampshire limited liability company, its successors and assigns, with an address of 67 Amherst Street, Nashua, County of Hillsborough, New Hampshire 03064 (hereinafter "Franchisor").

I. SITE

Franchisor operates a summer collegiate baseball league team in the Futures Collegiate Baseball League ("FCBL") and has been a tenant at the City's Historic Holman Stadium since 2019 pursuant to a Concession Agreement dated May 14, 2019. City does hereby grant unto the Franchisor a concession to use the Premises during the times and for the purposes hereinafter set forth. The Premises shall be defined as the Holman Stadium Facility in its entirety, including the main field within the facility perimeter fence, all grandstands, seating, picnic and concession areas, offices, locker rooms, batting cages, storage areas, road, access roads and associated parking areas.

II. FRANCHISOR PAYMENTS

A. Franchisor will pay the City the sum of One Thousand and One Hundred Dollars (\$1,100.00) per home game, regular season or playoff, during the 2026-2030 collegiate baseball league seasons. If the parties agree to extend this Agreement, Franchisor will pay the City the sum of One Thousand and Two Hundred

Dollars (\$1,200.00) per home game, regular season or playoff, during the 2031-2035 collegiate baseball league seasons. If the parties agree to further extend this Agreement, Franchisor will pay the City the sum of One Thousand and Three Hundred Dollars (\$1,300.00) per home game, regular season or playoff, during the 2036-2040 collegiate baseball league seasons. It is anticipated by the Franchisor that its home schedule will consist of approximately thirty-two (32) home games to be played beginning on or around Memorial Day week and ending in or about mid-August each year, with the possibility of additional playoff games. Franchisor shall make payment in full to the City on or before May 1st of each calendar year during the term of this Agreement; provided, however, that in the event that any game is rained out or otherwise cancelled due to weather and the City does not offer and provide an acceptable make-up date for that game during the season, the City shall remit the per game fee to Franchisor within thirty (30) days following the end of the league season and further provided that if any such game is made-up as half of a double header, one-half of the per game fee will be remitted as aforesaid. Franchisor shall remit to the City within thirty (30) days following the end of the season the per game fee for any playoff games.

B. Franchisor will pay to the City an agreed-upon event fee for Franchisor sponsored events. Notwithstanding other provisions of this agreement to the contrary, no additional fee shall be charged for Franchisor's youth clinics and camps that are provided without charge to the participants.

III. ADMINISTRATIVE CONTROL

City shall exercise overall administrative overview and control of the Premises, subject to the rights and privileges granted to the parties herein.

IV. TERM

(a) The term of this Agreement shall be for five years (5) years beginning January 1, 2026 and ending December 31, 2030.

(b) If at the end of a five (5) year term, the parties both agree to extend this Agreement, this Agreement may be extended for up to two (2) additional five (5) year terms, pursuant to terms to be agreed upon similar to those terms contained in this Agreement.

(c) Notwithstanding other provisions of this Agreement to the contrary, Franchisor may terminate this Agreement by sending written notice to the City's Mayor at least five (5) months prior to the end of an FCBL season.

V. CITY USE

City is, and shall remain, the owner of Holman Stadium. No ownership interest of any nature is provided to Franchisor. City shall have use of Premises for its purposes and uses consistent with the sound management and operation of a collegiate league baseball facility and specifically retains the right to sponsor other activities at the Premises when Franchisor is not using the Premises for its baseball operations and other previously agreed-to Franchisor sponsored events. Such other activities shall not interfere with Franchisor's use of the Premises for the conduct of its baseball operations and other previously agreed-to events. City use shall not disrupt or damage the

Premises beyond routine maintenance requirements and City shall promptly restore the Premises and playing field to the same condition as they were at the commencement of said use prior to Franchisor's next scheduled game.

City shall remain responsible for the scheduling of all events at the facility, subject only to Articles VI and VII below.

VI. FRANCHISOR USE

City and Franchisor agree that it is their mutual desire to provide for the maximum use of the site by the community consistent with the sound management and operation of a first-rate community and collegiate league baseball facility. City grants to Franchisor the exclusive use of the Premises for the purpose of the conduct of its collegiate baseball operations including all regularly scheduled games, practices and post-season games ("Franchisor's league use"). Franchisor shall request in advance City permission to use the Premises on specific days and times for Franchisor sponsored events, including without limitation events such as movie nights and concerts. Granting of City permission is in the City's sole discretion. For camps and clinics, Franchisor shall supply such dates along with the game and practice schedule. For the 2026 season, the camps and clinics shall be held July 6-10 and 13-17. No other users, or preparations for such users, shall unreasonably interfere with the Franchisor's use of the Premises for its collegiate baseball purposes. Franchisor shall also be allowed to use the Premises at all times during the term of this Agreement for purpose of providing clubhouses for Franchisor and other teams using the Premises relating to Franchisor's baseball operations, housing and conducting its offices for administration and management, ticket offices, parking area, concession areas, batting cages/areas,

private boxes, scoreboards, and such other related appurtenances, improvements or amenities. Franchisor shall not disrupt or damage the Premises beyond routine maintenance requirements. It is the intention of the Franchisor that its use of the Premises after the conclusion of each league season and prior to the commencement of the next would typically consist of its general office and business operations. City reserves the right to utilize the offices, including the ticket office, at the Premises for the purpose of conducting its operations. City agrees that its use of such offices shall not unreasonably interfere with Franchisor's use of such offices for the purpose of conducting its baseball operations.

Franchisor will have the right to sell merchandise and novelties during its games and at Franchisor sponsored events and Franchisor shall retain all revenues from such sale of merchandise or novelties.

VII. FRANCHISOR'S SCHEDULE

A. On or before February 1st commencing on February 1, 2026, and each subsequent year of the term of this Agreement, Franchisor shall provide the City a final schedule for all dates of Franchisor's league use including games, practices, and youth clinic and camp dates for the ensuing twelve (12) month period. Franchisor will endeavor to provide City with a tentative schedule at its earliest opportunity but in no event later than February 1st of each year of the term of this Agreement unless agreed upon by the parties. Upon providing Franchisor's schedule to the City, in accordance herein, said dates shall be reserved for the Franchisor's use of the Premises as described herein. Franchisor may be granted additional practice dates throughout the term of this Agreement subject to the Premises' availability.

B. The City will endeavor to provide Franchisor with a tentative schedule of all dates (which shall not include any date already appearing on Franchisor's league use and/or youth camp/clinic schedule) of its sponsored events including high school and youth baseball to be held at the Premises for the ensuing twelve (12) month period at its earliest opportunity but in no event later than March 1st of each year of the term of this Agreement unless agreed upon by the parties. Upon providing the City's schedule to Franchisor, in accordance herein, said dates shall be reserved for the City's use. Thereafter, the City may identify additional dates it intends to use the Premises, or the Franchisor may request additional dates it desires to use the Premises for Franchisor sponsored events, subject to the agreement of the City in the City's sole discretion.

c. Rain Date/Postponement. In the event that any of Franchisor's baseball related events are postponed due to weather or other circumstances, Franchisor shall endeavor to re-schedule said event on a date which Franchisor has a previously scheduled event. If Franchisor is unable to re-schedule said postponed event in said manner, the City and Franchisor shall consult with each other in an effort to re-schedule rained out or postponed games for a mutually acceptable date, and it is recognized that Franchisor's games will be given priority to the greatest extent reasonably possible over unscheduled City events.

VIII. DUTIES AND OBLIGATIONS OF FRANCHISOR AND CITY

A. MAINTENANCE

1. City's Maintenance Obligations. Throughout the term of this Agreement, the City shall be responsible for, at its sole cost and expense, the operational capacity and maintenance, capital and non-capital, of the Premises and appurtenances thereto, including any improvements thereto, in good order and repair and make all replacements thereto necessary to keep the same in good and useable condition for the conduct of Franchisor's baseball operations.

City responsibilities in regard to maintenance, safety and operational capacity shall include, but are not limited to, the existing structure, foundation, roof, seating, exterior concession area, the costs of any modifications required by city inspectors to maintain existing structures and facilities, interior structure of concession areas necessary for the conduct of operations, plumbing, hallways, locker rooms, press boxes, private boxes, HVAC, boilers, air-conditioning, electricity, sound system, lighting (including bulb replacements both on the playing field, the concourse, public walkways, stairways, and elsewhere within the Premises and improvements, as necessary to insure that all lighting is operative), transformers, water, sewer, gas and its connections, scoreboards, pipes, mains, grounds, sidewalks, fencing, loading areas, parking areas and all fixtures, playing surface, playing area, field irrigation and drainage systems. Franchisor shall not interfere with the ability of the City to access all areas of the Premises for the purpose of maintenance and inspection. Notwithstanding the same, absent the event of an emergency and/or for the protection of persons, property or the Premises, the City shall not have access to the offices of Franchisor or other secure areas, including the home team's locker room while used and/or occupied by Franchisor without Franchisor's prior consent. City shall have

access to such areas for the purpose of fulfilling its maintenance obligations and for inspection purposes with reasonable advance notice to Franchisor. City shall have access and use of visitors' locker room and officials' room when not being used by the Franchisor. City is responsible for Event Maintenance, as defined below, for its sponsored events. City is also responsible for snow plowing (and any de-icing) outside the fence surrounding the stadium.

