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## STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

March 22, 2022

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into a sole source agreement with Hampton Area Chamber of Commerce, Vendor Code 154021, 47 Winnacunnet Rd, Hampton, NH 03842 in an amount not to exceed \$342,550 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) to fund an expansion of the Career Pathways Program, which provides skills-based education and training as well as information on available career paths in the trades industry to help bridge the existing skills gap and address workforce shortages upon approval by the Governor and Executive Council, through June 30, 2025. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. **100% Federal Funds.**

Funds are available in Fiscal Years 2022 and 2023 as follows, and are anticipated to be available in FY 24 and FY25 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

01-02-002-020210-Governor's Office for Emergency Relief and Recovery,  
 24690000 – ARP Grants and Disbursements

State FY	Class-Account	Class Title	Amount
2022	072-500575	Grants Federal	89,184
2023	072-500575	Grants Federal	114,183
2024	072-500575	Grants Federal	114,183
2025	072-500575	Grants Federal	25,000
<b>Total:</b>			<b>342,550</b>

EXPLANATION

The Hampton Area Chamber of Commerce (the Chamber) previously developed and received funding from the NH Charitable Foundation for a "Career Pathways Partnership Grant" that was aimed at helping encourage skills-based education and hiring in an effort to fill job vacancies throughout the Seacoast in a variety of industries.

The Chamber relied on reports by the U.S. Chamber concerning skills-based education and hiring and additional input from local chamber membership to identify the top potential solutions to address the skills gap between our State's students and workforce: more educational/career technical education (CTE) programs to build talent pipelines, as well as improved alignment between skills and competencies taught in education/CTE programs and in-demand skills and competencies needed in the workforce.

The Career Pathways program involved a partnership between the Chamber, the NH School of Mechanical Trades, and Winnacunnet High School and was for students interested in plumbing, electrical, oil, heat, and air conditioning.

The program consisted of:

- A Mechanical Trades Information Fair
- A Tour of the Hampton NH Mechanical Trades School
- A 12 week Introduction to the Trades Course
- A career exploration ELO
- Career research
- Interest inventories
- Interviews
- Resume writing
- Professional social media usage and networking insights
- Goal planning
- OSHA training
- Professional mentoring

This program would build upon that successful program and expand it through a multi-year strategy that expands the Greater Manchester region to the Seacoast program.

In spring of 2022, planning, building, and implementation of the expanded programs would begin, with those new programs commencing in fall of 2022 and continue each semester through spring of 2025.

The Career Pathways program provided students at Winnacunnet High School with career awareness, as well as information on and training within the trades industry. Participating high school juniors and seniors earned credits and received education and information on all the opportunities in the trades. It was marketed to all students, with additional targeting of students at risk of dropping out of school or graduating without a pathway in place.

Approval of this funding would assist employers that are unable to fill key positions because the State currently lacks qualified workers for those vital positions throughout its economy. The trades are no exception. What's more, trade schools and vocational programs, like other educational institutions, have had to adapt their methods during the COVID-19 pandemic. In many cases, that has required remote learning and increased social distancing, which makes the hands-on, experiential learning needed for the trades even more challenging.

High school students have also had to weather the pandemic, modifying their own educational path to accommodate remote learning and other COVID-19 mitigation efforts. An illustration of such efforts includes the dramatically increased enrollment (nearly 50 percent) in the Virtual Learning Academy

Charter School (VLACS) in New Hampshire, which has expanded to accommodate students that need access to remote learning capabilities.

As the State continues to recover from the health crisis, and the return to in-person education continues and the availability of experiential-learning opportunities grows, high school students will again need assistance in adapting their educational and vocational trajectories. Even before the pandemic, less than 60 percent of New Hampshire's high school graduates enrolled in post-secondary education, according to the New Hampshire Department of Education. And in 2019, close to half of all jobs held by younger workers in New Hampshire were either in accommodation and food services or in retail, and the trend over the past decade is that there are now fewer younger workers in industries such as construction, wholesale trade, and manufacturing.

There is a demonstrated need for these new entrants to our State's workforce to receive increased guidance and training that introduces them to the trades, helping to put them on a rewarding vocational path within valuable industries for our economy that are in dire need of new and younger workers.

