



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

Requested Action – Award a Grant

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to award a grant to the County of Grafton, 3855 Dartmouth College Highway, Box, 1, N. Haverhill, New Hampshire, in the amount of \$332,000 for the purpose of assisting three organizations provide microenterprise training and technical assistance activities, upon Governor and Council approval for the period effective September 13, 2017 through June 30, 2018. **100% federal funds.**

Explanation

The County of Grafton is requesting CDBG funds to assist with training and technical assistance activities for small microenterprise businesses. If approved, the funds will be subgranted to three organizations; Grafton County Economic Development Council (GCEDC), located in Plymouth; Northern Community Investment Corporation (NCIC), located in Lancaster; and the Women's Rural Entrepreneurial Network (WREN), located in Bethlehem. Microenterprise training and technical assistance funds will be used to increase the income and economic stability of self-employed people and microenterprise businesses by helping them to access capital, provide business training and expanding market opportunities in Belknap, Carroll, Cheshire, Coos and Grafton counties. A minimum of one-hundred twenty-two (122) microenterprise businesses will be assisted collectively, and 100% of microenterprises served will be of low and moderate-income.

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. The funds for this contract are from the Community Development Block Grant Fund, which is intended to help municipalities solve development problems.

Sincerely,

Taylor Gaswell
Executive Director

TC/ml

Attachments

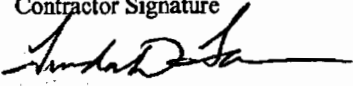
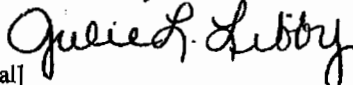

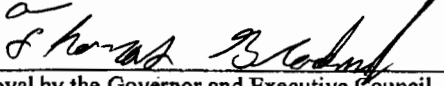
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 County of Grafton		1.4 Contractor Address 3855 Dartmouth College Highway, Box 1 North Haverhill, NH 03774	
1.5 Contractor Phone Number 603-787-6941	1.6 Account Number N/A	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$332,000
1.9 Contracting Officer for State Agency Robert Tourigny, 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 Linda D. Lauer, Chair Grafton County Board of Commissioners	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>July 25, 2017</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace JULIE L. LIBBY, Notary Public My Commission Expires August 14, 2018			
1.14 State Agency Signature  Date:		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:  On: <u>8/17/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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 This project shall consist of the awarding of \$332,000 in Community Development Block Grant (CDBG) funds to the County of Grafton ("Grantee"), of which \$305,000 is to be subgranted as follows: Grafton Regional Development Corporation (GRDC) (\$87,500), Northern Community Investment Corporation (NCIC) (\$92,500) and Women's Rural Entrepreneurial Network (WREN) (\$125,000) (collectively referred to as "Subrecipient") for Microenterprise Development Assistance Grants. Subgranted funds will be used by the Subrecipients to provide training and technical assistance services through the Subrecipients' and partner organizations microenterprise programs, to a collective minimum of 122 microenterprises throughout the State of which 100% will be of low- and moderate-income. Subgranted funds shall be set forth in each of the organization's Subrecipient Agreements attached hereto.

The microenterprise programs mission is to increase the income and economic stability of self-employed people and microenterprises, by helping them to access capital, business training and expanded market opportunities. These funds will support training and technical assistance services to low- and moderate-income business owners. Non-CDBG fund loans made to credit-worthy participating businesses will be funded by the Subrecipients and/or by partner organizations.

The specific reporting requirements for per cost per beneficiary, performance measures and goals for this grant are outlined in Attachments II-A, II-B, and II-C Subrecipient Agreements.

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 Subrecipients will collectively serve at least 122 microenterprise beneficiaries of which 100% will be of low- and moderate-income, as that term is defined in Cdfa 302.33 of the State's Administrative Rules.

2. GRANT ADMINISTRATION.

2.1 Grantee shall perform all activities as necessary to administer the CDBG funds in accordance with the provisions of this Agreement, and particularly the state and federal requirements referenced in Section 3.

2.2 Grantee has agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. All training and technical assistance shall be completed prior to the Grant Completion Date as stated in Section 1.7 of the General Provisions.

2.3 Grantee shall be permitted to request up to \$27,000 of CDBG funds for reimbursement of administrative Project Costs. In no event shall administrative costs reimbursable with Grant funds exceed fifteen percent (15%) of the total Grant Funds. Administrative costs shall be limited to the allowable costs as specified in OMB 2 CFR Part 200, as the same may be amended from time to time. Such costs include but are not limited to: preparation of environmental review, recordkeeping, reporting, audits and oversight of Project construction and compliance with all federal, state and local laws, rules and regulations.

2.4 Grantee shall enforce the terms and conditions of its Subrecipient Agreements, as provided herein. Grantee shall promptly notify Subrecipient in writing in the event of a default under the Subrecipient Agreements and shall aggressively pursue its remedies under said agreement for the benefit of the State.

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

2.6 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 Agreements as provided in this agreement or any Exhibits or attachments hereto.

2.7 Grantee or Grantee's consultant shall provide such training as is necessary to the Subrecipients to secure satisfactory performance of its duties and responsibilities under the Subrecipient Agreements.

2.8 Grantee shall enter into Closeout Agreements with the Subrecipients and CDFA, as required by CDFA.

2.9 Any construction undertaken in connection with the Project shall comply with all applicable state and local design, construction, building and safety codes.

3. FEDERAL COMPLIANCE

3.1 Grantee shall comply, and shall require any Subrecipient, contractor and subcontractor to comply, with the following federal and state laws and all applicable standards, rules, orders, 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, 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 (Han 100, et. seq.) also applies.

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 implementing 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:

(1) 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;

(2) 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;

(3) 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;

(4) 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 1988 (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.fsr.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). As 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 contract. As used in this contract, 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 AGREEMENTS.