2. Franchisor Maintenance Obligations. Franchisor shall be responsible for performing certain Premises maintenance and cleaning of the Premises during the season(s) covered during the term of this Agreement related to the Franchisor's league use, non-collegiate league events and sponsored events. Said Premises maintenance shall include the cleaning of the stadium areas, including parking areas, stands, locker rooms, press boxes, private boxes, laundry facility and restrooms, removing refuse from the facility, turning off all lights upon the conclusion of its operations and securing the Premises at the end of its games, non-collegiate league events and sponsored events ("Event Maintenance"). Franchisor shall return the stadium area to the same condition as it was at the commencement of the conduct of its baseball operations and sponsored events, reasonable wear and tear excepted. Franchisor shall be responsible for reimbursing the City for any damage to the Premises beyond reasonable wear and tear due to the negligence, recklessness or intentional conduct by the Franchisor, its employees, agents or invitees. Franchisor agrees to

power-wash the Premises as needed and after any game or sponsored event at which its turnstile numbers exceed one thousand (1,000).

Franchisor shall be responsible for snow removal and shoveling and de-icing walkways utilized by Franchisor after the conclusion of each league season and prior to the commencement of the next league season.

Franchisor shall place all refuse from Event Maintenance removed from the Premises in an area to be designated by the City. City will supply a sufficient amount of trash and recycling containers for stadium area cleanup by the Franchisor. City shall be responsible for the removal and disposal of all refuse and recycling items from the said designated areas.

B. FIELD MAINTENANCE. City shall be responsible for preparing and maintaining the playing area and appurtenances thereto for the baseball seasons covered by this Agreement in a manner consistent with the level of maintenance provided at stadiums utilized by collegiate league baseball teams. City agrees that the maintenance services, including, but not limited to, the field maintenance as outlined herein shall include daily game routines consistent with the standard practices of collegiate baseball leagues generally and in regard to pre-game batting/infield practice, etc. That said maintenance responsibility shall include good faith efforts to avoid preventable losses of the Franchisor's scheduled games due to weather or other circumstances and consistent with the obligations of the Franchisor relating to its league membership. City agrees to obtain and maintain any equipment necessary and/or generally used or necessary to provide the maintenance obligations contained

herein. As part of its Event Maintenance, Franchisor shall be responsible for the application and/or removal of field tarps from the playing field after 2:45 p.m.

IX. SECURITY

Franchisor agrees to provide, at its expense, adequate security to protect the safety of the players, attendees and employees at all times when it is conducting its baseball operations, consistent with the customary practices of the City. It shall be the obligation of the Franchisor to make all necessary plans and arrangements with the Nashua Police Department and emergency medical providers in meeting its obligations under this section. Franchisor shall not conduct, or permit to be conducted, fireworks displays at the Holman Stadium facility after 10:00 p.m.

X. CONCESSIONS

City hereby grants to Franchisor the exclusive right to operate all food and beverage, including alcoholic beverages, concessions for collegiate league baseball games and Franchisor sponsored events held at the Premises. Franchisor shall have the right to retain all revenue from all food and beverage concessions during its scheduled league games. Franchisor shall provide the City on a monthly basis with copies of all meal tax forms required to be filed with the State of New Hampshire and supporting documentation.

Franchisor shall control the pouring rights at the Premises, including beer, wine and every type of alcoholic and non-alcoholic beverage of every kind and description. If legal under New Hampshire law, and if requested by the City, Franchisor's control of the pouring rights at the Premises shall not apply to City sponsored events, including but not limited

to, the annual "brewfest," for which Franchisor agrees to waive its pouring rights, provided that appropriate insurance coverage and indemnifications are provided by those organizing and operating the City sponsored event.

Franchisor is also granted the exclusive right to operate all food and beverage concessions during all City non-collegiate league games played at Holman Stadium (including, but not limited to, games played by Nashua North, Nashua South, American Legion, and Babe Ruth) and during any City sponsored events unless the City has requested the Franchisor waive its control of the pouring and/or food and beverage concession rights for a particular City sponsored event. Franchisor agrees to operate concessions for food and drink, including alcoholic beverages when appropriate as determined by the City of Nashua (provided attendance between participants and spectators is anticipated to be at least 500 or more persons), during all non-collegiate league games and events commencing April 1st and ending on October 31st during each calendar year during the term of this Agreement. Franchisor agrees that it shall provide access to drinks and food during nonleague games and events at which the number of participants and spectators is less than 500 by the use of vending machines or other methods such as private food and beverage catering service. Franchisor shall pay to the City for such exclusive rights during City non-league games and City sponsored events, forty percent (40%) of the net profit from such sales. "Net profits" is defined as the retail sale price of the goods less meals tax and the cost of goods and labor associated with the concession sales. For purposes of this Concession Agreement, a "non-league game" shall be an athletic event which is not sanctioned by the FCBL or other summer intercollegiate baseball league in which Franchisor is a member.

All payments to the City by Franchisor arising from concession sales shall be made on a monthly basis, on the 15th day of the month following the end of the month for which such concession sales were made, commencing on May 15th and ending November 15th during each calendar year. Franchisor shall provide to the City with each concession sales payment copies of all meals tax forms required to be filed with the State of New Hampshire and supporting documentation for the calculation of the "net profits".

Franchisor shall provide, at its expense, any additional concession equipment necessary to supplement the concession equipment owned by the City, which shall be owned by Franchisor and may be removed by Franchisor upon expiration or termination of this Agreement. Franchisor shall pay the cost of removal of any such concession equipment and repair any damage resulting from the removal of any such concession equipment. Franchisor shall service, and maintain, at its own expense, all existing City-owned concession equipment at the Premises; provided, however, that no person or entity may operate such equipment without the prior written approval of Franchisor. Franchisor will replace City owned equipment which becomes unusable to an aggregate of \$3,000 during the initial term of this agreement.

Franchisor shall be responsible for obtaining any necessary licenses, permits or other approvals related to the sale and use of food and/or alcoholic beverages at the Premises for Franchisor's league use, Franchisor-sponsored events, all City non-collegiate league games, and all other events at which the Franchisor is selling food and/or alcoholic beverages and shall comply with all local, state and federal rules, regulations and laws in regard to the sale of said alcoholic beverages and food. Without

limiting the prior sentence, Franchisor shall not be responsible for any necessary licenses, permits or other approvals related to the sale and use of food and/or alcoholic beverages at the Premises for any City sponsored event if the Franchisor is not selling food and/or alcoholic beverages at the Premises at the event.

Franchisor shall have the right with respect to Franchisor's league use and Franchisor sponsored events to prohibit the bringing of any food or beverage into the Premises by any person other than the Franchisor or its contractors, except for box lunches provided for players at tournaments. To the extent that the City permits the bringing of food or beverage into the Premises during its events, it shall be solely responsible and liable for the same.

XI. [Intentionally omitted]

XII. PRIVATE BOXES

Franchisor shall have the sole and exclusive right to operate and grant use and occupancy rights to third parties in and to all private boxes at the Premises except as noted herein. Franchisor shall be entitled to receive and retain all such fees or other revenue derived from said private boxes for games and events held at the Premises except as otherwise provided herein. City shall retain the right to utilize one (1) large center suite for all Franchisor's games, nonleague games and for non-game events. City also retains the right to use all private boxes for its annual July 4th fireworks event. Franchisor shall not be entitled to any revenue which may be generated during said annual 4th of July fireworks event. City also retains the rights to use three (3) private boxes and the center box for all concerts, festivals and corporate events and to retain

all revenues generated from the utilization of said boxes during those events. City's use of such private boxes shall include the right to serve food and refreshments.

The private boxes shall not be utilized by Franchisor on a year-round basis and will be winterized by the City at the same time as those portions of the Premises not utilized by Franchisor for its off-season business operations.

XIII. UTILITIES

City agrees to pay all utility costs associated with Franchisor's games, non-league games and non-game functions conducted at the Premises.

Franchisor shall be responsible for all costs associated with its telephone, internet and cable service at the Premises.

XIV. PARKING

Franchisor shall have the right to utilize parking at the Premises and appurtenances thereto, free of charge, for the conduct of its baseball operations, sponsored events and any City sponsored event at which it is providing concessions. Franchisor shall also have the right to reserve up to forty (40) preferred parking spaces in connection with its private box sales. The manner and location of any such reserved parking shall be reasonably determined by the City after consultation with the Franchisor

XV. SPONSORSHIPS

Franchisor shall have, and is hereby provided, the exclusive right to arrange for, sell, install and provide sponsorships at the Premises including, but not limited to, billboards and other signage, provided that no such signage nor any other signage, promotional advertising, or apparel shall promote any product not lawful in the State

of New Hampshire as of January 1, 2026. City shall have use, at no cost, of one standard size advertising sign for its own use during the term of this Agreement to promote the City and surrounding area. City will place and arrange for its sign at its own expense in a location reasonably chosen by Franchisor.

Franchisor shall have the right to also arrange for, create, sell and provide scoreboard/scoreboard advertising and similar advertising items. City shall have the right to have one (1) full page of advertising in any annual yearbook of Franchisor to promote the City and surrounding region at no expense to City. City shall provide Franchisor the necessary copy, camera ready, in sufficient time prior to publication. Franchisor shall notify City of the publication deadline no later than 10 days before said deadline.

In the event Franchisor shall vacate the Premises, for any reason whatsoever, Franchisor shall remove said signage and restore said signage areas in a manner to the reasonable satisfaction of the City within sixty (60) days of vacating Premises.

Franchisor agrees that all sponsorship items and placement shall be of a manner which is consistent with the historical nature and family orientation of the Premises and the operation of collegiate league baseball. City shall have the right to apprise Franchisor of any concerns it has relating to sponsorship at the Premises. That in such event, the parties shall diligently and in good faith attempt to resolve any such issues to their mutual satisfaction.