In addition to being industries with long-term needs for additional workers, the trade, transportation, and utilities industries experienced the second largest number of job losses in the State as a result of the pandemic, trailing only leisure and hospitality. Although the trades have begun to recover, they still lag prepandemic workforce numbers and the State has identified a need to train younger workers to ensure a future skilled labor force to help fill its workforce needs, including the potential value of apprenticeships, mentorships, and other innovative pathways to employment that help accelerate training for younger workers. That is especially the case as the State and its economy continue to recover from the pandemic.

Expanding the skills-based education facilitated by the Career Pathways Program will help provide insight, guidance, and a path forward for high school students about to graduate that are interested in the trades, while providing hope for industry employers and small businesses that the pipeline of future workers will grow and help meet their needs, as well as help bridge the skills gap between our State's students and workforce.

This effort would be interconnected with other workforce and economic development related proposed uses of ARPA SFRF funds, as the State adapts and responds to the workforce crisis greatly exacerbated by the COVID-19 pandemic.

Funding would be provided based on the number of training programs run and the resulting cost of each program. It is expected that this funding would enable up to seven programs at two locations, reaching up to 20 students per program — up to 260 students over the entirety of the Career Pathways Program.

New Hampshire School of Mechanical Trades would develop and facilitate courses in four areas of trade, working alongside Experiential Learning Opportunity programs and coordinators, while Apprenticeship NH and Manchester Community College would work with area high schools and chambers to match students with qualifying apprenticeship opportunities.

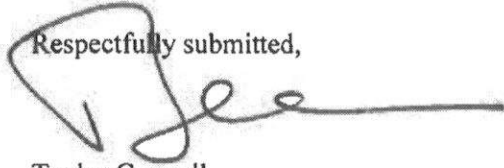
The program includes information fairs, coursework, career research and exploration, professional guidance and career counseling, such as resume writing, goal planning, and professional mentoring, and more.

This is an allowable use of ARP FRF funds under Section 602 (c)(1)(A) to respond to the negative economic impacts of COVID-19 because the trades qualify to be designated as an additional impacted industry and this program is an enumerated reasonable response for impacted industries.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Taylor Caswell', with a long horizontal stroke extending to the right.

Taylor Caswell,  
Executive Director, GOFERR



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

1.1. State Agency Name: Governor's Office for Emergency Relief and Recovery

1.2. State Agency Address: 1 Eagle Square, Concord, NH

1.3. Grantee Name: Hampton Area Chamber of Commerce

1.4. Grantee Address AND E-MAIL: 47 Winnacunnet Rd., Hampton, NH 03842:

John Nyhan, President [john@hamptonchamber.com](mailto:john@hamptonchamber.com)

1.5 Grantee Telephone Number           , (603)-926-8718 x 106

1.6. State Vendor Number: 154021

1.7. Completion Date: 6/30/2025

1.8. Grant Amount not to exceed	\$342,550.00
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1.9. Grant Officer for State Agency: Rhonda Hensley

1.10. State Agency Telephone Number: (603)271-7957

1.11. Grantee Signature: Designated Signing Authority


Signature: John B. Nyhan Date: 3/22/22  
Print Name: JOHN B. NYHAN Title: President

1.12. State of New Hampshire Signature:

Signature:  Date: March 24, 2022

Print Name: Chase Hagaman Title: Deputy Director, GOFERR

1.13. Approved as to form substance and execution NH Department of Justice (*If necessary*):

Signature:  Date: 3/24/2022  
Print Name: Sheri Phillips Title: Assistant Attorney General

1.14. Approved New Hampshire Governor and Council (*If necessary*): \_\_\_\_\_ Date: \_\_\_\_\_

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State award under the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as:

Expand the Career Pathways Program, which provides skills-based education and training to high school students, as well as information on available career paths in the trades industry to help bridge the existing skills gap and address workforce shortages. The program has previously run in one high school in the state, serving twenty students per semester. Grantee shall use the funds to run the current Career Pathways Program in spring 2022, develop and plan an expansion starting fall 2022 and running through spring 2025, for obligations incurred prior to 12/31/2024, and run an expanded Career Pathways Program in multiple high schools in the state, serving up to forty potentially enrolled students per semester. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts.

The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

The allowable purposes and use of funds are more specifically described in EXHIBIT A.