4.1 Grantee shall enter into a Subrecipient Agreement with the four Subrecipients in a form satisfactory to CDFA and meeting the requirements of Attachments II-A, II-B, and II-C Subrecipient Agreement, Minimum Terms and Conditions, attached hereto and incorporated herein by reference.

4.2 The Subrecipient Agreements shall provide for the subgranting of \$305,000 in CDBG funds for the purposes described herein and consistent with the terms and conditions of this Agreement.

4.3 Grantee shall provide to CDFA for its review and approval the proposed Subrecipient Agreements prior to 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 executed copies of said Subrecipient Agreements.

4.4 Grantee shall cause the applicable provisions of this Exhibit 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 there are no match requirements in connection with this Grant Project.

5.2 If the funding sources become subject to change, substitute funding must be sufficient to satisfy the minimum match requirement cited for the project, and be acceptable to CDFA, whose approval will not be unreasonably withheld. The Grantee must ensure that the funding sources are documented and are made available.

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

6. SECURITY REQUIREMENTS.

Not Applicable to this Award.

7. ADDITIONAL GRANT REQUIREMENTS.

7.1 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.

7.2 Grantee shall prepare and adopt a financial management plan, approved by CDFA, which describes Grantee's system for receiving and expending the grant funds including the internal controls, which shall ensure compliance with Section 8 of this agreement. The plan shall be formally adopted prior to requesting Grant funds.

7.3 Grantee shall submit to CDFA, documentation of training and technical assistance given and expenditures received from the Subrecipients any time after June 30, 2016, with each Semi-annual Report and on the Grant Completion Date. Employment information shall be provided as set forth in Attachments II-A, II-B, II-C AND II-D, Subrecipient Agreements. All reporting, including additional documentation and reporting requirements from said Subrecipient Agreements shall be submitted via CDFA's Grants Management System (GMS).

7.4 In the event Grantee fails to enforce the provisions of the Subrecipient Agreements or fails to cure any event of default under the Subrecipient Agreements, 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 Agreements to CDFA.

Such assignment or delegation is to be effective only in the event of default in the Subrecipient's obligations to Grantee, under the terms and conditions of the Subrecipient Agreements.

7.5 CDFA shall have the right to terminate all or part of its obligations under this Agreement in the event that any official, employee, architect, engineer, attorney or inspector of, or for Grantee, or any government 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.

7.6 Where the Grant 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 to be returned by Grantee, the disposition of Grant Funds to be returned shall be determined solely by CDFA.

7.7 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.

7.8 Lobbying. Grantee certifies that:

7.8.1 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.

7.8.2 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.

7.8.3 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 Subrecipients shall certify and disclose accordingly.

7.9 Certification of Non-segregated 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:

7.10 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.

7.11 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 contract. 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.

7.12 In the event Grantee fails to enforce the provisions of the Subrecipient Agreements or fails to cure an Event of a Default under the Subrecipient Agreements, Grantee shall, upon demand by CDFA, assign and convey all or any part of its rights, title and interest or delegate all or any of its obligations under the Subrecipient Agreements to CDFA, such assignment or delegation to be effective only in the event of a default in Subrecipient's obligation to Grantee under the terms of the Subrecipient Agreements. In such event, Grantee agrees to pay and shall pay all reasonable costs and expenses incurred by CDFA in the enforcement of the Subrecipient obligations or in curing any Event of Default thereunder.

8. GRANTEE FINANCIAL MANAGEMENT SYSTEM.

8.1 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.

8.2 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 Subrecipient 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.

8.3 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 Subrecipient 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.

9. PROCUREMENT

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 (l).

10. REPORTS AND CLOSE OUT

10.1 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).

10.2 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 on forms provided by CDFA.

10.3 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.

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

10.5 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:

10.5.1 Within ninety (90) days after the Completion or Termination Date a copy of 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.

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

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

10.7 Specific Subrecipient Reporting. Several performance measures and goals reporting will be required from the Grantee via the Subrecipients as outlined in the attached Subrecipient Agreements for the four Subrecipient organizations: GCEDC, MWVEC, NCIC and WREN.

11. RECORDS AND ACCOUNTS: ACCESS

11.1 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:

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

11.1.2 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.

11.1.3 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.

12. TERMINATION; REMEDIES

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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 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, mortgage or other security, or in curing any Event of Default.

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 OMB 2 CFR 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 non-profit subrecipient, such subrecipient shall meet the requirements of OMB 2 CFR 200.

1.2 **Delivery Costs:** As used in 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 Cdfa Administrative Rule Pln 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 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 or Business & Employment Commitment Agreement, as applicable;

2.1.2 Documentation of other committed match funds or additional financing necessary as defined in Attachment I, "Sources and Uses", no earlier than date of application, as approved by CDFA, or date of Governor and Council approval;

2.1.3 Copies of required certificates of insurance from all parties to this agreement;

2.1.4 Certified payrolls documenting employment and positions in all U.S. operations and facilities, (a) no earlier than the date of application, as approved by CDFA, or (b) the date of Governor and Council approval;

2.1.5 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 and receipts 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 \$27,000 of Grant Funds may be applied by the Grantee for administrative costs in carrying out the requirements of this Agreement.

4.7 Up to \$305,000 of grant funds may be subgranted to Subrecipient for the purpose of providing training and technical assistance to microenterprises and for startup costs as described herein pursuant to the requirements of this Agreement.

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

**SOURCES AND USES BUDGET
 GRAFTON COUNTY MICROENTERPRISE
 Community Development Block Grant Program**

Sub Recipient	Total Award	# of beneficiaries
GRDC	\$87,500	35
NCIC	\$92,500	37
WREN	\$125,000	50

Administration breakdown – Grafton County – included in the total award above.