In the event that an issue relating to a sponsorship item cannot be mutually agreed upon between the parties despite their diligent attempts to do so, the parties agree that said issue may be submitted to the Mayor for resolution Franchisor will

consult with the City in regard to its anticipated sponsorship at the Premises to confirm that they are consistent with the historical nature and family orientation of the Premises.

XVI. EXTERIOR SIGNAGE

Exterior signage includes all informational signage erected on or about the Premises, identifying the Premises and its scheduled events. Franchisor shall have the right to use and install any such exterior signage to promote its baseball operations. The presentation and context of the messages on such signage shall be consistent with the family nature of the activity being promoted.

All such exterior signage shall comply with applicable City ordinances or other applicable law.

XVII. UNUSABILITY

In the event that the Premises would be rendered unusable through fire, acts of nature or similar causes, through no substantial fault of the City, its agents, lessees, sublessees, assigns, tenants or other entities/persons having dealings with the City, the City shall not be responsible for furnishing additional or alternative facilities for Franchisor's use.

In the event of such loss or damage, the City shall act promptly to fully restore the Premises to the condition it was in prior to said loss or damage. During the time period, if any, that the Premises are not operational or are unusable for Franchisor's baseball operations, this Agreement and all rights or obligations hereunder shall be suspended until such time as the facility can be made available for said operations with

the obligations of Franchisor to City to be prorated for the time period that said Premises were not operational or usable for Franchisor's purpose.

In the case of such loss or damage, the City recognizes that the Franchisor's commitment to the FCBL or other collegiate baseball league to play its league season may require the Franchisor to find temporary facilities remainder of its season. Should securing such temporary facilities require that the Franchisor commit to play its upcoming games in such calendar year in such temporary location, rent for the Premises shall be abated for the length of such required commitment which shall not total more than one season or portion thereof.

XVIII. ASSIGNMENT

This Agreement between the City and Franchisor is not assignable; provided, however, that the Franchisor may assign and/or delegate its rights, duties and obligations under this Agreement with prior consent of the City which shall not be unreasonably withheld.

XIX. COMPLIANCE WITH LAWS

Except for matters which are the responsibility of the City under this Concession Agreement, Franchisor shall obtain the necessary permits, licenses or authorization from the City Clerk, or other licensing, permitting or concerned regulatory agencies, and shall comply with all security, health and fire regulations and ordinances of the City of Nashua and with any statute, rules and orders of the appropriate governmental authorities affecting the use of the Premises, including all orders and directives of the Nashua Police and Fire Departments pertinent to codes, games, the conduct of games, parking, traffic and other such matters.

Fireworks displays contracted for by Franchisor are specifically permitted provided Franchisor and/or its contractor obtains the approvals and permits necessary for the conduct of the same and provides the City with notice that it intends to conduct such fireworks displays at the time it applies for the required approvals and permits.

City agrees to comply with all applicable federal, state or local acts, statutes, ordinances and administrative requirements that apply directly or indirectly to the use of and operations at the Premises.

XX. ROYALTIES RENTS LICENSES TRADEMARKS AND COPYRIGHTS

Franchisor shall be solely responsible for obtaining such permission as may be necessary for the performance of the approved baseball games and related customary entertainment incidental thereto, and for paying any royalties, rents, licenses, franchise or copyright use fees as may be pertinent thereto, and shall release, indemnify and save harmless the City therefrom in accordance with indemnification provisions hereof. The City grants to Franchisor the right to use the image and name of Holman Stadium including without limitation “Historic Holman Stadium”, on merchandise sold by Franchisor at the Premises or at off-Premises events.

XXI. DEALINGS WITH BASEBALL PLAYERS BASEBALL TEAMS AND AGENTS

Franchisor shall be solely responsible for dealings with baseball players, baseball teams, their agents, baseball officials and others involved with the regulation and presentation of baseball games. Franchisor shall be responsible for any and all

franchise fees, wages and other benefits to baseball players, and all other expenses associated with sponsoring baseball games associated with the Franchisor.

XXII. RESTROOM AND GARBAGE PICKUP

Franchisor shall be responsible for maintaining and cleaning all public bathrooms at the Premises during and after its collegiate baseball league games and Franchisor sponsored events.

City shall be responsible for maintaining and cleaning the public lavatories at the Premises throughout the term of this Agreement for non-league games and events. City shall be responsible for picking up garbage collected by Franchisor at the Premises from the dumpster thereat after each event and as necessary throughout the term of this Agreement. The restrooms shall be cleaned and garbage picked up prior to the next collegiate baseball league game.

XXIII. PUBLIC ADDRESS SYSTEM

Franchisor shall have the non-exclusive right to use the Public Address system, which shall be in working order at the start of the league season, and the Franchisor may sell public address advertising during baseball games sponsored and promoted by it, provided however, that the Franchisor shall maintain said Public Address system during their scheduled games and any possible playoffs at no charge to City. City reserves the right to utilize the Public Address system during the course of Franchisor's baseball games, at no charge to the City, for emergency announcements and public service announcements so long as it is not unreasonably disruptive to the game proceedings. City maintains the right to require volume levels to be lowered if the

volume levels are unreasonable. The parties agree that the replacement of such Public Address system shall be the City's sole responsibility, which replacement shall take place promptly.

XXIV. BROADCAST RIGHTS

Franchisor shall have the right to broadcast or televise baseball games sponsored or promoted by it, and may sell or lease such rights. The exercise of said rights is subject to the terms and conditions of this Agreement.

XXV. FRANCHISOR EQUIPMENT

Franchisor shall have the right to locate at and on the Premises personal property necessary to conduct its baseball operations. In the event that Franchisor shall vacate the Premises for any reason, it shall be entitled to remove any and all such items or personalty from the Premises.

XXVI. INSURANCE

Franchisor shall obtain and maintain, at its sole cost and expense, throughout the term of this Agreement, insurance policies with companies licensed to do business in the State of New Hampshire and rated A-/VII or better by A.M. Best, protecting the City, the Franchisor, and their respective officers, officials, employees, agents, and volunteers from losses arising out of or related to the Franchisor's use and operation of the Premises.

All policies shall be written on an occurrence basis unless otherwise approved in writing by the City and shall be maintained in full force and effect during the term of this Agreement.

Workers' Compensation: Statutory limits; Employer's Liability \$500,000 each accident/\$500,000 disease policy limit/\$500,000 disease each employee.

Commercial General Liability: \$1,000,000 per occurrence; \$3,000,000 aggregate minimum, including premises/operations, products/completed operations, contractual liability, personal injury and advertising injury.

Automobile Liability: To the extent the Franchisor owns, leases, operates or utilizes any vehicles in connection with this Agreement, the Franchisor shall maintain Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit per accident covering all owned, non-owned, and hired vehicles.

Fireworks or special events if conducted by or on behalf of the Franchisor: The Franchisor shall ensure that any third-party pyrotechnics contractor is properly licensed and carries insurance with limits of not less than \$5,000,000 per occurrence, including coverage for all fireworks/pyrotechnics and blasting operations, with no exclusions for explosion, collapse, or underground (XCU) hazards, and naming the City of Nashua as an additional insured.

Liquor Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate for the sale or service of alcoholic beverages.

Umbrella/Excess Liability: \$3,000,000 per occurrence and aggregate, follow-form basis over the coverages listed above.

The City of Nashua, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on the Commercial General Liability, Automobile Liability, and Umbrella/Excess policies for both ongoing and completed

operations. Coverage shall be primary and non-contributory with respect to any insurance maintained by the City and supported by additional insured endorsements.

All required policies shall include a waiver of subrogation in favor of the City of Nashua, its officers, officials, employees, and agents.

Certificates of insurance and applicable endorsements shall be provided to the City prior to commencement of any operations under this agreement and annually thereafter. Policies shall provide thirty (30) days' written notice to the City prior to cancellation, non-renewal, or material change. Ten (10) days' notice for non-payment of premium.

The Franchisor shall insure its personal property, equipment, inventory, and improvements at the Premises at its own expense.

The Franchisor shall require all vendors, concessionaires, contractors, and event operators to carry insurance in amounts acceptable to the City and to name the City of Nashua, its officers, officials, employees, and agents as additional insureds. Proof of such coverage shall be provided to the City upon request.

The City shall maintain property insurance for City-owned structures and contents as it deems appropriate.

XXVII. HOLD HARMLESS

To the fullest extent permitted by law, the Franchisor shall indemnify, defend, and hold harmless the City of Nashua, its officers, officials, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, judgments, costs, and expenses; including reasonable attorneys' fees, arising out of or resulting from the

Franchisor's use or occupancy of the Premises, the conduct of the Franchisor's operations, events, or concessions; any act or omission of the Franchisor, its officers, employees, agents, contractors, or invitees; or any breach of this Agreement by the Franchisor, except to the extent caused by the negligent or wrongful acts or omissions of the City. The obligations under this section are independent of and shall not be conditioned upon the availability of insurance coverage. This obligation includes the acts or omissions of any vendors, contractors, food service operators, event promoters, or other third parties engaged or permitted by the Franchisor.

This obligation shall survive termination or expiration of this Agreement.

To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the Franchisor, its officers and employees, from and against claims, damages, losses, and expenses to the extent caused by the negligent acts or omissions of the City, its officers, employees, agents, vendors, contractors, event promoters, or other third parties engaged or permitted by the City in connection with the City's operations at the Premises.

Insofar as, and to the extent that, the following provisions may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in Nashua, NH area, to the fullest extent permitted by law, Franchisor and City each hereby waive any and all rights of recovery against the other, and against the other party's agents, employees, contractors, members, managers, officers, or invitees, for loss or damage to property arising from any cause of

loss or damage to the extent such loss or damage is covered by insurance proceeds actually received, or would have been covered but for the failure to maintain insurance as required under this Agreement. Nothing herein is intended to limit recovery for losses within any applicable self-insured retention or deductible.

