



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

Requested Action

The Community Development Finance Authority (CDFA) requests to place this item on the Consent Calendar.

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to amend a grant agreement with the City of Keene, 3 Washington Street, Keene, New Hampshire 03431 in the amount of \$455,000 by extending the completion date to December 31, 2018 from the original grant completion date of June 30, 2018. This extension, if granted, will allow for the MAPS Counseling Services relocation project, and shall be effective upon Governor and Council approval on June 6, 2018. No additional funding is involved in this time extension request. The original grant was approved by Governor and Council on December 21, 2016, agenda item #38. **100% federal funds.**

Explanation

The City of Keene, on behalf of MAPS Counseling Services (MAPS), is requesting an extension of its CDBG award for the MAPS relocation project situated at 23 Central Square, Keene, New Hampshire. The project has experienced delayed construction bid negotiations that were necessary to bring the project costs and budget into alignment. While these negotiations have been finalized, the six-month extension is necessary for successful completion of the project.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L.

Sincerely,

Katherine Easterly Martey
Executive Director

KEM/ml

Attachments

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 12th day of April, 2018, by and between the State of New Hampshire acting by and through the Community Development Finance Authority (CDFA), (hereinafter referred to as "Grantor") and the City of Keene, (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on December 21, 2016, agenda item #38, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payments by Grantor of certain sums specified therein, and;

WHEREAS, pursuant to paragraph 18 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, CDFA has received a written request from the Contractor to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and CDFA hereby agree to amend the Agreement as follows:

1. Amendment of Agreement

A. To amend Section 1.7 of the General Provisions by extending the completion date from June 30, 2018 to December 31, 2018.

2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions as set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

City of Keene

By:

Elizabeth A. Dragon
Elizabeth A. Dragon, City Manager

GRANTOR:

State of New Hampshire acting through the
Community Development Finance Authority

By:

Katherine Easterly Martey
Katherine Easterly Martey,
Executive Director

NOTARY STATEMENT - FOR GRANTEE CONTRACTOR SIGNATURE ONLY:

On this the 12th day of April, 2018 there appeared before me
Barbara DiNapoli the undersigned officer personally appeared
Elizabeth A. Dragon, who acknowledged herself to be City Manager of the City of Keene and that such
officer, authorized to do so, executed the foregoing instrument for the purposes herein contained, by
signing herself in the name of the municipality.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration
date)

By:

Barbara DiNapoli
Notary Public
My Commission Expires:
BARBARA DINAPOLI, Notary Public
My Commission Expires October 21, 2020

APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND
EXECUTION:

By:

Thomas B. Rodwell, Assistant Attorney General, on 5/15/18

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND COUNCIL:

By:

_____ on _____

Keene: MAPS Counseling
Award No. 16-038-CDPF

CERTIFICATE

Patricia Little, Clerk of the City of Keene, New Hampshire do hereby certify that: (1) at the public hearing held on December 16, 2015, and as voted on and resolved at the City Council meeting held on December 17, 2015, the City Council voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the City Manager to execute any documents necessary to effectuate the contract and any amendments thereto; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Elizabeth A. Dragon, City Manager
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of the City of Keene, New Hampshire
this 13 day of April, 2018.



By: _____
City Clerk



CERTIFICATE OF COVERAGE

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

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

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

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

| | | |
|--|------------------------------|--|
| Participating Member: City of Keene 3 Washington Street Keene, NH 03431-3191 | Member Number: 210 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 |
|--|------------------------------|--|

| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply | |
|--|--------------------------------|---------------------------------|---|--------------|
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2017 | 7/1/2018 | Each Occurrence | \$ 1,000,000 |
| | 7/1/2018 | 7/1/2019 | General Aggregate | \$ 2,000,000 |
| | | | Fire Damage (Any one fire) | |
| | | | Med Exp (Any one person) | |
| <input type="checkbox"/> Automobile Liability Deductible: Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | |
| | | | Aggregate | |
| <input type="checkbox"/> Workers' Compensation & Employers' Liability | | | <input type="checkbox"/> Statutory | |
| | | | Each Accident | |
| | | | Disease - Each Employee | |
| | | | Disease - Policy Limit | |
| <input type="checkbox"/> Property (Special Risk Includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | |

Description: Relative to the Community Development Block Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

| | | | | |
|--|-------------------------------------|--------------------------|-------------------|---|
| CERTIFICATE HOLDER: | <input checked="" type="checkbox"/> | Additional Covered Party | Loss Payee | Primex ³ - NH Public Risk Management Exchange |
| | | | | By: <i>Tammy Deaver</i> |
| | | | | Date: 4/9/2018 tdenver@nhprimex.org |
| CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301 | | | | Please direct inquiries to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax |



CERTIFICATE OF COVERAGE

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

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

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

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

| | | | |
|--|--|--|---|
| Participating Member: City of Keene 3 Washington Street Keene, NH 03431-3191 | Member Number: 210 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 | |
| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not |
| <input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | | | Each Occurrence |
| | | | General Aggregate |
| | | | Fire Damage (Any one fire) |
| | | | Med Exp (Any one person) |
| <input type="checkbox"/> Automobile Liability Deductible: Comp and Coll: <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) Aggregate |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2018 | 1/1/2019 | <input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) |
| Description: Proof of Primex Member coverage only. | | | |

| | | | |
|--|---------------------------------|-------------------|---|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex ³ - NH Public Risk Management Exchange |
| | | | By: <i>Tammy Denver</i> |
| CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301 | | | Date: 4/9/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |



Approval by the Governor
and Council on 12.21.16
Agenda Item # 38

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action – Award a Grant

Authorize the Community Development Finance Authority (CDFFA), under the Community Development Block Grant (CDBG) program, to award a grant to the City of Keene, 3 Washington Street, Keene, NH 03431, in the amount of \$455,000.00 on behalf of MAPS Counseling Services (MAPS), to support leasehold improvements at property situated at 23 Central Square, Keene, New Hampshire, upon Governor and Council approval for the period effective December 21, 2016 through June 30, 2018. **100% federal funds.**

Explanation

The City of Keene is requesting CDBG funds on behalf of MAPS Counseling Services to support leasehold improvements associated with their relocation to the United Church of Christ building situated at 23 Central Square in Keene, New Hampshire. MAPS is the largest provider of out-patient mental health services in Cheshire County and 62% of the persons served are from low- and moderate-income families. The relocation project will provide additional staffing space and will create more space to allow for greater privacy, security and efficiency. Matched funds in the amount of \$115,000 will be provided by MAPS.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFFA is administering this program as provided by RSA 162-L. The funds for this contract are provided by the Community Development Block Grant Fund.

Sincerely,

Taylor Caswell
Executive Director

TC/ml

Attachments

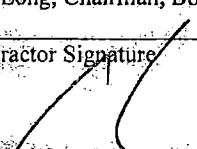
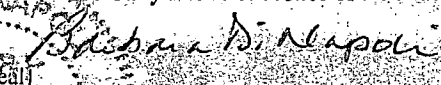
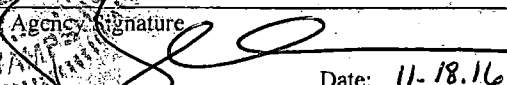
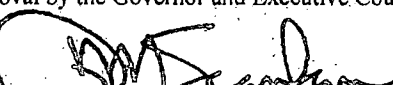
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---------------------------|--|-----------------------------------|
| 1.1 State Agency Name New Hampshire Community Development Finance Authority | | 1.2 State Agency Address 14 Dixon Avenue, Suite 102 Concord, NH 03301 | |
| 1.3 Contractor Name City of Keene | | 1.4 Contractor Address 3 Washington Street Keene, NH 03431 | |
| 1.5 Contractor Phone Number 603-357-9804 | 1.6 Account Number N/A | 1.7 Completion Date June 30, 2018 | 1.8 Price Limitation \$455,000 |
| 1.9 Contracting Officer for State Agency Michael J. Long, Chairman, Board of Directors | | 1.10 State Agency Telephone Number 603-226-2170 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Medard Kopczynski, City Manager | |
| 1.13 Acknowledgement: State of New Hampshire County of Cheshire On <u>11-10-16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  | | | |
| 1.13.2 Name and Title of Notary Public BARBARA DINAPOLI, Notary Public My Commission Expires October 21, 2020 | | | |
| 1.14 State Agency Signature  Date: <u>11-18-16</u> | | 1.15 Name and Title of State Agency Signatory TAYLOR CASWELL, EXECUTIVE DIRECTOR | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Thomas B. Frederick</u> On: <u>Nov. 22, 2016</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By:  DEPUTY SECRETARY OF STATE DEC 21 2016 | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

GRANT ACTIVITIES

1. PROJECT DESCRIPTION AND PURPOSE

1.1. The project shall consist of the awarding of \$455,000 in Community Development Block Grant ("CDBG") funds to the City of Keene (the "Grantee"), \$430,000 of which is to be subgranted to MAPS Counseling Services (the "Subrecipient") to support leasehold improvements associated with their move to the United Church of Christ situated at 23 Central Square in Keene, New Hampshire (the "Project"). The Scope of Work shall be more completely defined in the specifications and plans (the "Plans") to be developed in accordance with this Agreement. The property for which CDBG Grant funds will be used (the "Project Property") is more particularly described in the deed for said property, to be attached to this Grant Agreement as Attachment I.

1.2. Consistent with the National Objectives of the Community Development Block Grant Program under Title I of the Housing and Community Development Act of 1974, as amended, the Parties agree that the purpose of this project is that at least sixty two (62%) of the persons served shall be of low- and moderate-income as that term is defined in Cdfa 302.33 of the State's Administrative Rules.

1.3. Improvements to be undertaken in connection with the Project shall comply with all applicable federal, state, and local design standard regulations and safety and construction codes.

2. GRANT ADMINISTRATION

2.1. Grantee shall, use its own staff (or a hired grant administrator) and resources, to perform all activities necessary to administer the CDBG funds in accordance with the provisions of this Agreement.

2.2. Grantee shall be permitted to use up to \$25,000 of CDBG funds as reimbursement for Administrative Project Costs, as that term is defined by applicable state and federal guidelines and as is provided for in Exhibit B. In no event shall administrative costs reimbursable with grant funds exceed fifteen (15) percent of the total Grant Funds.