Category	Cost	# of applications	Total
Grant Administrator	\$6,000	3	\$18,000
Grant Writing Fee	\$2,000	3	\$ 6,000
Audit	\$ 500	3	\$ 1,500
Advertising	\$ 500	3	\$ 1,500
Total	\$9,000	3	\$27,000

ATTACHMENT II-A

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

The County of Grafton ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the Grafton Regional Development Corporation (GRDC) ("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. REPRESENTATION AND WARRANTIES.

Grafton Regional Development Corporation (GRDC) ("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 \$96,500 in Community Development Block Grant (CDBG) funds to the Grantee. The Grantee will retain \$9,000 of the grant for administrative costs associated with management of the grant and subgrant \$87,500 to the Subrecipient via this Subrecipient Agreement.

Subgranted funds will be used by the Subrecipient for staffing, marketing, outreach and equipment to support the training and technical assistance programs through the Subrecipient and its partner, Plymouth State University, to a minimum of 35 low- and moderate-income entrepreneurs in Grafton and Belknap Counties, with 100% of persons served being of low- and moderate-income status. Loans to credit worthy participating businesses will be made by the Subrecipient or Belknap County Economic Development Council.

The activities to be funded pursuant to this Subrecipient Agreement shall be limited to reimbursement of a pro-rata cost of \$2500 for each low- and moderate-income beneficiary enrolled in the training and technical assistance programs and/ or for loan processing costs per beneficiary.

3. SUBRECIPIENT REQUIREMENTS.

3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy employment commitments, for the project purpose, which is the training and technical assistance for 35 beneficiaries, of which one-hundred percent (100%) will be low- and moderate-income persons, as set forth in Exhibit A.

3.2 Security.

Not Applicable to this Award.

3.3 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.

3.4 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.

4. MICROENTERPRISE ASSISTANCE LIMITATIONS.

Under HUD guidelines, specific to microenterprise assistance, microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of new microenterprise beneficiaries shall be reviewed and tracked and are based upon their initial enrollment in programs. New beneficiaries are those enrolled at any time after June 30, 2017 or upon Governor and Council approval, through the grant period end date as outlined in Section 1.7 of the General Provisions.

5. REPORTING REQUIREMENTS: ANNUAL, SEMI-ANNUAL AND CLOSEOUT AGREEMENTS.

5.1 Semi Annual reports shall be submitted to the Grantee 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. Grantee shall submit these reports to CDFA by July 15 and January 15. 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.

5.2 Subrecipient Reporting to Grantee. The Subrecipient, in compliance with this Subrecipient Agreement, is required to submit training and technical assistance applicant information to the Grantee and CDFA as set forth in Section 6.

5.3 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.

5.4 Annual 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.

5.6 All Reporting shall be submitted via CDFA's Grants Management System (GMS).

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

6.1 The Subrecipient shall submit its self-sufficiency ratio for the current fiscal year end and will project the ratio for the three years that follow for each annual report.

6.2 At the start of each beneficiary's enrollment, Subrecipient shall provide the baseline of beneficiary microenterprises enrolled in the training and technical assistance programs, by county, since the last reporting period and at the end of the grant period, in order to determine eligibility and to comply with Section 4. Data derived shall be from the Family Income Verification Form, provided on Attachment III. In addition, Subrecipient shall collect further baseline information and report on their outcome goals for the program, including the microenterprise's gross revenue, owner's draw, number of employees, and whether they qualified for traditional financing and/or acquired a loan and source and amount of loan, as set forth in Attachment IV, Beneficiary Outcomes Report.

6.3 Subrecipient shall document income changes as well as notable successes for its beneficiaries as a result of their participation in Subrecipient's programs.

6.4 Copies of the Family Income Verification forms are to be submitted, signed by all participants, from the Subrecipient. The Family Income Verification form documents family income status and the designation of beneficiary minority or protected class status.

6.5 The Subrecipient shall provide to the Grantee, a listing of member loans at the end of the program year.

6.6 Subrecipient shall only request CDBG reimbursement for LMI beneficiaries on a pro-rata basis at a rate of \$2500 for all beneficiaries.

6.7 All documentation shall be submitted via CDFA's Grants Management System (GMS).

7. TRAINING AND JOB CREATION/RETENTION BENEFIT TO PERSONS FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.

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 households 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.

The Grantee and Subrecipient agree that the primary purpose of the Project is to provide training and technical assistance to at least thirty five (35) microenterprise beneficiaries. Of the thirty five (35) beneficiaries served, one-hundred percent (100%) shall be filled by persons from low- and moderate-income households, using the income limits as described above, and as provided in Attachment III, "Family Income Verification Form". Subrecipient agrees to maintain and provide documentation that it has complied with the income limits requirement using Income Verification Forms provided by the Grantee.

8. GRANT OF FUNDS/MATCHING FUNDS.

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.

8.1 There is no match requirement in connection with this agreement.

9. SCHEDULE AND GRANT COMPLETION.

- 9.1 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.
- 9.2 Grant Completion Date. All work shall be completed prior to the Grant Completion Date as outlined in Section 1.7 of the General Provisions. All employment commitments shall be accomplished by that date. This date may be extended only with the permission of the Grantee, CDFA, and the Governor and Council.
- 9.3 Project Delays. Should the Project encounter delays relating to financing, construction or other events that may affect the Subrecipient's ability to create the jobs within the specified Grant Completion Date, the Subrecipient and Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests shall then be forwarded to Governor and Council for final approval.

10. INSURANCE AND TAXES

10.1 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 and workers compensation 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 per occurrence and \$2,000,000 aggregate and as further set forth in the General Provisions.

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.

10.2 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.

10.3 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 will not be unreasonably withheld.

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11.1 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, and all lien documents.

11.2 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.

11.3 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.

12. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient 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 or the Grantee, which immunity is hereby reserved to the State and the Grantee. This covenant shall survive the termination or expiration of this Agreement.

13. MAINTENANCE OF CORPORATE EXISTENCE.

13.1 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 required to do business.

13.2 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 providing training and technical assistance opportunities for low- and moderate-income persons, during the Grant Period, as required pursuant to this agreement.