3. EFFECTIVE DATE: COMPLETION OF GRANT.

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 paragraph 1.14, 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 paragraph 1.1 ("Effective Date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to the following dates: all funds under this program must be obligated by December 31, 2024 and completely expended by June 30, 2025.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

The Grant Amount is identified in paragraph 1.8 and is more particularly described in EXHIBIT B, attached hereto. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the GOFERR, the GOFERR shall pay the Grantee the Grant Amount.

The payment by the GOFERR of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses

under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, the GOFERR shall have no liabilities to the Grantee other than the Grant Amount.

Notwithstanding anything 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 Grant limitation set forth in Paragraph 1.8 of these general provisions.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Grant, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

#### 6. RECORDS AND ACCOUNTS.

Between the Effective Date and the date five (5) years after the Completion Date, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the GOFERR, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3 of these provisions

#### 7. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all GOFERR and federal personnel and labor laws applicable to its employees.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the GOFERR hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the GOFERR be liable for any payments hereunder in excess of such available or appropriated

funds. In the event of a reduction or termination of those funds, the GOFERR 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 Grantee notice of such termination.

#### 9. EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

Failure to perform the Grant satisfactorily or on schedule;

Failure to submit any report required hereunder;

Failure to maintain, or permit access to, the records required hereunder; or

Failure to perform any of the other covenants and conditions of this Agreement.

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

Give the Grantee 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 Grantee notice of termination; and

Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the GOFERR determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

Set off against any other obligation the GOFERR may owe to the Grantee any damages the GOFERR suffers by reason of any Event of Default;

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the GOFERR, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and/or

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

#### 10. TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the GOFERR shall entitle the Grantee to retain the portion of the Grant amount earned up to and including the date of termination.

The approval of such a Termination Report by the GOFERR shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the GOFERR as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the GOFERR or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

11. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. GRANTEE'S RELATION TO THE GOFERR. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the GOFERR. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the GOFERR nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the GOFERR to its employees.

13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the GOFERR.

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

#### 15. INSURANCE AND BOND.

The Grantee shall, at its own expense, obtain and maintain in force, the following insurance: Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant; and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and



The policies 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.

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

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, by United States Mail, addressed to the parties at the addresses first above given.

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 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 law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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. 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.

22. SPECIAL PROVISIONS. The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.



## GRANT AGREEMENT EXHIBIT A

### Scope of Allowable Uses of Coronavirus State and Local Fiscal Recovery Fund Grant

1. Grantee, Hampton Area Chamber of Commerce will use the grant funds to expand the Career Pathways Program ("the Program"). The Program provides high school students with skills-based education and training and information on available career paths in the trades industry. As there is a demonstrated need for new entrants to the State's workforce in the trades, this expanded program will help bridge the existing skills gap and address workforce shortages

The Career Pathways Program has previously run in one high school in the State — Winnacunnet High School — and served twenty students from that high school per semester. These students receive a 12 week training program through the New Hampshire School of Mechanical Trades as well as assistance an internship through ApprenticeshipNH.


Grantee shall use the funds to run the Program under its current structure in the spring 2022 semester, develop and plan an expansion starting the semester of Fall 2022, and running that expansion in multiple high schools in the state for six additional semesters (Fall 2022, Spring and Fall 2023, Spring and Fall 2024, and Spring 2025 to the extent obligated prior to 12/31/2024), for a total of seven semesters. The expansion shall serve up to 40 students enrolled in the Program per semester — there shall be one program in Hampton with a capacity for 20 students per semester, and one program in Manchester with a capacity for 20 students per semester. Over those six additional semesters, up to two hundred and forty students shall be served by the Program.

Grantee shall develop and plan the Program as detailed above and in Exhibit B, and shall enter into contracts and pay any vendors necessary for the program. Grantee shall be paid the award on a reimbursement basis, as outlined in Exhibit B.

2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, specifically, to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by GOFERR before use to ensure that the sub-awards contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with other applicable 2 CFR 200 requirements.

4. The U.S. Treasury's final rules on allowable uses of CSLFRF funds at [2022-00292.pdf](https://www.govinfo.gov/procurement/2022-00292.pdf) ([govinfo.gov](https://www.govinfo.gov)), and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf> regarding allowable uses of CSLFRF funds are incorporated herein and made part of this Agreement as if set forth in full.