Each party agrees to cause its insurance policies, to the extent commercially reasonable and available, to include endorsements waiving the insurer's rights of subrogation against the other party. The waiver set forth in this Section shall apply regardless of the negligence or fault of either party, but only to the extent of insurance coverage maintained or required to be maintained under this Agreement.

In the event that an extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium.

Nothing in this Section shall be deemed to relieve either party of its obligation to maintain insurance coverage as required herein, nor shall it apply to losses caused by a party's gross negligence or willful misconduct, if such waiver is prohibited by applicable law.

This waiver shall survive the expiration or earlier termination of this Lease.

Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or liability limitations available to the City under New Hampshire law.

XXVIII. CERTIFICATE OF GOOD STANDING

Franchisor agrees and warrants unto the City that it is a New Hampshire corporation, duly authorized to do business in the State of New Hampshire and in good standing.

XXIX. ALTERATIONS

Except as otherwise permitted in this Concession Agreement, Franchisor agrees that it shall make no, nor permit the making of any material alterations, changes or improvements to the Premises, or any part thereof, without the prior written consent of the City. City agrees to consult with Franchisor prior to any other material alterations, changes or improvements to the Premises during the term of this Agreement. Agreed upon alterations, changes or improvements to the Premises shall, upon completion, become the property of the City.

During the term of this Agreement, the Franchisor can propose to the City making leasehold or capital improvements to the Premises. The City may require the Franchisor to provide detailed plans and specifications of any proposed improvements as well as a not-to-exceed cost. In the City's sole discretion, which will be exercised by the City of Nashua's Board of Public Works, the City may agree to allow the Franchisor to make the specifically-agreed upon improvements at a not-to-exceed cost, and if they are satisfactorily performed and accepted, the Franchisor will be allowed to

deduct the actual cost, which must be lower than or equal to the not-to-exceed cost, from the Franchisor's rental payments.

XXX. DEFAULT

Excluding any failure of the Franchisor to make timely payments to the City under this Agreement, any failure of the Franchisor to comply with any other provisions herein shall constitute an event Default. Upon any event of Default, if Franchisor shall fail to cure said Default within thirty (30) days of written notice by the City, then the City shall have the right, at its option, to terminate this Agreement, provided that, if: (a) such Default is not capable of being cured during such 30-day period using good faith efforts, and (b) Franchisor commences cure efforts during such 30-day period and diligently continues such efforts, such cure period shall be extend for an additional 60 days..

Notwithstanding the terms of Default as indicated herein, should Franchisor's default be related to the failure of the Franchisor to make any payments rightfully due to the City, or pay the same into an escrow account, within ten (10) days of being due, the City shall have the right to terminate this Agreement and require Franchisor to vacate the Premises within ten (10) days of receipt of written notice from the City requesting such. Further, interest on any payments not timely made as indicated herein shall be applicable at three percent (3%) per annum. In such event, the Agreement between the parties, and any amendments thereto, shall be terminated and rightfully accrued amount then due the City by Franchisor pursuant to the same shall become due and payable.

No failure by the City to exercise any right or power accruing upon the occurrence of any event of default shall be construed to be a waiver of the City's rights hereunder including the right to terminate this Agreement.

Failure of the City to comply with any provisions herein shall constitute an event of default. Upon any event of default, if the City shall fail to cure said default within thirty (30) days of written notice by Franchisor, then Franchisor shall have the right, at its option, to terminate this Agreement.

No failure by the Franchisor to exercise any right or power accruing upon the occurrence of an event of default shall be construed to be a waiver of its rights hereunder including the right to terminate this Agreement.

XXXI. PROVISION FOR DISPUTE RESOLUTION

The parties agree that any disputes or alleged claims between the parties relating to the terms of this Agreement except those relating to failure of the Franchisor to make full or timely payments, shall attempted to be resolved through Mediation. In the event that Mediation is unsuccessful, despite the parties' good faith efforts, each party specifically retains any and all rights or remedies it may have.

XXXII. NEW HAMPSHIRE LAW APPLIES

The parties agree that this Agreement shall be governed by applicable New Hampshire law and that any action brought to enforce any provisions of this Agreement, the activities conducted or to be conducted thereunder, or in any way referable thereto shall be brought in the New Hampshire Superior Court for the

Southern District of Hillsborough County or in the New Hampshire 9th Circuit Court
— Nashua and not elsewhere.

XXXIII. INTEGRATION

This Agreement represents the complete and total agreement of the parties and that there are no other agreements or understandings between the parties other than those contained herein.

Any amendments or modifications of this Agreement shall be signed by both parties. In the event of any such amendments or modifications, upon execution of the same by both parties, such shall become part of this Agreement as if it had been originally part thereof.

XXXIV. ELECTRONIC MARQUEE BOARD

Franchisor shall be given non-exclusive access to the electronic marquee board along Amherst Street in order to advertise its programming and events at the Premises.

IN WITNESS WHEREOF the parties have executed this Agreement at
Nashua, New Hampshire, on the day and year first above-written.

WITNESS: CITY OF NASHUA

_____ by: _____
James Donchess, Mayor
Duly Authorized

WITNESS: GRANITE DIAMOND, LLC

_____ by: _____
John Creedon, Jr., Manager
Duly Authorized



RESOLUTION

**AUTHORIZING THE CITY OF NASHUA TO ENTER INTO CONTRACTS WITH THE
SOUHEGAN VALLEY TRANSPORTATION COLLABORATIVE, NASHUA
COMMUNITY COLLEGE, RIVIER UNIVERSITY, TOWN OF HUDSON AND TOWN
OF MERRIMACK FOR TRANSIT SERVICES**

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into contracts substantially in the attached form with the Souhegan Valley Transportation Collaborative, Nashua Community College, Rivier University, Town of Hudson and Town of Merrimack for transit services for the period of July 1, 2026 through June 30, 2027.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-033

PURPOSE:

Authorizing the City of Nashua to enter into contracts with the Souhegan Valley Transportation Collaborative, Nashua Community College, Rivier University, Town of Hudson and Town of Merrimack for transit services

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Finance Committee

FISCAL NOTE:

These revenue contracts provide local matching funds to the transit operating grant.

ANALYSIS

This resolution authorizes the City of Nashua to enter into contracts with the Souhegan Valley Transportation Collaborative, Nashua Community College, Rivier University, Town of Hudson and Town of Merrimack for the period of July 1, 2026 through June 30, 2027.

**Approved as to account
structure, numbers and
amount:**

Financial Services Division

By: /s/ Dawn K. Enwright

Approved as to form:

Office of Corporation Counsel

By: /s/ Celia K. Leonard

Date: May 6, 2026

**City of Nashua, New Hampshire
Nashua Transit System
and
Nashua Community College
“UPASS” TRANSPORTATION AGREEMENT
School Year 2026 - 2027**

THIS AGREEMENT, is by and between the **City of Nashua, New Hampshire/Nashua Transit System** (“**NTS**”), and the **Nashua Community College** (“**College**”). NTS is a municipal transit system, with a principal mailing address of 11 Riverside Street, Nashua, NH 03062; and the College with a principal mailing address of 505 Amherst Street, Nashua, NH 03063.

1. UNLIMITED FIXED-ROUTE ACCESS PRIVILEGES

1.1 A valid Nashua Community College student/staff ID card shall be valid for transportation during all scheduled hours of service, on all fixed-route NTS bus routes. Riders presenting a valid Nashua Community College student/staff ID card will be excused from paying a fare at the time of the trip. Compensation made by the College per Section 4 of this agreement shall cover all fares by all such users of NTS service as described in Section 2 of this agreement.

1.2 Ridership on any NTS bus by College students or staff under this Agreement is subject to all NTS rules, terms and conditions of bus ridership. Without limiting the foregoing, NTS expressly reserves the right to refuse service to any person not complying with the same.

2. SERVICES

2.1 NTS shall provide its established and regularly publicized fixed-route bus service and any additional bus service it may at its sole discretion activate. All routes operated by NTS are open to and available for public use.

2.2 NTS reserves the right to modify bus routes and schedules as needed and in compliance with federally mandated public transportation regulations per 49 CFR 5307.

3. TERM OF AGREEMENT

3.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2026 through June 30, 2027.

3.2 If the College desires to continue this program after June 30, 2026, both parties can enter into negotiations to determine expected levels of service.

4. COMPENSATION

4.1 The total amount due to NTS by the College shall be \$ 9,000.

4.2 The College shall pay NTS as follows:

- a. \$ 4,500 due by July 15, 2026
- b. \$ 4,500 due by January 15, 2027

5. RECORDS

5.1 NTS will keep ridership records for UPass usage. NTS will provide semi annually ridership reports to the College. The College and NTS will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

6. ADMINISTRATION

6.1 The College shall not have, and shall not exercise any control over NTS's bus service. The College shall not have and shall not exercise any control or supervision over drivers of the buses used in said service,

6.2 It is understood that the College will be responsible for marketing the program to students except that NTS will approve all marketing materials that contain, or reference, the NTS trademark images or properties. NTS will work cooperatively with the College to develop a marketing plan to market the UPass program.

7. INTERRUPTION OF SERVICE/NON-PERFORMANCE

7.1 NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of NTS.

8. TERMINATION

8.1 Failure to make payment, as outlined on Section 4, shall result in termination of this Agreement, at NTS's sole and exclusive option. Should NTS exercise its termination option under the terms and conditions of this paragraph, NTS shall have the right to make legal claim for those monies outstanding. Should it be necessary for NTS to exercise its termination option under the terms and conditions of this paragraph, NTS shall not be liable to the College for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the College then subsequently provides payment as required, NTS may require 30 calendar days to reinstate the terms of this agreement.