14. EVENTS OF DEFAULT.

The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

- (a) Any Event of Default by Subrecipient under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to accomplish the required training and technical assistance benefit to low- and moderate-income persons;
- (b) The Subrecipient's failure to comply with the employment reporting requirements as specified herein;
- (c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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;

- (h) 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;
- (i) 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
- (j) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.
- (k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee, and CDFA to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its employment obligations as provided herein. Said monthly reports to continue until the employment commitments are achieved.
- (l) The continued failure of the Subrecipient to achieve its employment commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give rise to any of the remedies available to the Grantee, as set forth therein.

15. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

15.1 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.

- (a) Terminate this Agreement, effective immediately upon giving notice of termination;
- (b) 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;
- (c) 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;
- (d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;
- (e) Foreclose under any available security instrument created under this agreement; and
- (f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

15.2 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.

15.3 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.

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

- (a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.
- (b) 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.
- (c) 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, if applicable.
- (d) 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.
- (e) 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.
- (f) No statement of fact made by or on behalf of Subrecipient in any of the agreement 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.
- (g) No Event of Default has occurred and is continuing under this Agreement 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 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, the 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.

13. MISCELLANEOUS PROVISIONS.

13.1 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.

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

13.3 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.

13.4 Amendments. 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.

13.5 Maintenance of Project. 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. This shall include all property improvements made as a result of this Project, if applicable.

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

13.7 Publicity and Signage.

13.7.1 Public Relations. The Subrecipient shall grant CDFA the right to use the Subrecipient'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.

13.7.2 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.

13.7.3 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.

ATTACHMENT II-B

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

The County of Grafton (“Grantee”) hereby warrants and agrees that the Subrecipient Agreement with the North Country Investment Corporation (NCIC) (“Subrecipient”) to be executed in conformance with the requirements of Exhibit A of the Grant Agreement shall be subject to approval by CDFR. 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. REPRESENTATION AND WARRANTIES.

North Country Investment Corporation (NCIC) (“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 \$101,500 in Community Development Block Grant (CDBG) funds to the Grantee. The Grantee will retain \$9,000 of the grant for administrative costs associated with management of the grant and subgrant \$92,500 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient’s commitment is to increase the income and economic stability of microenterprises, by helping them to access capital, business training and expanded market opportunities. Subgranted funds will be used by the Subrecipient to provide training and technical assistance programs through the Subrecipient, to a minimum of 37 low- and moderate-income entrepreneurs in Coos, Grafton and Carroll Counties, with 100% of persons served being of low- and moderate-income status. Loans to credit worthy participating businesses will be made by the Subrecipient.

The activities to be funded pursuant to this Subrecipient Agreement shall be limited to reimbursement of a pro-rata cost of \$2500 for each low- and moderate-income beneficiary enrolled in the training and technical assistance programs and/ or for loan processing costs per beneficiary. Low income businesses are not required to provide a 30% match for technical assistance.

3. SUBRECIPIENT REQUIREMENTS.

3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy employment commitments, for the project purpose, which is the training and technical assistance for 37 beneficiaries, of which one-hundred percent (100%) will be low- and moderate-income persons, as set forth in Exhibit A.

3.2 Security.

Not Applicable to this Award.

3.3 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.

3.4 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.

4. MICROENTERPRISE ASSISTANCE LIMITATIONS.

Under HUD guidelines, specific to microenterprise assistance, microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of new microenterprise beneficiaries shall be reviewed and tracked and are based upon their initial enrollment in programs. New beneficiaries are those enrolled at any time after June 30, 2017 or upon Governor and Council approval, through the grant period end date as outlined in Section 1.7 of the General Provisions.

5. REPORTING REQUIREMENTS: ANNUAL, SEMI-ANNUAL AND CLOSEOUT AGREEMENTS.

5.1 Semi Annual reports shall be submitted to the Grantee 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. Grantee shall submit these reports to CDFA by July 15 and January 15. 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.

5.2 Subrecipient Reporting to Grantee. The Subrecipient, in compliance with this Subrecipient Agreement, is required to submit training and technical assistance applicant information to the Grantee and CDFA as set forth in Section 6.

5.3 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.

5.4 Annual 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.

5.6 All Reporting shall be submitted via CDFA's Grants Management System (GMS).

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

6.1 The Subrecipient shall submit its self-sufficiency ratio for the current fiscal year end and will project the ratio for the three years that follow for each annual report.

6.2 At the start of each beneficiary's enrollment, Subrecipient shall provide the baseline of beneficiary microenterprises enrolled in the training and technical assistance programs, by county, since the last reporting period and at the end of the grant period, in order to determine eligibility and to comply with Section 4. Data derived shall be from the Family Income Verification Form, provided on Attachment III. In addition, Subrecipient shall collect further baseline information and report on their outcome goals for the program, including the microenterprise's gross revenue, owner's draw, number of employees, and whether they qualified for traditional financing and/or acquired a loan and source and amount of loan, as set forth in Attachment IV, Beneficiary Outcomes Report.

6.3 Subrecipient shall document income changes as well as notable successes for its beneficiaries as a result of their participation in Subrecipient's programs.

6.4 Copies of the Family Income Verification forms are to be submitted, signed by all participants, from the Subrecipient. The Family Income Verification form documents family income status and the designation of beneficiary minority or protected class status.

6.5 The Subrecipient shall provide to the Grantee, a listing of member loans at the end of the program year.

6.6 Subrecipient shall only request CDBG reimbursement for LMI beneficiaries on a pro-rata basis at a rate of \$2500 for all beneficiaries.

6.7 All documentation shall be submitted via CDFA's Grants Management System (GMS).

7. TRAINING AND JOB CREATION/RETENTION BENEFIT TO PERSONS FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.

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 households 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.