Initials  Date 3/23/22 Page 7 of 24

5. Grantee may charge costs as provided by 2 CFR Subpart E, Cost Principles. Grantee may not charge or cover costs not allowed under federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of these funds from U.S. Department of Treasury.

6. Reporting: Grantee will report to GOFERR quarterly no later than the 15<sup>th</sup> of April, July, October and January on the status of the program, cumulative and current number of students being served, locations, and cumulative and current quarter expenditure.

7. Any portion of the grant not expended by Grantee for allowable costs by June 30, 2025, shall lapse and shall not be paid.

8. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application or entering into an agreement; (ii) provide a valid unique entity identifier in its application (until April 4, 2022 the federal government is accepting DUNS numbers but after that date it must be a UEI); and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made. This requirement must be passed through to sub-recipients.

9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. Any such guidance shall be considered incorporated into this agreement by reference without further notice.

## GRANT AGREEMENT EXHIBIT B

### Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

1. The GOFERR will pay the Grantee, up to the sum of **\$342,550.00** (the Grant Amount) as follows:

a. Upon execution of this subaward and in payment for services rendered retroactive to the date of this subaward, **\$13,000.00** for expenses already incurred from March 9, 2022 to March 21, 2022 for expenses incurred to plan the 2022 Career Pathway Program spring 2022 semester and future program planning.

b. On a reimbursement basis, up to **\$329,550.00** for expenses incurred to develop, plan, and run the Program as described in Exhibit A, paragraph 1, as set out in the following budget:

#### CAREER PATHWAY PROGRAM

#### THREE YEAR BUDGET

#### TOTAL AMOUNT AWARD

\$342,550

(\$13,000 to be paid upon execution of the subaward for expenses already incurred, remaining \$329,550.00 to be paid on a reimbursement basis as expenses are incurred)

#### BRIEF SUMMARY

THIS BUDGET COVERS THE COSTS OF (7) SEMESTERS OF TRAINING IN THE FIELD OF TRADES ALONG WITH ASSOCIATED COSTS THAT COORDINATES THE CONTINUED TRAINING FOR INTERESTED AND QUALIFIED STUDENTS. BUDGET COVERAGE DATES – MARCH 9<sup>TH</sup>, 2022 TO JUNE 30<sup>TH</sup>, 2025. ALL EXPENSES SHALL BE FULLY OBLIGATED BY DECEMBER 31, 2024.

#### ORGANIZATIONS DIRECTLY INVOLVED IN THE PROGRAM:

- HAMPTON AREA CHAMBER OF COMMERCE (LEAD SUB-GRANTEE)
- GREATER MANCHESTER CHAMBER OF COMMERCE
- NEW HAMPSHIRE SCHOOL OF MECHANICAL TRADES
- WINNACUNNET HIGH SCHOOL – EXTENDED LEARNING OPPORTUNITIES PROGRAM (LEAD SCHOOL COORDINATOR)
- INTERESTED & SELECTED HIGH SCHOOLS ALONG THE NH SEACOAST AND HIGH SCHOOLS IN THE GREATER MANCHESTER AREA
- APPRENTICESHIPNH

NOTE: OTHER PUBLIC AND PRIVATE ORGANIZATIONS WILL BE IDENTIFIED DURING THE PLANNING STAGE TO PROVIDE GUIDANCE, ADDITIONAL TRAINING AND FINANCIAL SUPPORT

DETAIL COST BREAKDOWN - \$342,550

SUB VENDOR: WINNACUNNET HIGH SCHOOL

\$12,000

(\$1,000 paid upon execution, remainder paid on a reimbursement basis)

- HIGH SCHOOL COORDINATION INCLUDING WORKING WITH

UP TO (12) HIGH SCHOOLS IN RECRUITING AND SCREENING STUDENTS, COORDINATING CLASS SCHEDULING, ESTABLISHING SCHOOL CREDIT ACTIVITIES AND PROVIDING SUPPORT SERVICES INCLUDING TRANSPORTATION SERVICES TO AND FROM THE SCHOOL OF MECHANICAL TRADES.