8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the NTS system makes or notifies the College of what the College considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail

indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should NTS or the College be unable to fulfill the requirements of this agreement because of expected lack of funds, then either NTS or the College may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

9. AMENDMENT/SEVERABILITY

9.1 This Agreement contains all terms, provisions, and conditions of the understanding regarding the UPass program between the parties. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of NTS and the College. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

10. NOTICE

10.1 Any notices issued, pursuant to the terms of this Agreement, shall be in writing and delivered in person or by certified mail, return receipt requested, and mailed to the address indicated in the execution of this Agreement, unless either party is notified, in writing, to the contrary.

11. MISCELLANEOUS

11.1 This contract shall be governed under the laws of the State of New Hampshire.

11.2 NTS shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

11.3 Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court – Nashua and not elsewhere.

12. NO DAMAGES FOR DELAY

12.1 No payment, compensation, or adjustment of any kind shall be made to Agency for Damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

13. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING

13.1 Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall not be unreasonably withheld. Consent to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including any incorporated exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

14. INDEMNITY

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Agency of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Agency proof of insurance upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives as of the day and year aforesaid.

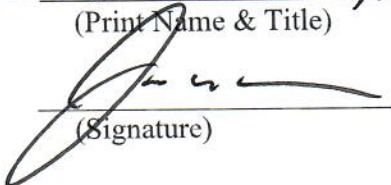
CITY OF NASHUA/NTS

BY: _____
Mayor James Donchess

Date

NASHUA COMMUNITY COLLEGE

BY: James M. Keane, President
(Print Name & Title)


(Signature)

4-22-26
Date

SERVICE AGREEMENT

This Agreement between **The City of Nashua**, a New Hampshire municipal corporation, 229 Main Street, Nashua, NH 03061 ("**CITY**"), the **Souhegan Valley Transportation Collaborative**, a New Hampshire nonprofit corporation, P.O. Box 612, Wilton, NH 03086 ("**SVTC**") and **Nashua Regional Planning Commission**, a Regional Planning Commission pursuant to RSA 36:45-53, as fiscal agent for SVTC and lead agency for the Greater Nashua (Region 7) Regional Coordination Council for Community Transportation, 30 Temple Street, Suite 310, Nashua NH 03030 ("**NRPC**").

WHEREAS: CITY operates the Nashua Transit System ("**NTS**") and has excess capacity to provide Paratransit Services as described herein; and

WHEREAS: SVTC provides wheelchair accessible rides to non-emergency medical appointments and to fulfill fundamental needs such as grocery shopping and essential personal appointments to persons in need residing in any of the communities participating in the funding of SVTC.

WHEREAS: CITY has been authorized by its Board of Aldermen and SVTC and NRPC have been authorized by their respective Board of Directors to enter into this Agreement;

NOW, THEREFORE IT IS AGREED by and between the parties, as follows:

DEFINITIONS SECTION

"**Paratransit Service**" includes NTS vehicles, drivers, monthly service reporting, other reporting as described in this Agreement and call center operations. Paratransit Service also includes NTS transportation to and from, but is not limited to, the following for Qualified Riders:

- Healthcare services including but not limited to doctor visits, outpatient services, counseling, laboratory visits, adult day care, pharmacies and dialysis
- Social service appointments including SHARE, DHHS and SSA
- Municipal offices including Town Halls and local libraries in the participating towns
- Local community dining locations in participating towns sponsored by Meals on Wheels of Hillsborough County
- Local senior activity locations including the Milford Area, Hollis and Brookline Seniors, the Parkhurst Place Community Room, and the Nashua Senior Activity Center and Nashua YMCA
- Rides are available for shopping as scheduling and space allow throughout the SVTC communities and Nashua.
- Local Courts in any of the participating towns or Nashua
- Rides to most destinations in the Six Towns and Nashua will be accepted. Rides to these other destinations and for shopping in Nashua and the Six Towns may or may not be available on any given day due to availability in the daily schedule.
- SVTC may submit written requests for modifications to scheduled service days or destinations with 21 days' notice to NTS operations.

"**Holidays**" shall mean: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day.

"Participating Towns" shall mean Amherst, Brookline, Hollis, Milford, Mont Vernon, and Wilton, New Hampshire.

"Qualified Rider" shall mean any person residing in a Participating Town who has submitted an application and been approved for paratransit services. Individuals permanently residing in long-term care facilities (i.e. nursing homes, assisted living) are, however, excluded from being a "Qualified Rider." Individuals admitted to rehabilitation centers in Participating Towns for short-term rehab and who have previously used the Paratransit Service may continue to do so provided all other transportation funding sources have been exhausted.

SECTION 1: SERVICES AND SERVICE AREA

1.1 CITY shall provide, through NTS, Paratransit Services for Qualified Riders subject to this Agreement and the NTS terms and conditions of ridership within and to the boundaries of Nashua, Amherst, Brookline, Hollis, Milford, Mont Vernon, and Wilton, New Hampshire.

1.2 CITY shall provide, through NTS, and SVTC shall purchase at the rate set forth in Section 3.1, between 9 and 12 hours per day hours per day of scheduled Paratransit Service Monday through Friday, excluding Holidays and the day after Thanksgiving, for a monthly total of schedule service hours equal to the number of service days in the month multiplied by 9 -12 daily contracted hours of service (# of service days X daily contracted hours of service (9 -12)= total monthly contracted service hours).

To provide additional flexibility, SVTC will begin the contract at 10 hours of service per day, and when NTS and SVTC determine that demand warrants an increase of hours (as service hours are increased), then service will be billed at up to 12 hours per day. This determination must happen by the 20th day of the month, to be effective on the 1st of the following month. Likewise, service can change from up to 12 hours back to 11, 10 or 9 hours per day in the same manner. The intent is not to make this change on a monthly basis, but rather to be sensitive to changing demands placed on SVTC service.

- All changes by SVTC in regards to holiday service must be transmitted in writing by SVTC to NTS at least 8 weeks prior to select holidays or change in service.
- With the exception of the above bullet, at no time shall the monthly allotment of contracted service hours be exceeded without just compensation to NTS.
- If the monthly allotment of scheduled service hours are found to be in excess of monthly contracted service hours, NTS will bill SVTC for each hour of overage at the rate set forth in Section 3.1.
- CITY shall provide, through NTS, SVTC notice via phone or email on a monthly basis when 80% of the total contract hours has been exceeded.

1.3 The hours of operation for service shall be Monday through Friday 8AM – 6PM including travel time to/from the Nashua garage, excluding Holidays.

1.4 Any expansion or diminishment of Paratransit Services will require written agreement from both CITY and SVTC, and may require changes to the amount of service hours purchased and/or the hourly rate or both.

1.5 Applications

Applications for Paratransit Services will include, as a separate page, a copy of the agreed upon *No Show and Cancellation Policy*. Applications received by SVTC will be emailed or otherwise delivered in hardcopy to a designated person at NTS. Applications received by NTS will be emailed or otherwise delivered in hardcopy to a designated person at SVTC. Every effort will be made by NTS to process applications as soon as possible, but processing may take up to 10 business days. In extreme circumstances, NTS will make every effort to process the application expeditiously.

1.6 Reservations

Reservations must be made two business days in advance and can be made Monday through Friday, from 8 AM to 4:30 PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

Healthcare related trips take priority over all other types of rides. When scheduling conflicts arise, NTS will work with SVTC, to ensure rides are prioritized by senior citizens and those living with a disability over rides reserved by other residents. The SVTC van cannot be back to Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the Paratransit service is requested, unless there are weather or emergency related changes necessitating a shorter timeframe.

Total Travel Time		
Travel Times	Amherst, Brookline, Hollis, and Milford	Mont Vernon and Wilton
In-Town Trips	1 hour	1 hour
Out of Town Trips	1.5 hours	1.5 hours
To Nashua	1.5 hours	2 hours

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time. Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the Paratransit. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame.)

1.7 Shopping

Shopping is available on weekdays, as agreed upon by SVTC and NTS, for Amherst, Brookline, Hollis, Milford, Mont Vernon, and Wilton residents. A minimum of 1 hour is scheduled for passengers(s) to complete shopping per destination. Due to safety and space limitations on vehicles there is a 2 shopping bag limit per rider. Passengers must be able to manage their shopping bags as NTS drivers are not able to assist.

Passengers must inform dispatch of their intent to bring an NTS approved shopping cart when scheduling a ride. The use of an NTS approved shopping cart is on a space available basis. If a passenger's cart cannot be accommodated, NTS will notify the passenger in advance. All

items must be contained within the NTS approved shopping cart, properly controlled by the passenger, and safely secured in the designated storage area.

1.8 Safety

After prior approval from NTS Supervisors, which approval shall be at his or her sole discretion, NTS drivers will go into driveways with safe turn around access. This is necessary to ensure adequate space is available for Paratransit to turn around. If NTS determines a driveway is unsafe to enter, NTS will notify SVTC and the rider. Drivers are able to assist passengers in boarding or disembarking safely from the Paratransit. As noted previously drivers cannot assist with shopping bags.

When asked, drivers will assist passengers with securing seatbelts. Drivers will secure all wheelchairs or scooters. Drivers will assist riders from and to origin and destination doors unless the access way is not safe due to snow or ice or other unforeseen obstacles.

SVTC and NTS reserve the right to suspend service to a passenger when the safety of passengers or driver is compromised.