The Grantee and Subrecipient agree that the primary purpose of the Project is to provide training and technical assistance to at least thirty seven (37) microenterprise beneficiaries. Of the thirty seven (37) beneficiaries served, one-hundred percent (100%) shall be filled by persons from low- and moderate-income households, using the income limits as described above, and as provided in Attachment III, "Family Income Verification Form". Subrecipient agrees to maintain and provide documentation that it has complied with the income limits requirement using Income Verification Forms provided by the Grantee.

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9.2 Grant Completion Date. All work shall be completed prior to the Grant Completion Date as outlined in Section 1.7 of the General Provisions. All employment commitments shall be accomplished by that date. This date may be extended only with the permission of the Grantee, CDFA, and the Governor and Council.

9.3 Project Delays. Should the Project encounter delays relating to financing, construction or other events that may affect the Subrecipient' ability to create the jobs within the specified Grant Completion Date, the Subrecipient and Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests shall then be forwarded to Governor and Council for final approval.

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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.

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11.2 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.

11.3 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.

12. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient 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 or the Grantee, which immunity is hereby reserved to the State and the Grantee. This covenant shall survive the termination or expiration of this Agreement.

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13.1 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 required to do business.

13.2 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 providing training and technical assistance opportunities for low- and moderate-income persons, during the Grant Period, as required pursuant to this agreement.

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- (b) The Subrecipient's failure to comply with the employment reporting requirements as specified herein;
- (c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;
- (d) 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;
- (e) 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;
- (f) 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;

- (g) 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;
- (h) 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;
- (i) 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
- (j) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.
- (k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee, and CDFA to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its employment obligations as provided herein. Said monthly reports to continue until the employment commitments are achieved.
- (l) The continued failure of the Subrecipient to achieve its employment commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give rise to any of the remedies available to the Grantee, as set forth therein.

15. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

15.1 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.

- (a) Terminate this Agreement, effective immediately upon giving notice of termination;
- (b) 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;
- (c) 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;
- (d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;
- (e) Foreclose under any available security instrument created under this agreement; and
- (f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

15.2 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.

15.3 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.

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

- (a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.
- (b) 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.
- (c) 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, if applicable.
- (d) 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.
- (e) 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.
- (f) No statement of fact made by or on behalf of Subrecipient in any of the agreement 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.
- (g) No Event of Default has occurred and is continuing under this Agreement 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 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, the 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.

13. MISCELLANEOUS PROVISIONS.

13.1 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.

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

13.3 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.

13.4 Amendments. 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.

13.5 Maintenance of Project. 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. This shall include all property improvements made as a result of this Project, if applicable.

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

13.7 Publicity and Signage.

13.7.1 Public Relations. The Subrecipient shall grant CDFA the right to use the Subrecipient'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.

13.7.2 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.

13.7.3 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.

ATTACHMENT II-C

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

The County of Grafton ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with the Women's Rural Entrepreneurial Network (WREN) ("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. REPRESENTATION AND WARRANTIES.

Women's Rural Entrepreneurial Network (WREN) ("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 \$134,000 in Community Development Block Grant (CDBG) funds to the Grantee. The Grantee will retain \$9,000 of the grant for administrative costs associated with management of the grant and subgrant \$125,000 to the Subrecipient via this Subrecipient Agreement.

The Subrecipient's commitment is to increase the income and economic stability of microenterprises, by helping them to access capital, business training and expanded market opportunities. Subgranted funds will be used by the Subrecipient to provide training and technical assistance programs through the Subrecipient, to a minimum of 50 low- and moderate-income entrepreneurs in Coos, Grafton and Carroll Counties, with 100% of persons served being of low- and moderate-income status.

The activities to be funded pursuant to this Subrecipient Agreement shall be limited to reimbursement of a pro-rata cost of \$2500 for each low- and moderate-income beneficiary enrolled in the training and technical assistance programs and/ or for loan processing costs per beneficiary.

3. SUBRECIPIENT REQUIREMENTS.

3.1 Performance Requirements. The Grantee shall enter into an agreement with Subrecipient in order to satisfy employment commitments, for the project purpose, which is the training and technical

assistance for 50 beneficiaries, of which one-hundred percent (100%) will be low- and moderate-income persons, as set forth in Exhibit A.

3.2 Security.

Not Applicable to this Award.

3.3 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.

3.4 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.

4. MICROENTERPRISE ASSISTANCE LIMITATIONS.

Under HUD guidelines, specific to microenterprise assistance, microenterprise beneficiaries are limited to CDBG funding for a period of three (3) years. To determine compliance, the eligibility of new microenterprise beneficiaries shall be reviewed and tracked and are based upon their initial enrollment in programs. New beneficiaries are those enrolled at any time after June 30, 2017 or upon Governor and Council approval, through the grant period end date as outlined in Section 1.7 of the General Provisions.

5. REPORTING REQUIREMENTS: ANNUAL, SEMI-ANNUAL AND CLOSEOUT AGREEMENTS.

5.1 Semi Annual reports shall be submitted to the Grantee 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. Grantee shall submit these reports to CDFA by July 15 and January 15. 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.

5.2 Subrecipient Reporting to Grantee. The Subrecipient, in compliance with this Subrecipient Agreement, is required to submit training and technical assistance applicant information to the Grantee and CDFA as set forth in Section 6.

5.3 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.

5.4 Annual 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.

5.6 All Reporting shall be submitted via CDFA's Grants Management System (GMS).

6. INITIAL SUBRECIPIENT DOCUMENTATION AND SPECIFIC REPORTING REQUIREMENTS.

6.1 The Subrecipient shall submit its self-sufficiency ratio for the current fiscal year end and will project the ratio for the three years that follow for each annual report.