2.3. Grantee shall enforce the terms and conditions of the Subrecipient Agreement to be entered into as is provided in this contract.

2.4. Grantee shall send, at a minimum, its grant administrator, or a designated representative or permanent employee involved in the administration of this Grant, to the next CDBG Grant Administration Workshop to be offered by the Community Development Finance Authority.

2.5. Grantee shall submit to the CDFA all required reports as specified in this Agreement and shall monitor and enforce the reporting requirements of the Subrecipient as provided in this Agreement or any Exhibits or attachments hereto.

2.6. Grantee shall provide such training as is necessary to the Subrecipient to secure satisfactory performance of its duties and responsibilities under the Subrecipient Agreement.

2.7. Grantee shall monitor the Subrecipient for compliance with the Subrecipient Agreement and all pertinent requirements referenced herein.

2.8. Grantee shall enter into a Closeout Agreement with the Subrecipient and CDFA, as required by CDFA.

2.9. Within thirty (30) days of executing this Agreement, Grantee shall submit to CDFA for approval an Implementation Schedule for completion of the Project. Grantee shall obtain the prior approval of CDFA for any changes in the Implementation Schedule.

3. STATE AND FEDERAL COMPLIANCE

3.1. Grantee shall comply, and shall require any Subrecipient, contractor and subcontractor to comply, with all federal and state laws, including but not limited to the following, and all applicable standards, rules, orders, ordinances, or regulations issued pursuant thereto:

3.1.1. The Copeland "Anti-Kickback" Act, as amended (118 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).

3.1.2. Nondiscrimination. Title VI of the Civil Rights Act of 1974 (PL 88-352), as amended, (42 USC 2000d) the Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) issued pursuant to that Title.

3.1.3. Labor Standards. Davis-Bacon Act, as amended (40 USC 276a-276a-7), the Contract Work Hours and Safety Standards Act (40 USC 327-333).

3.1.4. The Flood Disaster Protection Act of 1973 (PL 93-234), as amended, and the regulations issued pursuant to that act, and Executive Order 11985.

3.1.5. Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended, and the regulations issued or to be issued thereunder, including uniform accessibility standards (24 CFR 40) for public buildings with 15 or more residential units. RSA 275-C:10 and the New Hampshire Architectural Barrier Free Design Code (H&N 100, et. seq.) is also applicable.

3.1.6. Rehabilitation Act of 1973. 29 USC 794, Sections 503 and 504, Executive Order 11914 and U.S. Department of Labor regulations issued pursuant thereto.

3.1.7. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, 15 CFR Part 916 including amendments thereto and regulations thereunder.

3.1.8. The National Environmental Policy Act of 1969 (PL 90-190); the National Historic Preservation Act of 1966 (80 Stat 915, 116 USC 470); and Executive Order No. 11593 of May 31, 1971, as specified in 24 CFR 58.

3.1.9. The Clean Air Act, as Amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

3.1.10. RSA 354 and rules of the New Hampshire Human Rights Commission (HUM 100, et. seq.) on discrimination in employment, membership, accommodations, and housing.

3.1.11. The Age Discrimination Act of 1975, as amended (42 USC 6101, et. seq.) and implementation of regulations.

- 3.1.12. The lead paint requirements (24 CFR 35) of The Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.).
- 3.1.13. The NH State Energy Code (RSA 155-D).
- 3.1.14. The NH State Life Safety Code (RSA 155:1) and rules of the NH State Fire Marshall.
- 3.1.15. Citizen Participation Requirements. The 1987 amendments to the Housing and Community Development Act of 1974, stated in Section 508.
- 3.1.16. Affirmative Action Requirements. In furtherance of its covenant Grantee shall:
- (a) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, or national origin; such action shall be taken in conjunction with any of the Grantee's acts in the capacity of an employer including, but not limited to: employment of individuals, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;
 - (b) post in conspicuous places available to employees and applicants, employment notices, to be provided by CDFA, setting forth the provisions of this non-discrimination clause; the Grantee will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex or national origin;
 - (c) keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit the same at such times as may be required; the Grantee shall also permit CDFA, or the Secretary of Labor or any of their designated representatives to have access to any of the Grantee's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;
 - (d) during the term of this Agreement, shall not discriminate among participants under this Agreement on the basis of race, color, religion, sex, handicap or national origin. For the purpose of this Agreement, distinctions on the grounds of the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, or national origin of the participants to be served.
- 3.1.17. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended by the Housing and Community Development Act of 1974 (42 USC 5301). The contractor will ensure that to the

greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of service and supplies.

3.1.18. Drug-Free Workplace Act of 1988 (42 USC. 701). In carrying out this Agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1998 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

3.1.19. Federal Funding Accountability and Transparency Act (FFATA).

As applicable to this grant, and for all subcontracts exceeding \$25,000, Grantee shall require that the Subgrantee or Subrecipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170). For additional information on FFATA reporting and the FSRS system, please visit the www.fsrs.gov website, which includes FFATA legislation, FAQs and OMB guidance on subaward and executive compensation reporting.

3.1.20. Women- and Minority-Owned Businesses (W/MBE). If applicable to this grant, Grantee and Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. SUBRECIPIENT AGREEMENT

4.1. Grantee shall enter into a Subrecipient Agreement with the Subrecipient in a form satisfactory to CDFA and meeting the requirements of Attachment II, "Subrecipient Agreement Minimum Terms and Conditions" attached hereto and incorporated herein by reference.

4.2. The Subrecipient Agreement shall provide for the subgranting of \$430,000 in CDBG funds to the Subrecipient consistent with the terms and conditions of this Agreement.

4.3. Grantee shall provide to CDFA for its review and approval the proposed Subrecipient Agreement prior to its execution. Prior to the disbursement of grant funds but not more than thirty (30) days following the Effective Date of this Agreement, Grantee shall provide to CDFA an executed copy of said Subrecipient Agreement.

4.4. Grantee shall cause all applicable provisions of this Exhibit A to be inserted in all Subrecipient agreements, contracts and subcontracts for any work or Project Activities covered by this Agreement so that the provisions will be binding on each Subrecipient, contractor and subcontractor; provided, however, that the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials. Grantee shall take such action with

respect to any Subrecipient agreement, contract or subcontract as the State, or, where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

5. PROJECT MATCHING FUNDS; ADDITIONAL FINANCING

5.1. The Parties agree that the CDBG funds to be awarded pursuant to this Agreement shall be matched with non-CDBG funds in an amount not less than \$115,000 to provide additional financing for Project, consisting of a:

5.1.1. \$115,000 contribution from MAPS Counseling Services

5.2. Grant funds shall not be released or disbursed to Grantee unless and until the additional financing and matching requirements described above have been obtained and documented to CDFA's satisfaction.

6. PERFORMANCE SECURITY

6.1. Under the circumstances of this Grant, CDFA, Grantee, Subrecipient and property owner have agreed that a Conditional Assignment of Lease with the property owner is a more suitable security than a mortgage. Therefore, prior to approval by CDFA of any construction contract for the Property, Grantee shall record with the applicable County Registry of Deeds a Collateral Assignment of Lease (the "CAL") on the Project Property acceptable to CDFA to secure the amount of \$430,000. Grantee shall submit to CDFA satisfactory evidence of such recording.

6.2. The CAL shall provide for the recovery by Grantee, on behalf of CDFA, of the total CDBG funds expended on this Project in the event that the low- and moderate-income benefit as defined herein is not maintained for the required twenty (20) year period commencing upon the completion of the Project. The amount of CDBG funds subject to recovery in accordance with this paragraph shall decrease over the twenty (20) year period at a rate negotiated between Grantee and Subrecipient and approved by CDFA.

6.3. Any CDBG funds returned to Grantee pursuant to enforcement of any Security shall be returned to CDFA.

7. COVENANT OF LONG TERM BENEFIT FOR LOW- AND MODERATE-INCOME PERSONS

7.1. Grantee and CDFA agree that a minimum of sixty-two percent (62%) of the persons served benefiting from this Project are those as defined herein.

7.2. Grantee shall require the Subrecipient to certify and warrant that, from the Project Completion Date to the end of the twenty (20) year benefit period, the beneficiaries of the project shall primarily be low- and moderate-income persons, as defined herein:

7.3. Grantee shall require Subrecipient to maintain adequate administrative mechanisms in place to assure compliance with the requirements of this Section. Grantee shall enforce the provision of this Section, which shall survive the termination or expiration of this Agreement.

8. CONSTRUCTION CONTRACTING, INSPECTION, AND CERTIFICATION

8.1. Prior to execution of the construction contract or contracts, Grantee shall submit the proposed contract(s) for the Improvements to CDFA for its review and approval to determine compliance with all applicable federal and state requirements. CDFA approval shall not abrogate its rights to enforce any part of this Agreement or constitute a waiver of any provision of this Agreement.

- 8.2. Grantee or Subrecipient shall require all contractors and subcontractors to comply with all applicable requirements of federal, state, and local laws and regulations.
- 8.3. Grantee or Subrecipient shall furnish and maintain competent technical supervision of the Project site throughout the construction of the Improvements to assure that the work conforms to the Plans, specifications, and schedules approved by CDFA for the Project.
- 8.4. Grantee shall provide CDFA reasonable notice of all preconstruction conferences to be scheduled in connection with the Grant Activities and afford CDFA the option of participating in such conferences.
- 8.5. Bid Guarantees: Units of local government shall follow their own normal requirements relating to bid guarantees or bonds or performance bonds.
- 8.6. Bonds Required: Grantee covenants that each of its officials or employees having custody of the Grant funds during acquisition, construction, development, and operation of Grant Activities shall be bonded at all times in accordance with RSA 41:6 and rules adopted thereunder by the Department of Revenue Administration.
- 8.7. Subcontracts, Bonds Required: When Grantee or any Subrecipient awards a contract or subcontract exceeding the Simplified Acquisition Threshold (Currently \$150,000) for the construction, alteration or repair of any public building or other public improvement or public work, including highways, the Grantee shall, or where applicable Subrecipient shall, as a minimum, require each contractor and subcontractor to carry payment and performance bonds for 100% of the value of the contract.
- 8.8. Upon completion in full of the Improvements, Grantee shall promptly deliver to CDFA: (a) a written certificate of Grantee or Subrecipient's inspector, who shall be a licensed professional engineer, that the construction of the Project has been fully completed in a good and workmanlike manner and in accordance with the Plans, and (b) a copy of the permanent certificate of occupancy or other such applicable certificates, licenses, consents and approvals issued by governmental authorities with respect to the Project.
- 8.9. All work under this Project shall be completed prior to Completion Date, as specified in Section 1.7 of the General Provisions.