SUB VENDOR: NEW HAMPSHIRE SCHOOL OF MECHANICAL TRADES

\$276,000

(\$12,000 paid upon execution, remainder paid on a reimbursement basis)

- THE SCHOOL WILL PROVIDE A (12) WEEK TRAINING PROGRAM FOR (1) SEMESTER

FOR UP TO (20) STUDENTS STARTING IN MARCH 2022 AND THEN STARTING IN THE FALL OF 2022, WILL PROVIDE TWO (12) WEEK TRAINING SESSIONS (HAMPTON & MANCHESTER) FOR (6) SEMESTERS AND FOR UP TO (240) STUDENTS. THE IDENTIFIED COSTS INCLUDE ADMINISTRATIVE AND STAFF COSTS, INSTRUCTOR FEES, CLASSROOM EDUCATIONAL MATERIALS, WORKSHOP SUPPLIES, AND STUDENT TOOLBOXES.

SUB VENDOR: APPRENTICESHIPNH

\$23,000

- APPRENTICESHIPNH/HIGH SCHOOLS WOULD COORDINATE EFFORTS WITH THE CHAMBERS TO IDENTIFY BUSINESSES WITH INTEREST IN A REGISTERED APPRENTICESHIP PROGRAM AND FACILITATE THE REGISTRATION PROCESS WITH THE DOL. PROVIDE ADDITIONAL SCHOLARSHIP AND SUPPORT SERVICE FUNDS FOR APPRENTICES. MANCHESTER COMMUNITY COLLEGE WILL BE THE EDUCATION PROVIDER OF CHOICE FOR APPRENTICESHIPS DEVELOPED IN THE MANCHESTER AREA.
- SPECIFICALLY, APPRENTICESHIPNH STAFF WILL COORDINATE THE SCHOLARSHIP PROGRAM FOR SELECTED STUDENTS THAT WILL BE PARTICIPATING IN FURTHER TRADE TRAINING AND WILL REQUIRE FINANCIAL SUPPORT. THEY WILL ALSO COORDINATE A PROGRAM PROVIDING BUSINESS INCENTIVES FOR FEDERALLY REGISTERED APPRENTICESHIP PROGRAM BUSINESSES THAT THEN WILL HIRE APPRENTICESHIP STUDENTS.

LEAD SUBAWARD VENDOR: HAMPTON AREA CHAMBER OF COMMERCE

\$31,550

- THE HAMPTON AREA CHAMBER OF COMMERCE WHILE COORDINATING ACTIVITIES WITH THE GREATER MANCHESTER CHAMBER OF COMMERCE AND WILL OVERSEE ALL OF THE COORDINATION OF ALL ACTIVITIES INCLUDING REPORTING AND FINANCIAL OVERSIGHT WHICH WOULD INCLUDE ACCOUNTING, VENDOR INVOICING/PAYMENTS AND PROVIDING ALL REQUIRED NH FINANCIAL REPORTING REQUIREMENTS; ADMINISTER A \$12,000 SCHOLARSHIP PROGRAM FOR STUDENTS WANTING TO CONTINUE WITH COURSES AT THE NH SCHOOL OF MECHANICAL TRADES; COORDINATE WITH NH TRADE BUSINESS OWNERS IN THE FOLLOWING AREAS: CAREER AWARENESS, CAREER TRAINING SUPPORT AND SPONSORSHIPS, FACILITATE/SUPPORT JOB PLACEMENT DIRECTLY OR THROUGH AN APPRENTICESHIP PROGRAM.

2. Changes to the above budget within the Grant Amount may be made with written approval of the GOFERR State Contracting Officer listed in 1.9 above. Payment on expenses shall be subject to further guidance from the U.S. Treasury regarding payroll and administrative cost eligibility beyond December 31, 2024.

3. Payment shall be made on a reimbursement basis based on monthly invoices submitted by the 10<sup>th</sup> of the month.

4. Periodic payment requests shall be submitted to the State Contracting Officer listed in 1.9 above and Tom Broderick at Thomas.Broderick-G@goferr.nh.gov.

## GRANT AGREEMENT EXHIBIT C

### Special Provisions

1. Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200). The applicable provisions of 2 C.F.R. Part 200 as amended are considered legally binding and enforceable documents under this contract. The GOFERR reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.
2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year when the award was spent.