1.9 No-Shows and Cancellations

No-Show Policy:

No-Shows are defined as: rides not cancelled by the passenger or their representative at least two (2) hours before the scheduled pick-up time and rides where the passenger does not board the van to take a scheduled ride within 5 minutes of the van's arrival.

- 2nd No-shows = NTS to call passenger and send reminder letter. The NTS Mobility Manager or designee will contact the passenger to discuss resolving any barriers or constraints that may be causing the pattern of No-Shows.
- => 3rd No-show = NTS will email SVTC with passenger name, address, phone number, date of service, time of service, pick up and drop off locations along with number of no-shows to SVTC.
- NTS and SVTC will coordinate any additional follow-up actions to be taken prior to an actual suspension letter being sent to the passenger. NTS and SVTC will make every effort to help the passenger resolve any barriers or constraints that may be causing the pattern of No-Shows.
- A suspension due to a pattern or practice of No-Shows will be for 15 business days of service.
- Any passenger that disagrees with the suspension may appeal the suspension to SVTC.
 - SVTC Board of Directors Chairperson at info@SouheganValleyRides.org or (603) 860-1202

Cancellation Policy:

All cancellations by SVTC passengers require a minimum of two (2) hour notice prior to the pick up time, due to the amount of travel time for towns outside of Nashua, or they will be considered a no-show.

- On a case-by-case basis, with extenuating circumstances, SVTC and NTS will work with individual passengers on utilizing alternate transportation plans to address unique needs.

- Any amendments or changes to passenger policies by NTS or SVTC will be mutually agreed upon and communicated in writing to the other party in a timely manner.

SECTION 2: TERM

This agreement shall be effective as of July 1, 2026 and shall terminate on June 30, 2027 unless terminated earlier by one of the parties, in which case, written notice of termination shall be required no less than thirty (30) days prior to the proposed termination date. Upon termination of this Agreement any and all property used in connection with this Agreement will be promptly returned to the party holding title thereto.

SECTION 3: SVTC RATE, FARES AND PAYMENT

3.1 SVTC shall pay \$80.42 per hour for contracted or scheduled Paratransit Service.

3.2 Fares.

Each one way ride is \$2.00 per person. Personal Care Assistants ride at no cost while accompanying a paid rider. Children age 5 and under ride free but must be accompanied by an adult. Guest(s) are an additional \$2.00 per person, and are treated as a separate rider. NTS must be notified about the guest(s) when the ride is scheduled. Each SVTC Bus Fare Pass provides 1 one-way ride free of charge to the passenger.

3.3 Billing and Payment.

SVTC is obligated to pay any Paratransit Fare fees accrued through the SVTC Free Bus Fare Program on a quarterly basis. NTS will collect the SVTC Free Bus Fare Passes on a monthly basis for pick-up by SVTC.

NTS shall submit quarterly bills for the Purchase of Paratransit Services and the Free Bus Fare Program rides to NRPC.

NRPC will review the Purchase of Paratransit Service bill and request approval by SVTC and submit to NHDOT. Upon approval by SVTC, NRPC will submit the quarterly Purchase of Paratransit Services invoice to NHDOT for payment. Once payment is received from NHDOT, NRPC will release the payment to NTS.

NRPC will send the NTS Free Bus Fare Program bill to SVTC for review and approval. Once approved, NRPC, acting as SVTC's fiscal agent, will release payment to NTS. In the event that SVTC assumes financial management of its resources, SVTC will release said payment to NTS.

3.4 SVTC may conduct service and financial audits for services operated with any funding from SVTC.

SECTION 4: CITY RESPONSIBILITY

4.1 The CITY shall provide reasonable financial and operational data to SVTC with respect to all transportation services, as requested from time to time.

4.2 In performing hereunder, CITY shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.

4.3 Interruption of Service/Non-Performance

CITY and NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of CITY or NTS.

SECTION 5:

5.1 Records

- i) The Federal Transit Administration (FTA), the NHDOT, the Comptroller General of the United States, or any designee shall have access to any books, documents, papers and records which are pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.
- ii) NTS will provide a ridership information report to SVTC for each month that Paratransit Service is provided. Substantive modifications to the content or format of the report as developed between 2008 and 2025 will be mutually agreed to in writing by SVTC and NTS.
- iii) From time to time, additional information may be needed for such things as securing funding and meeting grant requirements. SVTC and NTS will review these requirements in advance to arrive at a mutually agreed upon dataset and timeframe.
- iv) NTS shall provide the Hours-Miles-Mobility-Denial report to NRPC on a quarterly basis.
- v) NTS shall provide an updated copy of the client list upon request to SVTC but not more than four times per calendar year.

5.2 Covenant Against Contingent Fees

Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of Congress, CITY Board, the SVTC Board or any employee of CITY or SVTC, has any interest, financially or otherwise, in this Agreement.

5.3 Alteration in Character of Work. Minor alterations in the character of work shall be authorized in writing by SVTC and acknowledged by CITY by letter.

5.4 Termination

SVTC and CITY hereby agree to full performance of the covenants and obligations contained herein, except that each reserves the right, at its option and sole discretion, to terminate the service provided for in this Agreement, or any portion thereof. Termination of this Agreement may be at any time and for any reason, with or without cause, upon providing thirty (30) calendar days prior written notice. Termination shall be effected by delivery of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination, CITY shall calculate actual expenses incurred up to and including the date of termination together with any penalty or costs imposed by other funding sources or contracts and any costs attributing to Section 13(c) of the Federal Transit Act of 1964, as amended, the total of which is hereinafter referred to as "termination costs." If SVTC has paid CITY sums in excess of the termination costs, CITY shall refund the excess within thirty (30) days; if SVTC has paid CITY an amount less than the termination costs, then SVTC shall pay to CITY an amount equal to the difference between the termination costs and the amount that SVTC has already paid under this Agreement within thirty (30) days.

5.5 Additional Work

Additional work, when authorized by executed contract change order or supplement agreement, shall be compensated for by a fee, mutually agreed upon by CITY and SVTC.

5.6 Successors and Assigns.

This Agreement shall not be assignable, except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

5.7 Title VI Assurances

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color, sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

5.8 Civil Rights

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.

SECTION 6: INDEMNIFICATION

Each party to this Agreement agrees to defend, indemnify, save and hold harmless the other (and each of their respective directors, officers, agents and employees) from and against all liabilities, suits, obligations, claims, demands, damages, fines, costs and expenses (including reasonable attorney's fees) arising under this Agreement to the extent that such are attributable, directly or indirectly, to the indemnifying party's negligence, error, omission or intentional act. An indemnifying party's negligence, error, omission or intentional act, as that phrase is used herein, includes the negligence, error, omission or intentional act of its officers, agents and employees. This provision shall survive the termination of this Agreement.

SECTION 7: AMENDMENT

This Agreement may be amended in whole or in part by written agreement of the parties.

SECTION 8: RELATIONSHIP OF PARTIES

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

SECTION 9: INTEGRATION

This agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be

changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 10: CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction.

SECTION 11: SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

SECTION 12: WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

SECTION 13: COUNTERPARTS

This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

SECTION 14: CAPTIONS

Captions and section heading used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant in construing this Agreement.

SECTION 15: NOTICES

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by electronic mail (email), sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to SVTC:

Attention:

*Carol Brooks, Board of Directors Chairperson
Souhegan Valley Transportation Collaborative
P.O. Box 612
Wilton, NH 03086*

If to CITY:

*James Donchess, Mayor
229 Main St*

Notices shall be deemed received at the time it is personally served, on the day it is sent by email transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either party may change its mailing address or the person to receive Notice by notifying the other Party as provided in this paragraph. Notices sent by email transmission may also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by email.

SECTION 16: ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING

SVTC and City shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall not be unreasonably withheld. Consent to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including any incorporated exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

SECTION 17: LEGAL COMPLIANCE AND PROHIBITION

To the extent applicable, SVTC and CITY each warrant compliance with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction over transit services provided via this Agreement. Parties acknowledge that a breach of this warranty is a material breach of this Agreement and parties are subject to penalties for violation(s) of this provision, including termination of this Agreement.

CITY and SVTC each retain the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to this Agreement to ensure compliance with this warranty. Any and all costs associated with inspections are the sole responsibility of the party subject to inspection. SVTC and CITY each hereby agree to indemnify, defend and hold each other harmless for, from and against all losses and liabilities arising from any and all violations thereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.

City of Nashua

By: _____
James Donchess, Mayor

Date: _____

Souhegan Valley Transportation Collaborative

By: Carol S. Brooks
Carol Brooks, Chairperson
Title: _____

Date: 4/30/26

Nashua Regional Planning Commission

By: Jay Minkarah
Jay Minkarah, Executive Director
Title: _____

Date: 4/30/2026

**City of Nashua, New Hampshire Nashua Transit System
and
Town of Hudson, New Hampshire
AGREEMENT FOR TRANSPORTATION SERVICES
July 1, 2026 thru June 30, 2027**

This agreement is made and entered into by and between the City of Nashua, Nashua Transit System (NTS), ("Provider"); and the Town of Hudson, New Hampshire, ("Town");

1. PERIOD

The period of performance of this agreement shall begin on July 1, 2026 and shall terminate automatically on June 30, 2027.

2. UNDERSTANDING OF THE WORK

The Provider understands that the Town is seeking demand response transportation services for eligible citizens, including citizens with disabilities and senior citizens to and from locations in Hudson and Nashua. This service is principally used to gain access to non-emergency medical appointments (priority), groceries, pharmacies and employment. Service will be available Monday through Friday, and excluding Holidays as defined by the Provider (days service is available are the "Service Days"). The hours of operation for service shall be Monday through Friday starting at 8:30AM – last pick up 3:30PM.