9. PUBLIC FACILITY AND HOUSING REHABILITATION STANDARDS

- 9.1. The following standards shall apply to all public facilities and housing rehabilitated with Grant funds, as applicable to project type:
- 9.1.1. HUD Section 8 Existing Housing Quality Standards as listed in 24 CFR 982.401, paragraphs (a) through (n), or municipal housing and/or building, electrical and plumbing codes where such codes exceed the HUD standards;
- 9.1.2. Where applicable, the state building code as defined in RSA 155-A; and
- 9.1.3. Where applicable, the state's architectural barrier-free design code.

10. GRANTEE FINANCIAL MANAGEMENT SYSTEM

- 10.1. Except where inconsistent with federal requirements, state procedures and practices will apply to funds disbursed by CDFA, and local procedures and practices will apply to funds disbursed by units of local government.

10.2. **Cash Advances:** Cash advances to Grantee shall be approved only to the extent necessary to satisfy the actual, immediate cash requirements of Grantee in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by Grantee for direct program costs and the proportionate share of any allowable indirect costs. Cash advances made by Grantee to Subrecipients shall conform to the same standards of timing and amount as apply to advances to Grantee including the furnishing of reports of cash disbursements and balances.

10.3. **Fiscal Control:** Grantee must establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed by Subrecipients and contractors as well as to funds disbursed in direct operations of Grantee. Grantee shall be required to maintain a financial management system which complies with 24 CFR 85.20 or such equivalent system as CDFA may require. Requests for payment shall be made according to CDFA's CDBG Implementation Guide.

11. PROCUREMENT

11.1. Grantee and any Subrecipient procurement procedures shall be in accordance with state and local procurement practices and regulations, provided that procurements made with Grant Funds adhere, at a minimum, to the standards set forth in 2 CFR Part 200.318-326. Grantee shall not use debarred, suspended or ineligible contractors or Subrecipient's as provided in 24 CFR 570.489 (I).

12. REPORTS AND CLOSE OUT

12.1. Semi-Annual progress reports which identify the status of Grant Activities performed, the outlook for completion of the remaining Grant Activities prior to the Completion Date and the changes, if any which need to be made in the Project or Grant Activities, shall be submitted by the 15th of the month in January and July via CDFA's Grants Management System (GMS).

12.2. Financial reports, including a statement detailing all Grant or Project Costs (as hereinafter defined) which have been incurred since the prior request for reimbursement, shall be submitted with each request for reimbursement and with the Closeout Report. Financial Reports shall be submitted via CDFA's Grants Management System (GMS).

12.3. Within thirty (30) days after the Completion Date, a Closeout Report shall be submitted which summarizes the results of the Grant Activities, showing in particular how the Grant Activities have been performed. The Closeout Report shall be in the form required or specified by CDFA.

12.4. The Audited Financial Reports shall be prepared in accordance with the regulations (24 CFR Part 44) which implement OMB 2 CFR Part 200. The audited financial report shall be submitted within thirty (30) days of the completion of said report to CDFA.

12.5. Where the Grantee is not subject to the requirements of OMB 2 CFR Part 200, one of the following options will be chosen by CDFA:

12.5.1. Within ninety (90) days after the Completion or Termination Date, an audited financial report shall be submitted to CDFA. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States.

12.5.2. CDFA will conduct a financial Review-in-Lieu of Audit within ninety (90) days after the Completion Date of the Project.

12.6. Where the length of the grant period exceeds twenty-four (24) months, there shall be an interim audit performed and submitted.

13. RECORDS AND ACCOUNTS: ACCESS

13.1. During the performance of the Project Activities and for a period of three (3) years after the Completion Date or the date of the final audit approval by CDFA, whichever is later, the Grantee shall keep, and shall require any Subrecipient to keep, the following records and accounts:

13.1.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.

13.1.2. Fiscal Records: Books, records, documents and other statistical data evidencing, and permitting a determination to be made by CDFA of all Project Costs and other expenses incurred by the Grantee and all income received or collected by the Grantee, during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to CDFA, and which sufficiently and properly reflect all such costs and expenses, and shall include, without limitation, all ledgers, books, audits, records and original evidence of costs such as purchase requisitions and orders, invoices, vouchers, bills, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls and other records requested or required by CDFA.

13.1.3. Contractor and Subcontractor Records: The Grantee shall, and where applicable, Subrecipient shall, establish, maintain and preserve, and require each of its contractors and subcontractors to establish, maintain and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the CDFA may require. Such records shall be retained for a period of three (3) years following completion of the project and receipt of final payment by the Grantee, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.

14. TERMINATION; REMEDIES

14.1. Inability to Perform; Termination by Grantee. As a result of causes beyond its control, and notwithstanding the exercise of good faith and diligence in the performance of its obligations hereunder, if it shall become necessary for Grantee to terminate this Agreement, Grantee shall give CDFA fifteen (15) days advance written notice of such termination, in which event the Agreement shall terminate at the expiration of said fifteen (15) days.

14.2. Termination Without Default. In the event of termination without default and upon receipt, acceptance and approval by CDFA of the Termination Report, as referenced in the General Provisions, Grantee shall receive payment for all Project Costs incurred in the performance of Grant Activities completed up to and including the date of termination and for which payment had not previously been made including, but not limited to, all reasonable expenses incurred in the preparation of the Termination Report; provided, however, that in the event that any payments have been made hereunder in excess of Project Costs incurred up to and including the date of termination of the Agreement, CDFA shall offset any payments to be made hereunder against such payments, and if applicable, Grantee shall refund to CDFA the amount of any excess funds it retains after such offset.

14.3. Termination for Default. In the event of termination for default or other violation of Program requirements, CDFA shall, upon receipt, acceptance and approval of the Termination Report submitted by Grantee, pay Grantee for Project Costs incurred up to and including the date of termination (subject to off-set against funds paid to Grantee hereunder and to the refund of any excess funds); provided, however, that in such event the

amount of such payment shall be determined solely by CDFA; and provided, further, that in no event shall the making of any such payments relieve Grantee of any liability for damages sustained or incurred by CDFA as a result of Grantee's breach of its obligations hereunder, or relieve Grantee of responsibility to seek return of Grant Funds from any Subrecipient or Beneficiary where applicable.

14.4. **Limitation on Grantee Liability for Subgranted Funds.** Notwithstanding anything in this Agreement to the contrary and absent the presence of fraud or negligence on the part of Grantee in enforcing its rights and obligations under the terms of any subrecipient agreement, the sole obligation of Grantee with respect to the return of Grant Funds, in the event of default on a grant condition or other termination of the Project or event requiring return of Grant Funds, shall be to make a good faith effort to return to the State of New Hampshire all grant funds paid to Subrecipient through Grantee. Grantee shall make good faith efforts to enforce the legal obligations entered into with the Subrecipient as provided herein, to call upon the collateral held by itself or others, and exercise due diligence in its efforts in bringing about the satisfaction of the grant obligations and, having done so, it shall not be required to look to any other funds or its tax base to recoup grant funds not recovered from the Subrecipient.

14.5. **Assignment to CDFA and Payment of Expenses and Costs.** Grantee hereby agrees that, in the event it fails to enforce the provisions of any subrecipient agreement or fails to cure an Event of Default resulting in termination of this Agreement or the Project, Grantee shall, upon demand by CDFA, assign and convey to CDFA all or any of its rights, title and interest, or delegate to CDFA all or any of its obligations under the Subrecipient Agreement and any CAL, Mortgage, Promissory Note, Security Agreement or other agreement as applicable. Such delegation or assignment shall be effective only in the event of a default by Subrecipient or Beneficiary in its or their obligations under the Subrecipient Agreement or other agreement. In the event that CDFA assumes any of the obligations of Grantee as provided herein, Grantee shall pay all costs and expenses incurred by CDFA in the enforcement of the Subrecipient Agreement, collection upon any loan, CAL, mortgage or other security lien, or in curing any Event of Default.

14.6. Where the Grant Agreement or Subrecipient Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform, or reason other than project completion and Grant Funds are required to be returned by Grantee, the disposition of Grant Funds to be returned shall be determined solely by CDFA.

15. ADDITIONAL GRANT REQUIREMENTS

15.1. Grantee shall prepare and adopt a written Code of Ethics governing the performance of its employees engaged in the procurement of supplies, equipment, construction and services consistent with the requirements of 24 CFR 85.36(b)(3). The Code of Ethics shall be prepared in the form shown in the CDBG Implementation Guide, and shall be formally adopted prior to requesting Grant funds. The Grantee shall also comply with the conflict of interest policy consistent with the requirements of 24 CFR 570.489(h) and approved by CDFA.

15.2. Grantee shall prepare and adopt a financial management plan, that complies with 24 C.F.R. 85.20 and is approved by CDFA, which describes Grantee's system for receiving and expending the grant funds including the internal controls, which shall ensure compliance as outlined within this Grant Agreement. The plan shall be formally adopted prior to requesting Grant funds.

15.3. Grantee shall submit to CDFA all required documentation of low- and moderate-income benefit in accordance with the reporting requirements of the Subrecipient Agreement. The information shall be provided on the Periodic Progress Report, as found in the Community Development Block Grant Program (CDBG) Implementation Guide.

15.4. CDFA shall have the right to terminate all or any part of its obligations under this Agreement in the event

that any official, employee, architect, engineer, attorney, or inspector of, or for the Grantee, or any governmental official or representative becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction of the Project, or in the furnishing of any service to or in connection with the Project, or any benefit arising therefrom.

15.5. Excessive Force by Law Enforcement Agencies. Grantee certifies that it has adopted and enforces a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144.

15.6. Lobbying. Grantee certifies that:

15.6.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

15.6.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

15.6.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient's shall certify and disclose accordingly.