If required, the audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to GOFERR within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.
4. Program and financial records pertaining to this contract shall be retained by the Grantee for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.
5. The following paragraphs shall be added to the general provisions:

"23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

"24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

"25. COPELAND ANTI-KICKBACK ACT. All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Grantee, subcontractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee should report all suspected violations to GOFERR."

6. The following provisions of the standard agreement are modified as follows:



Paragraph 3 is modified to add the portion in italics as follows:

**3. EFFECTIVE DATE: COMPLETION OF GRANT.**

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 paragraph 1.14 *but shall be retroactive to March 9, 2022*, 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 paragraph 1.1 ("Effective Date").

Paragraph 13 is modified by adding the following sentence to the end of the paragraph: "However, Grantee may utilize sub-contractors to perform the services in this award."

Paragraph 17 "Notice" is deleted and replaced with the following:

Any notice of default under paragraph 9 or termination under paragraph 10 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

**Grantee:** john@hamptonchamber.com

**GOFERR:** Thomas.R.Broderick-G@GOFERR.nh.gov; Rhonda.D.Hensley-G@goferr.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

## GRANT AGREEMENT EXHIBIT D

### Drug-Free Workplace

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

#### Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

GOFERR  
1 Eagle Square  
Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

Initials DN Date 3/22/22 Page 14 of 24

- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

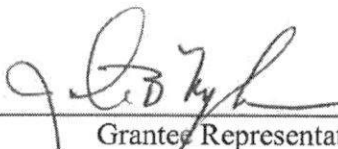
47 WINNAUNNET Rd., HAMPTON, N.H. - Rockingham County -  
03842

Check ☐ if there are workplaces on file that are not identified here.

Hampton Area Chamber of Commerce  
Grantee Name

3/9/22 - 6/30/25  
Period Covered by this Certification

JOHN B. NYHAN, President  
Name and Title of Authorized Grantee Representative

  
Grantee Representative Signature

3/22/22  
Date

**GRANT AGREEMENT EXHIBIT E**  
**Lobbying**

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING LOBBYING**

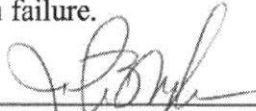
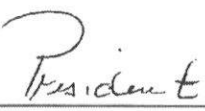
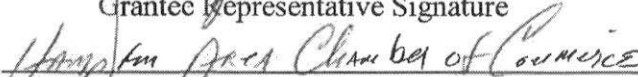
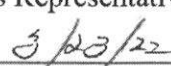
Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA")

Contract Period: March 2022 — June 30, 2025

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (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 (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____ Grantee Representative Signature	 _____ Grantee's Representative Title
 _____ Grantee Name	 _____ Date

**GRANT AGREEMENT EXHIBIT F**  
**Debarment**

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

**Instructions for Certification**

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the GOFERR determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when GOFERR determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GOFERR may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to GOFERR, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by GOFERR.
- (7) The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by GOFERR, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

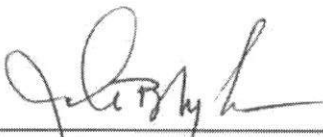


debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, GOFERR may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions*

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

  
\_\_\_\_\_  
Grantee Representative Signature

*President*  
\_\_\_\_\_  
Grantee's Representative Title:

*Hampton Area Chamber of Commerce*  
\_\_\_\_\_  
Print Grantee Name

*3/22/22*  
\_\_\_\_\_  
Date

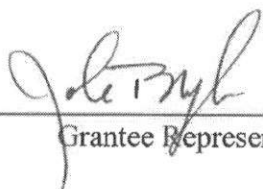


## GRANT AGREEMENT EXHIBIT G

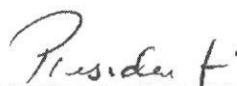
### CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

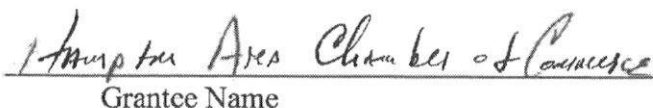
By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



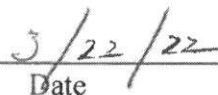
Grantee Representative Signature



Grantee's Representative Title



Grantee Name



Date

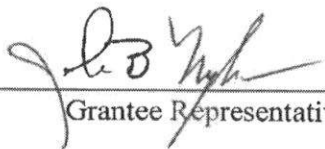
## GRANT AGREEMENT EXHIBIT H

### CERTIFICATION

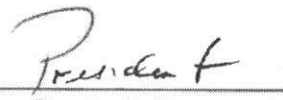
#### Public Law 103-227, Part C ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

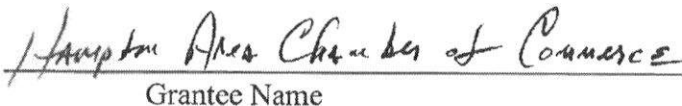
The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.