6.2 At the start of each beneficiary's enrollment, Subrecipient shall provide the baseline of beneficiary microenterprises enrolled in the training and technical assistance programs, by county, since the last reporting period and at the end of the grant period, in order to determine eligibility and to comply with Section 4. Data derived shall be from the Family Income Verification Form, provided on Attachment III. In addition, Subrecipient shall collect further baseline information and report on their outcome goals for the program, including the microenterprise's gross revenue, owner's draw, number of employees, and whether they qualified for traditional financing and/or acquired a loan and source and amount of loan, as set forth in Attachment IV, Beneficiary Outcomes Report.

6.3 Subrecipient shall document income changes as well as notable successes for its beneficiaries as a result of their participation in Subrecipient's programs.

6.4 Copies of the Family Income Verification forms are to be submitted, signed by all participants, from the Subrecipient. The Family Income Verification form documents family income status and the designation of beneficiary minority or protected class status.

6.5 The Subrecipient shall provide to the Grantee, a listing of member loans at the end of the program year.

6.6 Subrecipient shall only request CDBG reimbursement for LMI beneficiaries on a pro-rata basis at a rate of \$2500 for all beneficiaries.

6.7 All documentation shall be submitted via CDFA's Grants Management System (GMS).

7. TRAINING AND JOB CREATION/RETENTION BENEFIT TO PERSONS FROM LOW- AND MODERATE-INCOME HOUSEHOLDS.

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 households 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.

The Grantee and Subrecipient agree that the primary purpose of the Project is to provide training and technical assistance to at least fifty (50) microenterprise beneficiaries. Of the fifty (50) beneficiaries served, one-hundred percent (100%) shall be filled by persons from low- and moderate-income households, using the income limits as described above, and as provided in Attachment III, "Family Income Verification Form". Subrecipient agrees to maintain and provide documentation that it has complied with the income limits requirement using Income Verification Forms provided by the Grantee.

8. GRANT OF FUNDS/MATCHING FUNDS.

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.

8.1 There is no match requirement in connection with this agreement.

9. SCHEDULE AND GRANT COMPLETION.

- 9.1 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.
- 9.2 Grant Completion Date. All work shall be completed prior to the Grant Completion Date as outlined in Section 1.7 of the General Provisions. All employment commitments shall be accomplished by that date. This date may be extended only with the permission of the Grantee, CDFA, and the Governor and Council.
- 9.3 Project Delays. Should the Project encounter delays relating to financing, construction or other events that may affect the Subrecipient's ability to create the jobs within the specified Grant Completion Date, the Subrecipient and Grantee shall submit a written request for a time extension to CDFA, describing the reason for delay. Grant completion time extension requests shall then be forwarded to Governor and Council for final approval.

10. INSURANCE AND TAXES

10.1 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 and workers compensation 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 per occurrence and \$2,000,000 aggregate, and as further set forth in the General Provisions.

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.

10.2 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.

10.3 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 will not be unreasonably withheld.

11. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS.

11.1 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, and all lien documents.

11.2 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.

11.3 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.

12. INDEMNIFICATION.

Subrecipient shall defend, indemnify and hold harmless the Grantee, the State of New Hampshire, and the CDFA, their officers and employees, from and against any and all losses suffered by the Grantee, the State, or CDFA, their officers or employees, and any and all claims, liabilities or penalties asserted against the Grantee, the State or CDFA, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to Subrecipient 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 or the Grantee, which immunity is hereby reserved to the State and the Grantee. This covenant shall survive the termination or expiration of this Agreement.

13. MAINTENANCE OF CORPORATE EXISTENCE.

13.1 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 required to do business.

13.2 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 providing training and technical assistance opportunities for low- and moderate-income persons, during the Grant Period, as required pursuant to this agreement.

14. EVENTS OF DEFAULT.

The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

- (a) Any Event of Default by Subrecipient under the Grant Agreement, and related documents including, but not limited to, the failure of the Subrecipient to accomplish the required training and technical assistance benefit to low- and moderate-income persons;
- (b) The Subrecipient's failure to comply with the employment reporting requirements as specified herein;
- (c) Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, without the prior written consent of the Grantee;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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;

- (h) 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;
- (i) 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
- (j) Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.
- (k) In the event that the Subrecipient fails to serve the minimum number of Low- and Moderate-Income beneficiaries, as provided in this Agreement, then the Subrecipient shall confer forthwith with the Grantee, and CDFA to develop a mutually acceptable plan pursuant to which it will rectify any reporting shortfalls and maintain the required minimums. In such event, the Subrecipient shall also provide Grantee with monthly updates containing information in a form reasonably satisfactory to the Grantee, in order for the Grantee and Subrecipient to determine whether it is in compliance with such plan and its employment obligations as provided herein. Said monthly reports to continue until the employment commitments are achieved.
- (l) The continued failure of the Subrecipient to achieve its employment commitments as required herein for ninety (90) days following the date specified for such requirement shall constitute an event of default, which may give rise to any of the remedies available to the Grantee, as set forth therein.

15. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

15.1 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.

- (a) Terminate this Agreement, effective immediately upon giving notice of termination;
- (b) 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;
- (c) 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;
- (d) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;
- (e) Foreclose under any available security instrument created under this agreement; and
- (f) Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged under the loan with the Subrecipient.

15.2 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.

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- (a) Subrecipient will obtain all necessary approvals and all necessary permits for the operation of its business from all governmental authorities having jurisdiction.
- (b) 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.
- (c) 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, if applicable.
- (d) 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.
- (e) 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.
- (f) No statement of fact made by or on behalf of Subrecipient in any of the agreement 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.
- (g) No Event of Default has occurred and is continuing under this Agreement 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 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, the 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.

13. MISCELLANEOUS PROVISIONS.

13.1 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.

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

13.3 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.

13.4 Amendments. 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.

13.5 Maintenance of Project. 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. This shall include all property improvements made as a result of this Project, if applicable.

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

13.7 Publicity and Signage.

13.7.1 Public Relations. The Subrecipient shall grant CDFA the right to use the Subrecipient'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.

13.7.2 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.

13.7.3 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.