15.7. Certification of Nonsegregated Facilities as required by the May 9, 1967, Order (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction contract or subcontract exceeding \$10,000, Grantee shall require the prospective prime contractor and each prime contractor shall require each subcontractor to submit the following certification:

15.7.1. By the submission of this bid, the bidder, offer or, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained.

15.7.2. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offer or, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of

subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause: that he/she will retain such certifications in his/her files: and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

**NOTE: The penalty for making false statements in offers is prescribed in 18 USC
1001.**

16. PUBLICITY AND SIGNAGE

16.1. **Public Relations.** The Grantee shall grant CDFA the right to use the Grantee's name, likeness, and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.

16.2. **Reciprocal Publicity.** The Grantee also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.

16.3. **Project Signage.** For construction/renovation projects - CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller than 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative - If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition may be used with permission from CDFA.

EXHIBIT B

PROJECT COSTS; METHOD AND TERMS OF PAYMENT

1. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY CDFA

1.1 **Project Costs:** As used in this Agreement, the term "Project Costs" shall mean all reimbursable costs incurred in performance of the Grant activities. "Administrative Project Costs" shall mean all expenses directly or indirectly incurred by Grantee in the performance of the Project Activities, as determined by CDFA to be eligible and allowable for payment in accordance with allowable administrative project cost standards set forth in 2 CFR Part 200 as revised from time to time, and with the rules, regulations, and guidelines established by CDFA. Administrative project costs include but are not limited to: preparation of environmental review, record keeping, reporting, audits, and oversight of Project construction and compliance with all federal, state, and local laws, rules, and regulations and this contract. In no event shall Administrative Project Costs exceed fifteen (15) percent of the total Grant funds allowed. With respect to a nonprofit subrecipient, such subrecipient shall meet the requirements of 2 CFR Part 200.

1.2 **Delivery Costs:** If applicable to this Agreement, the term "Delivery Costs" shall mean all reimbursable costs incurred by a Subrecipient as set forth in Attachment I, "Sources and Uses" in connection with a regional revolving loan fund that are directly related to the preparation and execution of loan documents and to the monitoring and administration of the loan provisions, and which are allowable by the New Hampshire Community Development Block Grant program rules.

1.3 **Payment of Project Costs:** Subject to the terms and conditions of this agreement, CDFA agrees to pay Grantee all Project Costs, provided, however, that in no event shall the total of all payments made by CDFA pursuant to this Agreement exceed the Grant Amount as set out in Paragraph 1.8 of the General Provisions, and provided further that all Project Costs shall have been incurred prior to the Completion Date, except for reasonable approved Project Costs incurred within 90 days after the Completion Date and in connection with closeout requirements as provided in State Administrative Rule Cdfa 311.01(c)(4).

1.4 **Review by CDFA; Disallowance of Costs:** At any time during the performance of the Project Activities, and upon receipt of the Progress Reports, Closeout Report, or Audited Financial Report, CDFA may review all Project Costs incurred by Grantee or any Subrecipient and all payments made to date. Upon such review, CDFA shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform Grantee of any such disallowance. If CDFA disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, CDFA may deduct the amount of disallowed costs from any future payments under this Agreement or require that Grantee refund to CDFA the amount of the disallowed costs.

2. METHOD AND TERMS OF REIMBURSEMENT FOR PROJECT COSTS

2.1 **When Project Funds May Be Released.** CDFA shall not disburse any funds for the purposes of this Project until such time as all agreements specified in Exhibit A and any other agreements or documents specified pursuant to this Agreement are fully executed and received, and where applicable are reviewed and approved in writing by CDFA. Agreements and documents may include:

2.1.1 A Subrecipient Agreement, as applicable;

2.1.2 Documentation of other committed match funds or additional financing necessary no earlier than date of Governor and Council approval;

2.1.3 A copy of any required deed, survey, map, or other document pertaining to the Project Property or Premises;

- 2.1.4 Copies of required certificates of insurance from all parties to this agreement;
- 2.1.5 Engineering, construction, consultant, or other contracts;
- 2.1.6 Certification/verification of employment documentation or household income documentation;
- 2.1.7 Any lease and loan documents, mortgages, liens, security instruments, municipal bonds, and similar agreements used in connection with the enforcement of beneficiary requirements, as well as any other related documents as requested by CDFA.

2.2 **Timing of Payments.** Upon thirty (30) days of the receipt, review, and approval by CDFA of financial reports and requests for reimbursement from Grantee specifying all Project Costs incurred, CDFA agrees to reimburse Grantee for Project Costs, except that reimbursement may be withheld until CDFA determines that a particular project activity or portion of the project activity hereunder has been satisfactorily completed.

2.3 Disbursement of funds by CDFA does not constitute acceptance of any item as an eligible Project Cost until all Project Costs have been audited and determined to be allowable costs.

3. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS

3.1 Reimbursement requests for all Project Costs, including Administrative Project Costs, Delivery Costs, and Subrecipient costs, shall be accompanied by proper supporting documentation in the amount of each requested disbursement along with a payment request form as supplied by CDFA, which shall be completed and signed by Grantee. Documentation may include invoices for supplies, equipment, services, contractual services, and, where applicable, a report of salaries paid or to be paid.

4. LIMITATIONS ON USE OF FUNDS

4.1 Grant funds are to be used in a manner consistent with the State of New Hampshire Community Development Block Grant Program as approved by the U.S. Department of Housing and Urban Development.

4.2 Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR 85.

4.3 Grant funds may not, without advance written approval by CDFA, be obligated prior to the Effective Date or subsequent to the Completion Date of the grant period. Obligations outstanding as of the Completion Date shall be liquidated within ninety (90) days. Such obligations must be related to goods or services provided during the grant period, except that reasonable costs associated solely with grant closeout, (e.g., audits, final reports) may be incurred within ninety (90) days after the Completion Date. The funding assistance authorized hereunder shall not be obligated or utilized for any activities requiring a release of funds under the Environmental Review Procedure for the Community Development Block Grant Program at 24 CFR Part 58, until such release is issued in writing by CDFA.

4.4 **Changes In Funding Project Activities:** Grantee may submit a written request for the authority to transfer up to ten (10) percent of the full value of the grant from one approved activity to another listed in Exhibit A herein or from an approved activity within the approved project area to an approved activity located outside the project area and the Director of CDFA may approve the requested transfer.

4.5 Transfers over ten percent of the full value of the grant from one approved activity to other approved activities or outside the target area, or the addition of one or more new activities requires an amendment to this grant agreement. Grantee shall hold a public hearing in accordance with RSA 4: C: 14 II(b) submitting a request for an amendment involving twenty-five (25) percent or more of the full value of the grant.

4.6 Up to \$430,000 of Grant Funds may be applied by Grantee for costs related to the leasehold improvements Project Activity.

4.7 Up to \$25,000 of Grant Funds may be applied by Grantee for costs related to the Administration of the grant.

5. PERFORMANCE OF SERVICES BY GRANTEE PRIOR TO EFFECTIVE DATE; PAYMENT BY CDFA. Any Grant Activities performed by Grantee with non-CDBG funds prior to the Effective Date shall be performed at the sole risk of Grantee, and in the event that this Agreement shall not become effective, CDFA shall be under no obligation to pay Grantee for any costs incurred in connection with any Grant Activities, or to otherwise pay for any Activities performed during such period.

6. PROGRAM INCOME

6.1 Program Income: All program income earned during the term of this Agreement shall be retained by Grantee or, in projects involving the administration of a revolving loan fund by the Subrecipient.

6.2 When Used For Project Activities: When program income becomes available, Grantee and, where applicable, Subrecipient shall use it for Grant Activities contained in the Project Description before drawing down additional funds unless the program income is deposited in a revolving loan account with prior approval by CDFA.

6.3 When Used For Eligible Activities: After completion of the Grant Activities specified in this Agreement, Grantee and, where applicable, Subrecipient shall use program income only for eligible activities which benefit primarily people from low- and moderate-income families, with prior approval by CDFA as specified in the Closeout Agreement between CDFA and Grantee and, where applicable, Subrecipient.

ATTACHMENT I

STATE OF NEW HAMPSHIRE
CHESHIRE, SS

1963

Before me, the undersigned officer, personally appeared JOHN W. LITTLE, PHILIP D. MORAN, JOHN F. MADDEN & ARTHUR L. MURRAY who acknowledged themselves to be the Trustees of Court Street Congregational Church of Keene New Hampshire, a voluntary corporation, and that they as such Trustees being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as Trustees.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

NOTARY PUBLIC

I, HAROLD B. NIMS, Clerk of Court Street Congregational Church of Keene New Hampshire, hereby certify that at a meeting of the Corporation duly called and held on June 26, 1963, it was

"VOTED: That Court Street Congregational Church of Keene New Hampshire convey all of its real estate, now owned or which shall accrue to it in the future by devise, gift or in any other manner, to the New Hampshire Congregational-Christian Conference, conditioned that the said Conference shall convey the same to the United Church of Christ in Keene, a corporation, subject to the condition that the United Church of Christ in Keene shall assume and discharge all the liabilities of this Church; and that the Trustees be authorized in the name and on behalf of this Church to execute and deliver all deeds, and other instruments necessary to accomplish the above purposes."

Harold B. Nims CLERK

NOV 23, 1964 11-15 A.M.

CHESHIRE, SS: Received and recorded

Examined by:

D. Reed

Register.