3. RIDER ELIGIBILITY

A "Qualified Rider" shall mean any person residing in the Town who has submitted a completed application for demand response services in compliance with FTA 5307 funding requirements. Individuals permanently residing in long-term care facilities (i.e. nursing homes) are, however, excluded from being a "Qualified Rider."

Qualified Rider applications will be emailed or otherwise delivered to the requesting Town citizen by the Provider, the Town, or private medical offices. Completed applications shall be mailed or delivered in hardcopy to a designated person at the Provider.

4. PROVIDER'S RESPONSIBILITIES

- A.** The Provider shall provide shared ride service to Qualified Riders that is scheduled daily on Service Days as efficiently as possible based on demand for pick-ups and drop-offs.
- B.** The Provider shall notify the Town as soon as possible of emergencies that may interrupt the transportation schedule.
- C.** The Provider will make every effort to process completed applications expeditiously but the processing may take up to 21 days.

- D. It is the Provider's responsibility to enter the Qualified Rider information from the application into the system for the scheduling of services.
- E. The Provider reserves the right at its sole discretion to refuse or suspend transportation to any Qualified Rider or person.
 - I. When the safety of the passenger(s) and drivers is compromised.
 - II. Excessive or no show/cancellation or violation of the Provider's no-show policy.
- F. The Provider shall be responsible for safe transportation of Qualified Riders. Qualified Riders will be provided curb to curb service and/or door to door service when necessary.
 - I. Qualified Riders who require door-to-door service shall be provided door-to-door service, however, they must specify when booking their trip that they will need the additional service/help to and from the vehicle.
 - II. The driver CANNOT do the following:
 - a. Help with packages or personal belongings
 - b. Cross the threshold into a dwelling to assist Qualified Riders.
 - c. Access driveways without prior NTS approval and when needed signed documentation from Qualified Rider consenting to permission for Provider to access driveway.
 - d. Lose the ability to keep their vehicles under visual observation.
 - e. Take action that would clearly be unsafe.
- G. The Provider shall provide reasonable financial and operational data to the Town with respect to all transportation services subject to this Agreement, as requested from time to time.
- H. In performing hereunder, the Provider shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.
- I. Interruption of Service/Non-Performance: The Provider shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of the Provider.

5. **RESERVATIONS**

Reservations must be made two (2) business days in advance by the Qualified Rider and can be made Monday through Friday, from 8:00AM to 4:30PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

A Qualified Rider must inform the provider when an additional guest or personal care attendant will be accompanying the Qualified Rider. Guest will pay regular fare and personal care attendant will ride for free.

Qualified Riders may be limited to scheduling trips for only up to three days per week.

Riders with disabilities receive top priority in scheduling. Senior citizens receive the next priority in scheduling. Non-emergency medical trips take priority when scheduling conflicts arise. The Provider will work to ensure rides are prioritized by those living with a disability and then senior citizens over rides reserved by non-senior, non-disabled citizens. The Provider cannot be back to Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the demand response service is requested, unless there are weather or emergency related changes necessitating a shorter timeframe.

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time.

Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the van. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame.)

Qualified Riders cannot make same day changes to their reservations (i.e. Pick-up/Drop-off locations, scheduled times, etc.).

6. SPECIAL CONDITIONS

- A.** The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves, other passengers or the driver.
- B.** The Provider will assist a Qualified Rider into and out of a building when a reasonable accommodation is requested and then approved by the Provider.
- C.** The Provider will be closed on the following holidays:

Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day

7. COMPENSATION

- A.** The Town agrees to pay the Provider \$63.98 per hour for Demand Response service. This service will cost the Town half of the actual cost of service per hour, due to the 50% federal subsidy and passenger farebox payments. The Town has agreed to a total of 510 hours of available service, with an estimated Farebox Revenue of \$2,500 for a total billable cost of \$30,130. (see table below).

Hudson Cost per Hour	Available Hours of Service	Annual Cost	Estimated Farebox Revenue	Cost for FY27
\$63.98	510	\$32,630	\$2,500	\$30,130

- B.** The Qualified Rider will pay the following passenger farebox rates per one-way ride:

One-Way Farebox Rates	Destination	
	Nashua	Hudson
Hudson Origin Ride	\$5.50	\$3.50

- C.** The Provider shall invoice the Town for transportation services at the rate specified in this agreement on an annual basis. The Town shall reimburse the Provider at the agreed rate upon invoice and not to exceed 30 days. Checks shall be made payable to: Nashua Transit System.
- D.** At the time that the Town expends 80% of 510 Service Hours, the Provider will issue a letter to the Town stating it has reached the 80% point and has 20% or 102 service hours remaining on the contract. If the Town and Provider agree that the remaining service hours in the contract will not be sufficient, the Town has the option to pay the Provider for additional services hours at the same rates as described herein. If the Town expends 510 service hours and chooses not to pay for additional services hours, the Provider will curtail services once a total of 510 service hours has been reached. In the event all service hours are not used at the termination of this Agreement, the Provider shall keep all payments from Town and the Town is not entitled to any refund.

8. RELATIONSHIP

The Provider is an independent contractor and no employee-employer relationship exists between the Provider and the Town. Drivers and employees of the Provider are not subject to the control or supervision of the Town.

9. INDEMNITY

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Town from any and all personal injury and property damage claims which may result from the Provider's negligent operation of its motor vehicles. The Provider shall provide the Town proof of insurance upon request.

10. TITLE VI ASSURANCES

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

11. CIVIL RIGHTS

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.

12. EARLY TERMINATION

This agreement may be terminated at any time with the mutual consent of the Provider and the Town, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

If NTS terminates the contract prior to June 30, 2027, NTS will reimburse the Town of Hudson any funds not expended.

13. AMENDMENTS.

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Town. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

14. COMMUNICATIONS

The mailing address of the Provider is:

*Nashua Transit System
11 Riverside St.
Nashua NH, 03062*

and its telephone number and email is:

*(603) 880-0100
correac@nashuanh.gov*

The contact person is:

Camille Correa, Transportation Administrator

The mailing address of the Town is:

*Town of Hudson
21 School Street
Hudson, NH 03051*

and its telephone number and email is:

*(603) 886-6024
rsorenson@hudsonnh.gov*

The contact person for the Town is:

Roy E. Sorenson – Town Administrator

15. CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction. Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court – Nashua and not elsewhere.

16. NO DAMAGES FOR DELAY

No payment, compensation, or adjustment of any kind shall be made to Town for damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

17. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING

Town and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall not be unreasonably withheld. Consent to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including any incorporated exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

18. ENTIRE AGREEMENT

These terms of this agreement constitute the entire agreement between the Provider and the Town, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

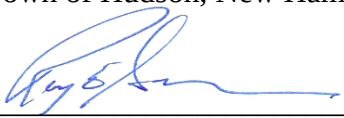
PROVIDER: City of Nashua – Nashua Transit

BY _____
Jim Donchess, Mayor

Witness

DATE _____

TOWN: Town of Hudson, New Hampshire

BY  _____



Witness

TITLE _____
Town Administrator

DATE _____
5/4/2026

**City of Nashua, New Hampshire Nashua Transit System and
Town of Merrimack, New Hampshire
AGREEMENT FOR TRANSPORTATION SERVICES
July 1, 2026 through June 30, 2027**

This agreement is made and entered into by and between the City of Nashua, Nashua Transit System (NTS), ("Provider"); and the Town of Merrimack, New Hampshire, ("Town");

1. PERIOD

The period of performance of this agreement shall begin on July 1, 2026 and shall terminate automatically on June 30, 2027.

2. UNDERSTANDING OF THE WORK

The Provider understands that the Town is seeking demand response transportation services for eligible citizens, including citizens with disabilities and senior citizens to and from locations in Nashua and Merrimack. This service is principally used to gain access to non-emergency medical appointments, groceries, pharmacies and employment. Service will be available Monday through Friday, and excluding Holidays as defined by the Provider (days service is available are the "Service Days"). The hours of operation for service shall be Monday through Friday starting at 8:30AM – last pick up 3:30PM.

3. RIDER ELIGIBILITY

A "Qualified Rider" shall mean any person residing in the Town who has submitted a completed application for demand response services in compliance with FTA 5307 funding requirements. Individuals permanently residing in long-term care facilities (i.e. nursing homes) are, however, excluded from being a "Qualified Rider."

Qualified Rider applications will be emailed or otherwise delivered to the requesting Town citizen by the Provider, the Town, or private medical offices. Completed applications shall be mailed or delivered in hardcopy to a designated person at the Provider location.

4. PROVIDER'S RESPONSIBILITIES

- A. The Provider shall provide shared ride service to Qualified Riders that is scheduled daily on Service Days as efficiently as possible based on demand for pick-ups and drop-offs.
- B. The Provider shall notify the Town as soon as possible of emergencies that may interrupt the transportation schedule.

- C. The Provider will make every effort to process completed applications expeditiously but the processing may take up to 21 days.
- D. It is the Provider's responsibility to enter the Qualified Rider information from the application into the system for the scheduling of services.
- E. The Provider reserves the right at its sole discretion to refuse or suspend transportation to any Qualified Rider or person
 - I. When the safety of the passenger(s), drivers or NTS Staff is compromised.
 - II. Excessive or no show/cancellation or violation of the Provider's no-show policy.
- F. The Provider shall be responsible for safe transportation of Qualified Riders. Qualified Riders will be provided curb to curb service and/or door to door service when necessary.
 - I. Qualified Riders who require door-to-door service shall be provided door-to-door service, however, they must specify when booking their trip that they will need the additional service/help to and from the vehicle.
 - II. The driver CANNOT do the following:
 - a. Help with packages or personal belongings
 - b. Cross the threshold into a dwelling to assist Qualified Riders.
 - c. Access driveways without prior NTS approval and when needed signed documentation from Qualified Rider consenting to permission for NTS to access driveway.
 - d. Lose the ability to keep their vehicles under visual observation.
 - e. Take action that would clearly be unsafe.
- G. The Provider shall provide reasonable financial and operational data to the Town with respect to all transportation services subject to this Agreement, as requested from time to time.
- H. In performing hereunder, the Provider shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.
- I. Interruption of Service/Non-Performance: The Provider shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions,

acts of God, or for any other cause or causes beyond the control of the Provider.