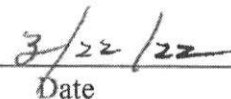
Grantee Representative Signature



Grantee's Representative Title



Grantee Name



Date

## GRANT AGREEMENT EXHIBIT I

### ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

#### OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Hampton Area Chamber of Commerce (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

#### Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by GOFERR with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.


#### Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by GOFERR, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

#### Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

#### Data Collection and Access to Records

Initials  Date 3/22/22 Page 21 of 24

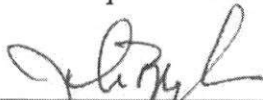
The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from GOFERR. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by GOFERR upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by GOFERR including installment payments on account after such date of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

#### Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to GOFERR).



Grantee Representative Signature



Grantee's Representative Title

Print Grantee Name:

Hampton Area Chamber of Commerce

Date

3/22/22

## GRANT AGREEMENT EXHIBIT J

### CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

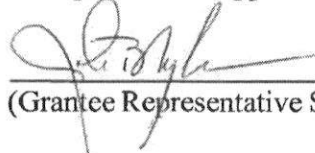
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), GOFERR must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS # and UEI #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

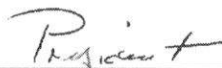
Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to GOFERR and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



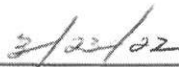
(Grantee Representative Signature)



(Grantee Representative Title)



(Grantee Name)



(Date)

**GRANT AGREEMENT EXHIBIT J cont.  
CERTIFICATION**

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number or UEI number for your entity is: 155326465
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO

☐ YES

**If the answer to #2 above is NO, stop  
here**

**If the answer to #2 above is YES, please answer the  
following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO

☒ YES

**If the answer to #3 above is YES, stop**

**If the answer to #3 above is NO, please answer the  
following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Amount: \_\_\_\_\_

Initials [Signature] Date 3/22/20 Page 24 of 24



# State of New Hampshire

## Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HAMPTON AREA CHAMBER OF COMMERCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 21, 1940. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62299

Certificate Number: 0005245226



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of February A.D. 2021.

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

William M. Gardner  
Secretary of State


**Certificate of Authority**  
**Corporate Resolution**  
**(Corporation, Non-Profit Corporation)**

I, Dan Gray, **hereby certify** that I am duly elected Chairman of the Hampton Area Chamber of Commerce. I hereby certify the following is a true copy of a vote taken at a meeting of the Executive Board of Directors/shareholders, duly called and held on March 22, 2022, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That John Nyhan, President, is duly authorized to enter into contracts or agreements on behalf of the Hampton Area Chamber of Commerce with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

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

**DATED:** March 22, 2022

**ATTEST:**   
Dan Gray, Chairman of the Board



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2022

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

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

PRODUCER Tobey & Merrill Insurance 20 High Street  Hampton NH 03842-2214	CONTACT NAME: Edward Jackson AAI PHONE: (603) 928-7855 FAX: (603) 928-2135 E-MAIL: edward@tobeymerrill.com ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty INSURER B: AR-Liberty Mutual INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 29424
INSURED  Hampton Area Chamber Of 47 Winnacunnet Rd  Hampton NH 03842	

## COVERAGES

CERTIFICATE NUMBER: CL21122008462

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	04SBAUM4976	07/23/2021	07/23/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPIOP AGG \$ 4,000,000
	OTHER:					Non-owned \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	WC531S616908-011	08/02/2021	08/02/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 500,000					
	E.L. DISEASE - EA EMPLOYEE \$ 500,000					
	E.L. DISEASE - POLICY LIMIT \$ 500,000					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

## CERTIFICATE HOLDER

## CANCELLATION

NH Governor's Office for Emergency Relief and Recovery 1 Eagle Square  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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