Know all Men by these Presents

That It, New Hampshire Congregational-Christian Conference, a New Hampshire corporation duly organized and having its principal place of business in

xx Concord in the County of Merrimack and State of New Hampshire, for and in consideration of the sum of one or more Dollars, to It, paid by United Church of Christ of Keene, New Hampshire

the receipt whereof It ^{does} hereby acknowledge, have remised, released and forever quitclaimed and do by these presents remise, release and forever QUITCLAIM unto the said Grantee and Its heirs and assigns forever, all Its right, title and interest in

1. A certain tract or parcel of land situated north of Central Square in the City of Keene and being the land upon which the First Congregational Church and Parish House now stand, bounded and described as follows:

Beginning at a stone bound at the northeasterly corner of the tract hereby conveyed, the same being the southwesterly corner of the land of the City of Keene and the southeasterly corner of land of the Baptist Society; thence southeasterly in the direction of the line between the Baptist Society land and land of the City of Keene projected along the westerly line of land of the Public Service Company of New Hampshire about seventy-nine (79) feet to the southwesterly corner of land now or formerly of said Public Service Company of New Hampshire; thence easterly thirty-six and two tenths (36.2) feet on said Public Service Company of New Hampshire's south line to a corner; thence southerly twenty-one and ninety-

Five hundredths (21.95) feet to the northeasterly corner of the Church Lot, so-called; thence on the same course southerly along the westerly line of land of the Keene National Bank about ninety-one and forty-nine hundredths (91.49) feet to the southerly corner of the tract hereby conveyed, the same being the southwesterly corner of land of the Keene National Bank, in the northerly line of Central Square; thence westerly on the northerly line of Central Square about sixty (60) feet to a corner, the same being the southeasterly corner of the land now or formerly owned by the George W. Ball Estate; thence northerly on the easterly line of said Ball Estate line about sixty-six and four tenths (66.4) feet to an iron rod, the same being the northeasterly corner of the Ball Estate land; thence westerly on the north line of said Ball Estate land to a corner where a line drawn parallel to the rear wall of the Museum Block, so-called, and six (6) feet easterly from said rear wall, intersects the northerly line of the said Ball Estate land, the same being the southeasterly corner of land now or formerly owned by Frank Huntress; thence northwesterly along the easterly line of said Huntress land, said line being parallel with the rear wall of the Museum Block, so-called, and six (6) feet easterly therefrom, to a corner in the south line of land of the Baptist Society; thence easterly on the south line of the land of the Baptist Society to the point of beginning.

Also conveying the right and privilege of passing and repassing at all times at pleasure on and over the strip of land six (6) feet in width lying northeasterly of the westerly line of the land now or formerly of George W. Ball Estate, said right of way running the whole length of said westerly line from Court Street northerly.

Also the right and privilege of passing and repassing at all times at pleasure on and over a strip of land four (4) feet in width lying next northerly of the north line of the brick Block on the land of said George W. Ball Estate; also the right to drip from the church eaves upon the land now or formerly owned by the George W. Ball Estate to the same extending to which it was exercised by the Congregational Society on April 27, 1878.

For a further description of the rights of way described in this paragraph see deed of George W. Ball to the First Congregational Society dated April 27, 1878, and recorded in Vol. 261, page 64 of the Cheshire Registry.

Also conveying the right to pass and repass at all times at pleasure with vehicles or otherwise in common with Frank Huntress, his successors and assigns, and in common with the heirs, devisees, or assigns of the late George W. Ball, on and over a certain right of way leading from Court Street westerly to land of the grantor above described and bounded and described as follows:

Beginning at an iron rod in the easterly line of Court Street, the same being the northwesterly corner of land now or formerly of George W. Ball Estate; thence northerly on the easterly line of Court Street ten (10) feet to an iron rod; thence northeasterly fifty-nine and fifteen hundredths (59.15) feet to an iron pin, said iron pin being twenty and fifty-five hundredths (20.55) feet northerly of the north line of land now or formerly of George W. Ball Estate; thence over a strip of land twenty and fifty-five hundredths (20.55) feet in width to the westerly line of land of the grantor above conveyed, the same being a right of way reserved in a deed from the First Congregational Society to Frank Huntress dated November 13, 1923, and recorded in Vol. 412, page 9 of the Cheshire Registry to which reference is made for a more complete description.

Also conveying a right of way to be used in common with the Public Service Company of New Hampshire, its successors and assigns, the Keene National Bank, its successors and assigns, and the City of Keene, its successors and assigns, on and over a strip of land eleven (11) feet in width lying next westerly of the easterly line of land of the Baptist Society and running from the property hereinabove described northerly to Vernon Street, being the right of way described in a certain deed from the Baptist Society recorded in Vol. 279, page 356 of the Cheshire Registry, and being the right of way conveyed in a certain deed from the Baptist Society to the First Congregational Society dated August 12, 1927, and recorded in Vol. 434, page 155 of the Cheshire Registry, to which reference is made for a more complete description.

Also conveying all rights which the grantor has in and to a certain strip of land about seven (7) feet in width lying between the easterly line of the land upon which the Church building is erected and the land on which the building of the Keene National Bank is erected, and running from the north line of Central Square along the entire easterly line of the land upon which the Church building is erected.

Reserving, however, to the heirs and assigns of the late George W. Ball certain rights in a four (4) foot strip next northerly of the north line of the Block on said Ball Estate property and in the right of way hereinabove described lying next northerly of said four (4) foot strip as set forth in a deed from Barrett Ripley and Elisha F. Lane to George W. Ball dated April 27, 1878, and recorded in Vol. 259, page 462 of the Cheshire Registry.

Also reserving to the heirs or assigns of the late George W. Ball such rights as the said Ball has in a strip of land lying between the Ball Block so-called and the Church edifice as reserved in a deed from George W. Ball to the First Congregational Society dated April 27, 1878, and recorded in Vol. 261, page 64 of the Society to which reference is made for a more complete description.

Also reserving to the heirs or assigns of the late George W. Ball the right to pass and repass, at all times at pleasure with teams or otherwise, on and over the following described premises, to wit: A strip of land twenty and fifty-five hundredths (20.55) feet in width lying adjacent to and immediately northerly of the north line of the land of the George W. Ball Estate and running from the westerly line of the lot upon which the Church building is erected to the easterly line of the land now or formerly of Frank Huntress, said right of way being set forth in a deed from Barrett Ripley and Elisha F. Lane to George W. Ball, dated April 27, 1878, and recorded in Vol. 259, page 462, of the Cheshire Registry, to which reference is made for a more complete description.

Also reserving to Frank Huntress, his successors and assigns, the right to pass and repass in common with the grantor, its successors and assigns, on and over a strip of land ten (10) feet in width along the entire westerly line of the premises above described upon which the Parish House is located as set forth in a certain deed from the First Congregational Society to Frank Huntress dated November 13, 1923, and recorded in Vol. 412, page 9 of the Cheshire Registry, to which reference is made for a more complete description.

Also reserving to the Keene National Bank, its successors and assigns, and to the Public Service Company of New Hampshire, its successors and assigns, the right to pass and repass over a certain right of way eleven (11) feet in width and lying next westerly of the west line of the land of the Public Service Company of New Hampshire as described in certain deeds from the First Congregational Society to the Keene National Bank, dated September 26, 1927, and recorded in Vol. 434, page 129 of the Cheshire Registry, and from the First Congregational Society to the Public Service Company of New Hampshire, dated September 26, 1927, and recorded in Vol. 434, page 132 of the Cheshire Registry to which reference is made for a more complete description.

Also reserving to the heirs and assigns of Azel Wilder such rights of reversion as they may have, if any, to the land upon which the Church building stands, as set forth in a certain deed from Abijah Wilder, Jr. and Azel Wilder to the First Congregational Society dated March 8, 1830 and recorded in Vol. 112, page 226 of the Cheshire Registry, to which reference is made for a more complete description of said right.

The above described premises are subject to a mortgage to the Cheshire County Savings Bank, a banking corporation duly organized and having a principal place of business in Keene, County of Cheshire and State of New Hampshire, as shown in a mortgage deed, the original amount of which was the sum of \$80,000.00, dated December 1, 1959 and recorded in Vol. 665, page 187 of the Cheshire County Registry of Deeds, which the grantee agrees to assume and pay.

Being the first tract or parcel of land conveyed to First Congregational Church of Keene, New Hampshire, by First Congregational Society of Keene, New Hampshire, by Quitclaim Deed dated May 25, 1932 and recorded in Vol. 453, page 32 of the Cheshire County Registry of Deeds.

A certain tract of land with the buildings thereon situated in Keene, County of Cheshire and State of New Hampshire, and bounded and described as follows:

Beginning at a point on the southerly side of High Street, the same being a corner of land now or formerly of Sarah E. Cook; thence easterly along the southerly line of said High Street, fifty-five (55') feet to a point, the same being a corner of land now or formerly of Priscilla B. Jones and known as Mystic Place; thence southerly along said Jones land seventy-six (76') feet to a corner of land now or formerly of Herbert D. Fogg; thence westerly along said Fogg land fifty-five (55') feet to land now or formerly of Sarah E. Cook; thence northerly to the place of beginning.

Being all of the premises conveyed to First Congregational Church of Keene, New Hampshire, by Dennis F. Brennan and Frances B. Brennan by warranty deed dated May 5, 1955 and recorded in Vol. 608, page 460.

A certain tract of land situated in Keene, County of Cheshire and State of New Hampshire, bounded and described as follows:

Beginning at the northeast corner thereof on the west side of Mystic Place; thence westerly fifty-five (55') feet along land formerly of Dennis F. Brennan, et al, but now of the First Congregational Church of Keene, New Hampshire, Inc.; thence southerly sixty-one and fifty-five hundredths (61.55) feet, more or less, along other land of Hazel E. Fogg to an iron pin; thence easterly fifty-five (55') feet to an iron pin in the westerly line of Mystic Place; thence northerly along the west line of Mystic Place sixty-one and fifty-five hundredths (61.55) feet, more or less, to the place of beginning.

Being all the premises conveyed to First Congregational Church of Keene, New Hampshire, by warranty deed of Hazel E. Fogg (widow) by deed dated May 19, 1955 and recorded in Vol. 608, page 493 of the Cheshire County Registry of Deeds.

The above two tracts or parcels of land are subject to a mortgage to Keene Savings Bank, a banking corporation duly organized and having a principal place of business in Keene, County of Cheshire and State of New Hampshire, as shown by a mortgage deed dated July 9, 1957, the original amount being in the sum of \$12,000.00 as recorded in Vol. 662, page 57 of the Cheshire County Registry of Deeds which the grantee agrees to assume and pay.

A certain tract of land in Nelson, in the County of Cheshire and State of New Hampshire, bounded as follows:

Beginning at the northwest corner of the lot at a corner of walls in the line of land now or formerly of Samuel O. Brown; thence east on said Brown land to a corner of walls; thence southerly on land formerly of Frank E. Foster to a corner of walls in the line of land now or formerly of C. B. Elder; thence westerly on said Elder's land to a corner of walls

on the easterly side of an old road; thence northerly on said road, it being a discontinued road and now owned by Wallace L. Mason, to the place of beginning. Containing four (4) acres, more or less, and bounded on all sides by a stone wall.