5. RESERVATIONS

Reservations must be made two (2) business days in advance by the Qualified Rider and can be made Monday through Friday, from 8 AM to 4:30PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

A Qualified Rider must inform the provider when an additional guest or personal care attendant will be accompanying the Qualified Rider. Guest will pay regular fare and personal care attendant will ride for free.

Riders with disabilities receive top priority in scheduling. Senior citizens receive the next priority in scheduling. When scheduling conflicts arise, the Provider will work to ensure rides are prioritized by those living with a disability and then senior citizens over rides reserved by non-senior, non-disabled citizens. The Provider cannot be back to Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the demand response service is requested, unless there are weather or emergency related changes necessitating a shorter time-frame.

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time.

Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the van. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame.)

Qualified Riders cannot make same day changes to their reservations (i.e. Pick-up/Drop-off locations, scheduled times, etc.).

6. SPECIAL CONDITIONS

- A. The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves, other passengers or the driver.
- B. The Provider will assist a Qualified Rider into and out of a building when a

- reasonable accommodation is requested and then approved by the Provider.
- C. The Provider will be closed on the following holidays:
- I. Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day.

7. COMPENSATION

- A. The Town agrees to pay the Provider \$63.98 per hour for Demand Response service. This service will cost the Town half of the actual cost of service per hour, due to the 50% federal subsidy and passenger farebox payments. At a projected average of hours of service per day, the Town has agreed to a total of up to 1016 hours of service, with an estimated Farebox Revenue of \$6,000 for a total billable cost of \$59,004 (see table below).

Town of Merrimack Cost per Hour	Projected Hours of Service	Annual Cost	Estimated Farebox Revenue	Town of Merrimack Cost for FY27
\$63.98	1016	\$65,004	\$6,000	\$59,004

- B. The Qualified Rider will pay the following passenger farebox rates per one-way ride:

One-Way Farebox Rates	Destination	
	Nashua	Merrimack
Merrimack Origin Ride	\$4.00	\$2.00

- C. The Provider shall invoice the Town for transportation services at the rate specified in this agreement on an annual basis. The Town shall reimburse the Provider at the agreed rate upon invoice and not to exceed 30 days. Checks shall be made payable to: Nashua Transit System.
- D. At the time that the Town expends 80% of Service Hours, the Provider will issue a letter to the Town stating it has reached the 80% point and has 20% or 203 service hours remaining on the contract. If the Town and Provider agree that the remaining service hours in the contract will not be sufficient, the

Town has the option to pay the Provider for additional service hours at the same rates as described herein. If the Town expends service hours and chooses not to pay for additional services hours, the Provider will curtail services once a total of service hours has been reached. In the event all service hours are not used at the termination of this Agreement, the Provider shall keep all payments from Town and the Town is not entitled to any refund.

8. RELATIONSHIP

The Provider is an independent contractor and no employee-employer relationship exists between the Provider and the Town. Drivers and employees of the Provider are not subject to the control or supervision of the Town.

9. INDEMNITY

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Town from any and all personal injury and property damage claims which may result from the Provider's negligent operation of its motor vehicles. The Provider shall provide the Town proof of insurance upon request.

10. TITLE VI ASSURANCES

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

11. CIVIL RIGHTS

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.

12. EARLY TERMINATION

This agreement may be terminated at any time with the mutual consent of the Provider and the Town, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

13. AMENDMENTS

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Town. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

14. COMMUNICATIONS

The mailing address of the Provider is:

Nashua Transit System

11 Riverside St.

Nashua NH, 03062

and its telephone number is:

(603) 880-0100 ext. 2035

The contact person is:

Camille Correa, Transportation Administrator

The mailing address of the Town is:

Town of Merrimack

6 Baboosic Lake Rd.

Merrimack, NH 03054-0940

and its telephone number is:

(603) 424-7075

The contact person for the Town is:

Paul Micali - Town Manager

15. CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction.

16. NO DAMAGES FOR DELAY

Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court – Nashua and not elsewhere.

No payment, compensation, or adjustment of any kind shall be made to Agency for damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

17. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING

Agency and provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall not be unreasonably withheld. Consent to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including any incorporated exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

18. ENTIRE AGREEMENT

These terms of this agreement constitute the entire agreement between the Provider and the Town, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

PROVIDER: City of Nashua – Nashua Transit, New Hampshire

BY: _____
James Donchess, Mayor

Witness

DATE: _____

TOWN: Town of Merrimack, New Hampshire

BY: _____

Witness

DATE: April 23, 2026

**City of Nashua, New Hampshire
Nashua Transit System
and
Rivier University
“UPASS” TRANSPORTATION AGREEMENT
School Year 2026 - 2027**

THIS AGREEMENT, is by and between the **City of Nashua, New Hampshire/Nashua Transit System (“NTS”)**, and the **Rivier University (“University”)**. NTS is a municipal transit system, with a principal mailing address of 11 Riverside Street, Nashua, NH 03062; and the University is a private school, with a principal mailing address of 420 S. Main St, Nashua, NH 03060.

1. UNLIMITED FIXED-ROUTE ACCESS PRIVILEGES

1.1 A valid Rivier University student/staff ID card shall be valid for transportation during all scheduled hours of service, on all fixed-route NTS bus routes. Riders presenting a valid Rivier University student/staff ID card will be excused from paying a fare at the time of the trip. Compensation made by the University per Section 4 of this agreement shall cover all fares by all such users of NTS service as described in Section 2 of this agreement.

1.2 Ridership on any NTS bus by University students or staff under this Agreement is subject to all NTS rules, terms and conditions of bus ridership. Without limiting the foregoing, NTS expressly reserves the right to refuse service to any person not complying with the same.

2. SERVICES

2.1 NTS shall provide its established and regularly publicized fixed-route bus service and any additional bus service it may at its sole discretion activate. All routes operated by NTS are open to and available for public use.

2.2 NTS reserves the right to modify bus routes and schedules as needed and in compliance with federally mandated public transportation regulations per 49 CFR 5307.

3. TERM OF AGREEMENT

3.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2026 through June 30, 2027.

3.2 If the University desires to continue this program after June 30, 2026, both parties can enter into negotiations to determine expected levels of service. NTS must receive written notification to include expected levels of service by January 31, 2027. Upon such notification, NTS will review the request and the parties can enter into negotiations.

4. COMPENSATION

4.1 The total amount due to NTS by the University shall be \$17,250.

4.2 The University shall pay NTS as follows:

- a. \$ 8,625 due by July 15, 2026
- b. \$ 8,625 due by January 15, 2027

5. RECORDS

5.1 NTS will keep ridership records for UPass usage. NTS will provide semi annual ridership reports to the University. The University and NTS will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

6. ADMINISTRATION

6.1 The University shall not have, and shall not exercise any control over NTS's bus service. The University shall not have and shall not exercise any control or supervision over drivers of the buses used in said service.

6.2 It is understood that the University will be responsible for marketing the program to students except that NTS will approve all marketing materials that contain, or reference, the NTS trademark images or properties. NTS will work cooperatively with the University to develop a marketing plan to market the UPass program.

7. INTERRUPTION OF SERVICE/NON-PERFORMANCE

7.1 NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of NTS.

8. TERMINATION

8.1 Failure to make payment, as outlined on Section 4, shall result in termination of this Agreement, at NTS's sole and exclusive option. Should NTS exercise its termination option under the terms and conditions of this paragraph, NTS shall have the right to make legal claim for those monies outstanding. Should it be necessary for NTS to exercise its termination option under the terms and conditions of this paragraph, NTS shall not be liable to the University for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the University then subsequently provides payment as required, NTS may require 30 calendar days to reinstate the terms of this agreement.

8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the NTS system makes or notifies the University of what the University considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should NTS or the University be unable to fulfill the requirements of this agreement because of expected lack of funds, then either NTS or the University may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

9. AMENDMENT/SEVERABILITY

9.1 This Agreement contains all terms, provisions, and conditions of the understanding regarding the UPass program between the parties. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of NTS and the University. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

10. NOTICE

10.1 Any notices issued, pursuant to the terms of this Agreement, shall be in writing and delivered in person or by certified mail, return receipt requested, and mailed to the address indicated in the execution of this Agreement, unless either party is notified, in writing, to the contrary.

11. MISCELLANEOUS

11.1 This contract shall be governed under the laws of the State of New Hampshire.

11.2 NTS shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

11.3 Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court – Nashua and not elsewhere.

12. NO DAMAGES FOR DELAY

12.1 No payment, compensation, or adjustment of any kind shall be made to Agency for Damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

13. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING

13.1 Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall not be unreasonably withheld. Consent to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including any incorporated exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

14. INDEMNITY

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Agency of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Agency proof of insurance upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives as of the day and year aforesaid.

CITY OF NASHUA/NTS

BY: _____
Mayor James Donchess

Date

RIVIER UNIVERSITY

BY: Steven Perrotta, VP for Finance and Administration

(Print Name & Title)

Steven Perrotta

(Signature)

4/21/2026

Date