ATTACHMENT III
FAMILY INCOME VERIFICATION FORMS
FOR

PLEASE CONTACT CDFA FOR INCOME VERIFICATION FORMS

**ATTACHMENT IV
 BENEFICIARY OUTCOMES REPORT**

**CDBG
 Microenterprise Grant**

Insert Subrecipient name

Name	
Business Name	

	Year:	Year:	Year:
Net Profit:			
Income:			
Expense:			
Net:			
Total Debt (loan) Capital Raised:			
Total Equity (investors) Capital Raised:			
Total Personal Equity Invested:			
Total Grant Funding Raised:			
Merger or Acquisition? Yes or No			
Closure? Yes or No			
Staffing at Year End:			
FT Positions (including self)			
PT Positions (Including self)			
Salaries and Wages Paid			
Owners Draw			
Satisfaction with Business Performance:	1	2	3
Satisfaction with Personal Mgmt Performance:	4	5	6
	7	8	9
	10		



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: Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774		Member Number: 603	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
<small> The following table lists the categories of coverage provided by this certificate. The coverage provided may vary from year to year. The coverage provided may be subject to change without notice. </small>				
<input type="checkbox"/>	General Liability (Occurrence Form)			Each Occurrence
<input type="checkbox"/>	Professional Liability (describe)			General Aggregate
<input type="checkbox"/>	Claims Made	<input type="checkbox"/>	Occurrence	Fire Damage (Any one fire)
				Med Exp (Any one person)
<input type="checkbox"/>	Automobile Liability			Combined Single Limit (Each Accident)
	Deductible Comp and Coll:			Aggregate
	Any auto			
X	Workers' Compensation & Employers' Liability	7/1/2017	7/1/2018	X 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
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301			By: <i>Tammy Dwyer</i>
			Date: 7/17/2017 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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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.

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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
			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)	
<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, 17-405-CDMC, 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: <i>Tammy Denver</i> Date: 8/15/2017 tdenver@nhprimex.org Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301				

CERTIFICATE

I, Wendy Piper, Clerk of Grafton County, New Hampshire do hereby certify that 1) at the public hearings and meeting held on March 21, 2017, the County Commissioners voted to accept Community Development Block Grant funds and enter into a contract with the Community Development Finance Authority; 2) the County Commissioners further authorized the Chairman, Board of Commissioners to execute any documents which may be necessary to effectuate this contract (3) 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:

Linda Lauer, Chairman Board of Commissioners
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Grafton County, New Hampshire this 25 day of July, 2017.

Wendy Piper
Name: _____
County Clerk

CERTIFICATION OF GRANTEE'S ATTORNEY

I, Lara Saff acting as Attorney for the County of Grafton, 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 N. Hanover this 26 day of July 2017.



Signature of Grantee's Attorney

Applicant	County of Grafton and County of Cheshire
Subrecipients (6)	<ol style="list-style-type: none"> 1. Hannah Grimes Center 2. UNH – New Hampshire Small Business Development Center – Pathways to Work 3. Rockingham Economic Development Corporation of Southern New Hampshire d/b/a Regional Economic Development Center 4. Grafton Regional Development Corporation 5. Northern Community Investment Corporation 6. Women’s Rural Enterprise Network
Project Name	Microenterprise Program
Project Location	State wide
Award	\$749,365
Total Businesses served	274
HUD CDBG National Objective	Microenterprise assistance (570.208 (a) 2(iii))
HUD CDBG Eligible Activity	Microenterprise assistance (18C) LMCMC Low/mod limited clientele, micro-enterprises

Project Description & Introduction

The County of Cheshire submitted an application on behalf of three organizations to provide a full range of entrepreneurial training and technical assistance services to low- to moderate-income (LMI) micro-business owners and others who are planning to start micro-businesses across New Hampshire.

The County of Grafton submitted an application on behalf of three organizations to provide a full range of entrepreneurial training and technical assistance services to low- to moderate-income (LMI) micro-business owners and others who are planning to start micro-businesses across New Hampshire.

The New Hampshire State rules for micro enterprise funding allow one municipality to apply for up to \$500,000 in funding for sub recipients who provide training and technical assistance to microenterprises. The 2017 allocation of Community Development Block Grant (CDBG) funds for support of microenterprise programs is \$750,000; therefore two municipalities needed to apply for the funds on behalf of the applicants.

“Microenterprise Development Assistance” has been a funding category in the New Hampshire State CDBG program since 1998 as a sub-category of Economic Development. By HUD definition, the term “microenterprise” means a commercial enterprise that has 5 or fewer employees, 1 or more of whom owns the enterprise. Microenterprise funding has enabled many small New Hampshire businesses to get much needed business planning, marketing, financial management and business structuring technical assistance in order to develop and expand their businesses.

REQUESTS

Sub Recipient	Program request	Administration Request	Proposed # of Beneficiaries	Total
GRDC	\$ 87,500	\$ 9,000	35	\$ 96,500
Hannah Grimes	\$ 137,500	\$ 12,455	55	\$ 149,955
NCIC	\$ 100,000	\$ 9,000	40	\$ 109,000
Pathways to Work	\$ 125,000	\$ 12,455	50	\$ 137,455
REDC	\$ 125,000	\$ 12,455	50	\$ 137,455
WREN	\$ 125,000	\$ 9,000	50	\$ 134,000
Totals	\$700,000	\$64,365	280	\$764,365

I. Grafton Regional Development Corporation (GRDC):

The Grafton Regional Development Corporation (GRDC), formerly the Grafton County Economic Development Corporation (GCEDC), is a regional development corporation serving the financial and economic development needs of businesses and communities in Grafton County, NH. GRDC is co-owner of the Enterprise Center at Plymouth (ECP), a business incubator that supports entrepreneurs, small business owners, and economic development in central NH by providing one-on-one counseling, mentoring, business education programs, networking opportunities, and leased space. The business incubator is located at One Bridge Street in downtown Plymouth.