Being the first tract described in deed of Frank E. Foster to Nelson F. Coffin dated September 15, 1921, recorded in Vol. 399, page 303 of the Cheshire County Registry of Deeds.

Excepting and reserving from the above premises conveyed by deed of Miriam R. Coffin to Rose L.S. Wilder dated August 1, 1950, which deed reads as follows:

"The right to enter upon property owned by the grantor situated on the south shore of Granite Lake and on the northerly side of the Keene and Concord Highway in Nelson in said County, for the purpose of laying a pipe for the taking of water from Granite Lake for the use of the premises of the grantee situated on the southerly side of said Keene and Concord Highway opposite the land owned by the grantor, including the right to enter upon the following described part of the grantor's land for the

purpose of laying, relaying or repairing said pipes when necessary, causing no unnecessary damage. The part of the grantor's land over which said grantee shall have the right to lay and maintain said pipe line shall be a strip of land three (3) feet in width which shall extend from the north end of the present culvert under the Keene and Concord Highway in an easterly direction, and three (3) feet in width, bounding on the Highway to the southeast corner of the grantor's land, and shall then extend northerly and three (3) feet in width bounding on the easterly line of the grantor's land to the shore of Granite Lake. The grantor reserves to herself, her heirs and assigns, the right to make all other use of said three (3) foot strip not inconsistent with the rights herein conveyed to the grantee, including the right to maintain said pipes in said strip as shall not interfere with or cause damage to the pipe line of said grantee."

Being the third tract or parcel of land conveyed to First Congregational Church of Keene, New Hampshire, by Miriam R. Coffin Remmers by warranty deed dated November 29, 1955 and recorded in Vol. 620, page 326 of the Cheshire County Registry of Deeds.

Including also in this conveyance all real estate which shall accrue to First Congregational Church of Keene, New Hampshire in the future by devise, gift or in any other manner or form.

Subject to the condition that the Grantee shall assume and discharge all the liabilities of the Grantor.

1. A certain tract of land with the Church edifice thereon, situated on the corner of Court and Vernon Streets in said Keene and bounded as follows: On the north by land of John H. Kimball; on the east by land of Mrs. Kate C. Armstrong; on the south by Vernon Street and on the west by said Court Street; together with all rights The Court Street Congregational Church of Keene New Hampshire may have to enter upon the lot next east of the granted premises to make repairs upon said Church building and take proper care of the same.

Subject to a lease agreement made with Public Service Company of New Hampshire recorded in Vol. 574, page 586.

Being the same premises conveyed to The Court Street Congregational Church, a religious corporation by deed of Second Orthodox Congregational Church Association, dated January 30, 1905, recorded in Vol. 337, page 230.

2. A certain tract of land with the buildings thereon situated on the northeast corner of Cross and Carroll Streets in said Keene and bounded as follows: Beginning at the southwest corner of said tract at the intersection of said Streets; thence easterly on the north line of Cross Street seventy four and five tenths (74.5) feet to a stone set in the ground; thence northerly at right angles with the north line of said Street, bounding on land of Mrs. Oscar P. Applin, one hundred twenty three and forty-five hundredths (123.45) feet to a stake in the line of land now or late of M. E. Winslow owned in common with Ambrus Hodgkins; thence westerly on said Winslow land sixty six and eight tenths (66.8) feet to a stake in the east line of said Carroll Street; thence southerly on said Carroll Street one hundred twenty five (125) feet to the place of beginning, containing 32.2 square rods, more or less.

Being the same premises conveyed to Court Street Congregational Church, a religious corporation, by deed of Minnie E. Hodgkins, et al, dated November 3, 1914, recorded in Vol. 370, page 348.

Including also in this conveyance all real estate which shall accrue to Court Street Congregational Church of Keene, New Hampshire in the future by devise, gift or in any other manner.

Subject to the condition that the grantee shall assume and discharge all the liabilities of the grantor.

To Have and to Hold the Same, together with all the privileges and appurtenances thereto belonging to the SUCCESSORS said Grantor and ITS, and assigns forever. And It hereby engage to warrant and defend the same against all claims arising by, from or under ITSELF.

And if the subscriber, wife of the Grantor, for the consideration aforesaid, do hereby release to said Grantor all right of dower in the premises, my homestead right, and all other any right and interest therein.

Witness ITS hand and seal this 26th day of JUNE

Anno Domini one thousand nine hundred and sixty-three.

Signed, Sealed and Delivered in presence of us:

Francis H. Ayer

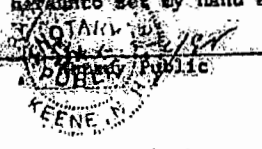
NEW HAMPSHIRE CONGREGATIONAL-CHRISTIAN CONFERENCE

By: *Everett R. Barrows*
Conference Minister (duly authorized)

STATE OF NEW HAMPSHIRE
CHESHIRE, SS.
JUNE 26, 1963

Before me, personally appeared Everett R. Barrows, who acknowledges himself to be the Conference Minister of New Hampshire Congregational-Christian Conference and that he as such Conference Minister being authorized so to do, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as Conference Minister.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



NEW HAMPSHIRE CONGREGATIONAL-CHRISTIAN CONFERENCE
UNITED CHURCH OF CHRIST
85 North State Street, Concord, New Hampshire

Conference Minister
REV. EVERETT R. BARROWS, D.D. Mail Address: P. O. Box 443
Telephone 725-4447 (Area Code 603)

July 5, 1963

Mr. Francis H. Ayer
45 Roxbury Street
Keene, New Hampshire

Dear Mr. Ayer:

The Trustees of the New Hampshire Congregational-Christian Conference have authorized Everett R. Barrows, Conference Minister, to

ATTACHMENT II

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

City of Keene ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with MAPS Counseling Services ("Subrecipient") to be executed in conformance with the requirements of Exhibit A of the Grant Agreement shall be subject to approval by CDFA. The Subrecipient Agreement shall incorporate the entire Grant Agreement and shall include it as an attachment, and shall contain at a minimum the following terms and conditions:

1. REPRESENTATIONS AND WARRANTIES. Subrecipient shall represent and warrant:

1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of this State. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.

1.2 The Subrecipient Agreement is the legal, valid and binding obligation of Subrecipient enforceable against Subrecipient, in accordance with each document's respective terms.

1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.

1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description.

This project shall consist of the awarding of \$455,000 in Community Development Block Grant (CDBG) funds to the Grantee") to support leasehold improvements associated with MAPS Counseling Services' move to the United Church of Christ situated at 23 Central Street, Keene, New Hampshire (the "Project"). The Project will be used for the construction of leasehold improvements on the third floor of the United Church of Christ, in Keene. Subrecipient serves 417 people annually of which 62% are of low- and moderate-income.

2.2 Benefit to Low- and Moderate- Income Persons.

The general purpose of the project is to principally benefit Low- and Moderate-Income Persons as that term is defined in the Grant Agreement: "those Persons whose income falls at or below the "low income" level as referenced in Appendix 2 of Chapter 300 Cdfa CDBG Rules, and as determined by the U. S. Department of Housing and Urban Development (HUD) for the State of New Hampshire. Appendix 2 contains HUD's "low- and moderate-income levels" for its various programs and is updated on an annual basis. The most current HUD Income Limits may be found at CDFA's website at www.nhcdfa.org

2.3 Grant of Funds/Matching Funds.

2.3.1 Subrecipient shall use the Grant funds subgranted to it solely for the purposes described herein and consistent with the required terms and conditions of the Grant Agreement and Subrecipient Agreement.

2.3.2 Subrecipient shall be subgranted a total of \$430,000 of the CDBG funds, in order to carry out the Project Activity.

2.3.3 The Grantee shall retain \$25,000 of the grant for administrative costs associated with management of the Grant.

2.3.4 The required match for the CDBG funds will be not less than \$115,000, for the costs associated with the Project Activities.

3. SUBRECIPIENT REQUIREMENTS.

3.1 Compliance with Laws. Subrecipient shall comply with all applicable federal, state and local laws, statutes, executive orders and rules as they relate to the application, acceptance and use of funds for this Project, including, but not limited to, the requirements as specified in the Grant Agreement.

3.2 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement, including Exhibit B.

Disbursement of funds by the Grantee does not constitute acceptance by the Grantee or CDFA of any item as an eligible Project cost until all Project costs have been audited and determined to be allowable costs. Upon the expiration of the Grant Agreement, or other termination of the project, Subrecipient shall transfer to the Grantee any Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

1.1. 3.3 Security. Under the circumstances of this Grant, CDFA, Grantee, Subrecipient and property owner have agreed that a Conditional Assignment of Lease (CAL) with the property owner is a more suitable security than a mortgage. Therefore, prior to approval by CDFA of any construction contract for the Property, Subrecipient shall provide Grantee a CAL to secure the amount of \$430,000 on the Property, or other acceptable security to CDFA, as set forth in Exhibit A. Grantee shall submit to CDFA satisfactory evidence of such recording.

The CAL shall provide for the recovery by Grantee, on behalf of CDFA, of the total CDBG funds expended on this Project in the event that the low- and moderate-income benefit as defined herein is not maintained for the required twenty-year period commencing upon the completion of the Project. The amount of CDBG funds subject to recovery in accordance with this paragraph shall decrease over the twenty-year period at a rate negotiated between Grantee and Subrecipient and approved by CDFA.

4. COVENANT OF LONG TERM BENEFIT FOR LOW- AND MODERATE-INCOME PERSONS.

4.1 Subrecipient shall covenant and warrant that sixty-two percent (62%) of the Persons served at the Project Property at the completion of the Project shall be Low- and Moderate-Income Persons as that term is defined in Administrative Rule Cdfa 302.33.

4.2 At time of Grantee's submission of the Closeout Report to CDFA as provided in Exhibit A of the Grant Agreement, Subrecipient shall certify the number and percentage of Persons served at the Project Property that are Low- and Moderate-Income Persons and benefiting as a result of this Project. Subrecipient shall, for closeout purposes only, gather information on those groups deemed as "Protected" by HUD and required for reporting on the "Periodic Progress Report" as provided in the most current edition of the "CDBG Implementation Guide."

4.3 Subrecipient shall further covenant and warrant that the Property shall remain in use as a public facility and shall be made available to Low- and Moderate-Income Persons for a period of twenty (20) years following completion of the Project (the "Benefit Period") and that Subrecipient has and will continue in its Bylaws or other administrative provisions an adequate administrative capacity to ensure that this benefit is maintained for said period. This covenant shall survive the expiration or termination of this Agreement.

4.4 In the event that Subrecipient grants, conveys, leases or otherwise transfers its interests in the Property, Subrecipient shall include a clause in such deed, lease or similar transfer instrument whereby the other party, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration therefor, covenants and agrees, as a covenant running with the land, that the property shall continue to be used a public facility and shall continue to be made available to Low- and Moderate-Income persons for the remainder of the Benefit Period.

4.5 Subrecipient shall not sell, lease, encumber, otherwise transfer, or dispose of any part of its title or other interests in the Property, for the duration of the terms, conditions, and assurances in this Agreement, without the approval of Grantee.

5. SCHEDULE.

5.1 Implementation Schedule. The Grantee and Subrecipient have agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. A schedule of major milestones shall be provided within the Subrecipient Agreement, and shall serve as a basis for enforcement of the Agreement.

5.2 Grant Completion Date. All work shall be completed prior to the Grant Completion Date as specified in Section 1.7 of the General Provisions. This date may be extended only with the permission of the Grantee, CDFA, and the Governor and Council.

6. INSURANCE & TAXES.

6.1 Subrecipient's Liability Insurance. Subrecipient shall, at its sole expense, obtain and maintain in force insurance in such amounts and covering such risks as are customary for entities engaged in the same or similar business to include, where applicable, comprehensive general liability covering any property development/construction activities and landlord insurance. At a minimum, this shall include insurance against all claims of bodily injury or property damage, in amounts of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

6.2 If applicable, Subrecipient shall also, at its sole expense, obtain and maintain in force fire and extended coverage insurance covering all real property or assets purchased with Grant funds in an amount not less than 100% of the whole replacement value of the property.

6.3 Insurance Standards. The policies described in this section shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. All policies shall be on an "occurrence" basis. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than thirty (30) days after written notice thereof has been received by the Grantee and CDFA.

6.4 All policies shall name the Grantee and CDFA as additional insureds. Subrecipient shall provide the Grantee with certificates of insurance satisfactory to the Grantee, which evidences compliance with this Section.

6.5 Taxes. If applicable, Subrecipient shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which is the responsibility of the Subrecipient. Any alternative arrangements will require the approval of CDFA, whose consideration shall not be unreasonably withheld.

7. REPORTING REQUIREMENTS: PERIODIC AND CLOSEOUT AGREEMENTS.

7.1 Semi-Annual Reports. Semi-Annual reports shall be submitted by the Subrecipient to the Grantee, not less than five (5) business days prior to the semi-annual submission date, that is, no later than July 10, for the period of January 1 through June 30 and no later than January 10, for the period of July 1 through December 31 of each year. The reporting period shall begin on the date of Governor and Council approval and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA.

7.2 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.

7.3 Subrecipient Financial Reporting. Subrecipient shall submit to the Grantee and to CDFA its annual audited financial statements, within 90 days of its fiscal year end.

8. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS

8.1 Accounting Records. Subrecipient shall keep all Project-related accounts and records, which fully disclose the amount and disposition by Subrecipient of the grant funds, the total cost of the Project, and the amount and nature of any portion of the Project cost supplied by other sources, and such other financial records pertinent to the Project. Accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984. Records to be maintained shall include Project fiscal records consisting of all books, documents, ledgers, systems and expenses incurred, including, but not limited to, purchase, requisitions, orders, invoices, vouchers, bills and receipts, inventories, all lien documents, surveys, certified payrolls, and other documents verifying low- and moderate-income household or employment information.

8.2 Time Period. All of the records, documents, and data described above and all income verification information shall be kept during the performance of the project, and for three (3) years after its completion or until the satisfactory completion of an audit, whichever is later.

8.3 Availability of Records. Subrecipient shall make available to the Grantee, CDFA, and HUD or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of Subrecipient pertinent to this Agreement.

9. INDEMNIFICATION. Subrecipient shall defend, indemnify and hold harmless Grantee and the State, their

officers and employees, from and against any and all losses suffered by Grantee or the State, their officers and employees, and any and all claims, liabilities or penalties asserted against Grantee and the State, their officer and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to arise out of the acts or omissions of Subrecipient.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination or expiration of this Agreement.

10. MAINTENANCE OF CORPORATE EXISTENCE; BY-LAWS.

10.1 Corporate Existence. Subrecipient shall both preserve and maintain the legal existence and good standing of its nonprofit corporation status and its registration in New Hampshire as is required to do business.

10.2 Scope of Mission. Subrecipient and Grantee agree that the Subrecipient's Articles of Incorporation and Corporate Bylaws ("Bylaws") as submitted with the Project application and incorporated herein by reference, provide an adequate administrative mechanism for assuring the Subrecipient's mission of serving Low- and Moderate-Income Persons, during the Grant Period, as required pursuant to this agreement. This paragraph shall survive the termination of this agreement for a period not to exceed twenty (20) years.

11. MAINTENANCE OF PROPERTY.

11.1 Subrecipient shall maintain, keep and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project Property improved with Grant funds.

11.2 Subrecipient shall continue to operate and maintain, keep and preserve in good working order and repair the Project improvements at the Property, and shall operate the Project improvements in compliance with all applicable federal, state and local statutes, regulations, rules and orders.

12. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an Event of Default under the Subrecipient Agreement:

12.1 The Property shall cease to be operated in accordance with the Project Purpose or Subrecipient shall fail to comply with the requirement of long-term affordability for Low- and Moderate-Income Benefit as provided herein;

12.2 Failure of Subrecipient to complete the Project satisfactorily in accordance with the approved Plans or on schedule or failure to submit any report, documentation or other instrument under this Agreement;

12.3 Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, or if the Property or any portion thereof is conveyed or encumbered in any way without the prior written consent of the Grantee;

12.4 Any survey, report or examination discloses that the Project or Property or any portion thereof encroaches upon or projects over a street or upon or over adjoining property or violates any setback or other restriction, however created, or any zoning regulations or any building restriction of any governmental authority having jurisdiction with respect to the Property;

12.5 The Property or Project are materially damaged or destroyed by fire or other casualty or cause

and the insurance proceeds therefrom are inadequate to rebuild or restore the Project or Property to their condition immediately prior to such casualty;

12.6 Any representation or warranty made herein or in any report, certification, or other instrument furnished in connection with this Agreement or any advances of Grant funds made hereunder, by or in behalf of Subrecipient, shall prove to be false or misleading in any material respect;

12.7 Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Property and/or the Project and shall not be discharged within thirty (30) days of such filing;

12.8 Subrecipient shall default in the due observance or performance of any covenant, condition, assurance or agreement to be observed or performed by Subrecipient under this Agreement;

12.9 Any cessation occurs at any time in construction of the Project for more than one (1) week except for causes beyond the control of Subrecipient, or if any substantial change is made in the schedule for the construction or in the approved Plans without the prior approval of the Grantee and CDFA;

12.10 Subrecipient shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;

12.11 A petition, order, judgment, or decree shall be entered, without the application, approval or consent of Subrecipient by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;

12.12 The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee and CDFA; and

12.13 Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.

13. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

13.1 Remedies upon Default. Upon the occurrence of any Event of Default, the Grantee may take any one, or more, or all, of the actions described below. Prior to taking any of the following actions, the Grantee will give Subrecipient a written notice of default specifying the Event of Default and requiring it to be remedied within thirty (30) days from the date of notice. The following actions may be taken only if Subrecipient has not remedied the Event of Default in a timely manner.

13.1.1 Subrecipient acknowledges that, in the event Grantee fails to enforce the provisions of either the Subrecipient Agreement or fails to cure any event of default under the Subrecipient Agreement, Grantee shall, upon demand by CDFA, assign and convey all or part of its rights, title and interest, or delegate all or any of its obligations under the Subrecipient Agreement to CDFA;

13.1.2 Terminate this Agreement, effective immediately upon giving notice of termination;

13.1.3 Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;

13.1.4 Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;

13.1.5 Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;

13.1.6 Foreclose under any available security instrument created under this agreement; and

13.1.7 Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged, as applicable.

13.2 Judicial Enforcement. Subrecipient agrees that the Grantee and CDFA have a right to seek judicial enforcement with regard to any matter arising with respect to this Agreement, to include the assurances, covenants and other conditions, which extend beyond the completion date under this Agreement.

13.3 Disposition of Funds. Where the Grant Agreement or Subrecipient Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform or reasons other than project completion, Grant funds are required to be returned. The disposition of Grant Funds to be returned shall be determined solely by CDFA.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Subrecipient represents and warrants:

14.1 Subrecipient will obtain all necessary approvals of the Plans and all necessary permits for the operation of its business from all governmental authorities having jurisdiction over the Project.

14.2 Construction of the project will not violate any zoning, environmental, subdivision, or land use ordinance, regulation or law; the Property conforms and complies in all material respects with all covenants, conditions, restrictions, reservations and zoning, environmental land use, and other applicable ordinances, laws, rules and regulations, federal, state, or local, affecting the Property.

14.3 No litigation, claims, suits, orders, investigations or proceedings are pending or threatened against Subrecipient or affecting the Property or the Project at law or in equity or before or by any federal, state, municipal or other governmental instrumentality; there are no arbitration proceedings pending under collective bargaining agreements or otherwise; and to the knowledge of Subrecipient; there is no basis for any of the foregoing. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

14.4 Subrecipient has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state or local taxes, charges and assessments.

14.5 The execution and delivery and performance by Subrecipient of its obligations under this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Subrecipient is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute a default under, or except as may be provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subrecipient pursuant to any such indenture, agreement or instrument. Subrecipient is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection

with or as a condition to the execution, delivery or performance of this Agreement and all other related documents.

14.6 Subrecipient is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its properties, and has no knowledge of any person contemplating the filing of any such petition against it.

14.7 No statement of fact made by or on behalf of Subrecipient in any of the Agreements or related documents or in any certificate, exhibit or schedule furnished to the Grantee pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact or circumstance presently known to Subrecipient that has not been disclosed to the Grantee that materially affects adversely, nor as far as Subrecipient can foresee, will materially affect adversely Subrecipient, operations or considerations (financial or otherwise) of Subrecipient.

14.8 Subrecipient has complied in all material respects with all applicable statutes, regulations, and rules of federal, state, and local governments in respect to the conduct of its business and operations, including without limitation all applicable environmental statutes.

14.9 No Event of Default has occurred and is continuing under this Agreement or the loan documents and no event or condition which would, upon notice of expiration of any applicable cure, constitute an Event of Default has occurred and is continuing; Subrecipient is not in default under any note or other evidence of indebtedness or other obligation for borrowed money or any CAL, mortgage, deed to trust, indenture, lease agreement or other agreement relating thereto. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

Subrecipient warrants that each of the foregoing representations and warranties is true and correct as of the date of this Agreement and Subrecipient shall indemnify and hold harmless the Grantee, State and CDFA from and against any loss, damage, or liability attributable to the breach thereof, including any and all fees and expenses incurred in the defense or settlement of any claim arising therefrom against the Grantee, State or CDFA.

15. MISCELLANEOUS PROVISIONS.

15.1 Compliance with Laws. Subrecipient shall comply with all applicable federal, state and local laws, statutes, regulation, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.

15.2 Compliance with OMB 2 CFR Part 200. Subrecipient acknowledges that it shall meet the requirements of OMB 2 CFR Part 200, to ensure compliance with Administrative Cost Standards.

15.3 No Assignment. Subrecipient shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Grantee and CDFA, and any attempted assignment or transfer shall be ineffective, null, void, and of no effect.

15.4 Amendment. No amendment or modification of any provision of this Agreement shall be effective unless it is in writing and executed by both parties and approved by CDFA.

15.5 Governing Law. The Subrecipient Agreement shall be governed by and construed in accordance with laws of the State of New Hampshire.

15.6 No failure on the part of Grantee or CDFA to exercise, and no delay in exercising, any right, power, or remedy under this Agreement or any other agreement contemplated herein shall operate as a waiver

thereof; nor shall any single or partial exercise of any right under any such agreements preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

15.7 This Agreement, together with all attachments, schedules and exhibits thereto, contains the full, final and exclusive statement of the agreement of the parties and supersedes all prior understandings, representations or agreements, whether written or oral, with respect to such subject matter.

16. PUBLICITY AND SIGNAGE.

16.1 Public Relations. The Subrecipient shall grant CDFA the right to use the Grantee's name, likeness, and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.

16.2 Reciprocal Publicity. The Subrecipient also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.

16.3 Project Signage. For construction/renovation projects – CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller than 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – if none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition may be used with permission from CDFA.



CERTIFICATE OF COVERAGE

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

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

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

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

| | | |
|--|------------------------------|--|
| <i>Participating Member:</i> City of Keene 3 Washington Street Keene, NH 03431-3191 | <i>Member Number:</i> 210 | <i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 |
|--|------------------------------|--|

| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply | |
|--|-----------------------------|------------------------------|---|--------------|
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) | 7/1/2015 | 7/1/2016 | Each Occurrence | \$ 1,000,000 |
| <input type="checkbox"/> Professional Liability (describe) | 7/1/2016 | 7/1/2017 | General Aggregate | \$ 2,000,000 |
| <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | | | Fire Damage (Any one fire) | \$ |
| | | | Med Exp (Any one person) | \$ |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | \$ |
| | | | Aggregate | \$ |
| <input type="checkbox"/> Workers' Compensation & Employers' Liability | | | Statutory | |
| | | | Each Accident | \$ |
| | | | Disease - Each Employee | \$ |
| | | | Disease - Policy Limit | \$ |
| <input type="checkbox"/> Property (Special Risk Includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | |

Description: Relative to the Community Development Block Grant Agreement, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

| | | | |
|--|---|-------------------|--|
| CERTIFICATE HOLDER: | <input checked="" type="checkbox"/> Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| | | | By: Tammy Denver |
| | | | Date: 6/14/2016 tdenver@nhprimex.org |
| CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301 | | | Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax |



CERTIFICATE OF COVERAGE

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

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

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

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

| | | |
|--|------------------------------|--|
| Participating Member: City of Keene 3 Washington Street Keene, NH 03431-3191 | Member Number: 210 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624 |
|--|------------------------------|--|

| Type of Coverage | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits May Apply, If Not | |
|--|--------------------------------|---------------------------------|---|-------------|
| <input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | | | Each Occurrence | \$ |
| | | | General Aggregate | \$ |
| | | | Fire Damage (Any one fire) | \$ |
| | | | Med Exp (Any one person) | \$ |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | |
| | | | Aggregate | |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 1/1/2016 | 1/1/2017 | <input checked="" type="checkbox"/> Statutory | |
| | | | Each Accident | \$2,000,000 |
| | | | Disease - Each Employee | \$2,000,000 |
| | | | Disease - Policy Limit | \$ |
| <input type="checkbox"/> Property (Special Risk Includes Fire and Theft) | | | Blanket Limit, Replacement Cost (unless otherwise stated) | |

Description: Proof of Primex Member coverage only.

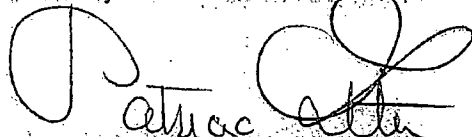
| | | | |
|--|---------------------------------|-------------------|---|
| CERTIFICATE HOLDER: | Additional Covered Party | Loss Payee | Primex³ - NH Public Risk Management Exchange |
| | | | By: <i>Tammy Denver</i> |
| | | | Date: 6/14/2016 tdenver@nhprimex.org |
| CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301 | | | Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |

CERTIFICATE

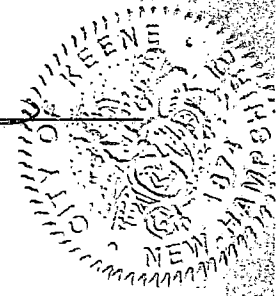
I, Patricia A. Little, City Clerk of Keene, New Hampshire do hereby certify that: (1) at the public hearing held on December 16, 2015, and as voted on and resolved at the City Council meeting held on December 17, 2015, the City Council voted to submit an application for Community Development Block Grant funds and if awarded: (2) enter into a contract with the Community Development Finance Authority and further authorize the City Manager to execute any documents which may be necessary to effectuate this contract; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Medard Kopczynski, City Manager
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Keene, New Hampshire this
10 day of November, 2016.



Patricia A. Little, City Clerk

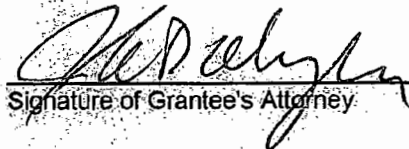


CERTIFICATION OF GRANTEE'S ATTORNEY

I, John D. Wrigley acting as Attorney for the City of Keene, New Hampshire do hereby certify:

That in my opinion the Grantee is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Grantee and have determined that Grantee's official representative has been duly authorized to execute this Grant Agreement and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and applicable federal laws. In addition, for grants involving projects to be carried out on property not owned by Grantee, there are no legal impediments that will prevent full performance by the Grantee. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of Grantee in accordance with the terms thereof.

Dated at Keene, New Hampshire this 16th day of November 2016.



Signature of Grantee's Attorney

City of Keene: MAPS Counseling Services/Relocation to United Church of Christ – \$455,000 – (Public Facilities)

HUD National Objective: Low- and Moderate-Income – Limited Clientele

The City of Keene is requesting \$455,000 in CDBG funds on behalf of MAPS Counseling Services (MAPS) for leasehold improvements associated with their move to a new location, the United Church of Christ (UCC) building at 23 Central Square in Keene. The larger goal is to secure the long-term future of out-patient mental health services in Cheshire County.

MAPS is the largest provider of out-patient mental health services in Cheshire County, providing a full range of outpatient mental health services for clients of all ages and backgrounds. The organization serves children with profound behavioral or emotional problems, including autism. Additionally, MAPS offers substance abuse services which help clients with a variety of addictions, including heroin, opiate, prescription, and alcohol. Many of these clients have a history of incarceration and are working to rebuild their lives. MAPS also treats individuals with depression, anxiety disorders, and personality disorders. Many of MAPS clients are dealing with traumatic histories or experiences, including childhood sexual abuse, domestic violence, or sexual assault. MAPS also serves many clients that are homeless, with 62% of those served come from low- and moderate-income households.

MAPS currently leases space on the second floor at 19 Federal Street, a building owned by St. James Episcopal Church. This space is too small to accommodate MAPS's current staff and services. At its current location, MAPS also contends with issues related to privacy, security and ADA access.

After conducting a feasibility study looking at various sites, MAPS has identified their new home as the third floor of the United Church of Christ, which is located around the corner from the current facility. The new location has more space to accommodate staff and includes an elevator for people who use wheelchairs or have other mobility problems. Issues of privacy and security will also be addressed with the new leasehold improvements. The overall impact will increase MAPS' ability to accept clients and serve them as quickly as possible. MAPS will also receive a lease for 20 years at below market rate.

Funding for the project includes \$455,000 in CDBG funds and \$115,000 from MAPS.

Sources and Uses

| Sources | CDBG | MAPS | |
|---------------------------|------------------|------------------|----------------------|
| Uses | | | Total Uses \$ |
| Leasehold Improvements | \$430,000 | \$20,000 | \$450,000 |
| Architectural/Engineering | | \$33,000 | \$33,000 |
| Equipment/Furnishings | | \$50,000 | \$50,000 |
| Rehab Specialist | | \$12,000 | \$12,000 |
| CDBG Admin Costs | \$25,000 | | \$25,000 |
| Committed Total | | \$115,000 | \$115,000 |
| Pending Total | \$455,000 | | \$455,000 |
| Grand Total | \$455,000 | \$115,000 | \$570,000 |

Administration Breakdown

| | |
|---------------------|-----------------|
| Grant Administrator | \$17,400 |
| Grant Writing Fee | \$4,000 |
| Legal | \$3,000 |
| Advertising | \$600 |
| Total | \$25,000 |