The facility is used by the GRDC to offer workshops and seminars to micro enterprises from both Grafton and Belknap counties and to provide office space for a Small Business Development Center (SBDC) counselor.

Workshops and seminars are a broad-based approach to micro-enterprise business assistance which can provide information-based as well as hands-on training in a finite amount of time with each entrepreneur. This training is supplemented with one-on-one, in-depth counseling with the SBDC counselor and additional mentoring for those micro-enterprise entrepreneurs needing more support. Technical assistance for these entrepreneurs is offered mostly in-house but also through other specialized business assistance organizations. The SBDC counselor, GRDC's Micro Program Assistant and GRDC's loan officer all work as a team providing a broad array of technical assistance services and training as well as assistance on financing and micro loans.

Proposed project

CDBG funds will support economic growth and entrepreneurial development education through entrepreneurship and enterprise development. To achieve this mission, GRDC recruits, educates, and nurtures entrepreneurial talent to fuel growth and create wealth throughout central and northern NH.

GRDC will offer a full range of entrepreneurial training and technical assistance services including:

- Lending advice and counseling,
- Seminars and workshops specifically created to expose local micro-entrepreneurs to a host of business related subjects,
- One-on-one in depth counseling and mentoring to a smaller, select group of micro-enterprise entrepreneurs that show promise for success and growth,
- APEX program, an 8-week intensive business assistance program, which takes small businesses with a viable and sustainable business idea or concept and assists them develop a thorough strategic business and marketing plan.
- Counseling with a loan officer to assist clients on issues related to finance and debt.

Summary of the Request

The CDBG grant award will allow GRDC to assist 35 low- to moderate-income (LMI) individuals in program year 2017-2018.

The CDBG funds will be used for staffing, marketing and outreach, and travel. Training and workshops will be held at the ECP and other locations throughout Grafton and Belknap Counties depending on course content and partners. The EPC will provide a "one-stop shopping" location for businesses throughout the region seeking ad hoc advice and counseling.

II. Hannah Grimes Center, Inc.

Hannah Grimes Market Place, a for-profit entity, opened a storefront in downtown Keene in 1997 with a vision and a plan to create a thriving marketplace for local products.

The marketplace offers unique hand crafted and homegrown products and now includes more than 250 artisans, cooks and farmers who create and sell a wide variety of high quality products. Hannah Grimes supports the local producers through their non-profit arm, the Hannah Grimes Center (HGC), which helps them achieve market readiness and find viable markets for their products.

HGC is in its 18th year of providing training and technical assistance to entrepreneurs to build strong local businesses which become the seeds of the next generation of larger businesses and continued economic success for the Southwest New Hampshire region.

Proposed project

CDBG funds will allow Hannah Grimes to continue and to expand a full range of entrepreneurial training and technical assistance services including:

- The Business Incubator Program,
- Workshops & One-on-One Assistance,
- Mentor Monadnock,
- The Entrepreneur Project,
- The Business Start Up Lab

Summary of Request

The CDBG grant award will allow Hannah Grimes to assist 55 low- to moderate-income (LMI) individuals in program year 2017-2018.

The CDBG funds will be used primarily for staff time. Through training and technical assistance, the Hannah Grimes Center is helping to build strong local businesses which become the seeds of the next generation of larger businesses and continued economic success for the region. Through an extensive series of classes and workshops, as well as one-on-one advice and technical assistance to those who want to increase their entrepreneurial knowledge and skills, Hannah Grimes helps local business grow and strengthens the community.

III. Northern Community Investment Corporation (NCIC):

NCIC was established in 1975 as a non-profit, certified Community Development Financial Institution (CDFI) working to address regional economic challenges in Northern NH and Vermont. NCIC has a diverse Board of Directors, sixteen employees and offices in Plymouth and Lancaster, NH and Saint Johnsbury, VT. NCIC focuses on building partnerships and developing creative and effective solutions for individual businesses, communities and the region, to ensure the region continues to offer a strong and growing business climate and diverse employment opportunities.

NCIC's services include lending, technical assistance for businesses, and community development initiatives that include tourism, telecommunications, energy, and agricultural development. NCIC works to build on entrepreneurial passion to provide the practical business advice and education business owners need to achieve long-term success.

Their development services include:

- **Business Services North:** NCIC partners with the Small Business Development Center and White Mountains Community College to offer a one-stop shop for business referrals. By coordinating their resources with their partners' business expertise, they provide a full range of development services to new and growing businesses. SBDC provides business planning for start-ups; the College provides training; and NCIC helps address capital needs and additional development services.
- **Technical Assistance Cost Share:** Small businesses often don't have the cash or income to access the high quality professional services they need to grow. NCIC offers a matching cost share program which helps small business owners pay for professional services such as feasibility studies, architectural designs, patents, energy audits, legal assistance, accounting, and marketing support. Due to funding limitations, NCIC has focused their Technical Assistance Cost Share program to Vermont business for a number of years. CDBG funds would allow NCIC to expand the program to needy micro businesses in New Hampshire.

Proposed Project

CDBG funds would allow NCIC to expand its training and technical assistance services to New Hampshire businesses including:

- **Financial Management Coaching:** Many small business owners don't know how to create, read, or analyze their own financial statements. This is one of the most common challenges for a small business and NCIC identifies it as potentially the most devastating to business viability. NCIC will provide 1-on-1 coaching and group training to increase the business owners' financial literacy.
- **Marketing Coaching:** NCIC provides coaching to help entrepreneurs develop or revise their marketing strategies to include website and social media, signage, merchandising, advertising, and even "curb appeal."
- **Business Coaching:** NCIC educates entrepreneurs in organizational management techniques, quality customer service, new technologies, product pricing, and developing a customer base.
- **Hiring professional consultants (after a competitive solicitation process)** to provide the assistance needed by the business. The majority of funds would be to support this assistance.

Summary of the request

The CDBG grant award will allow NCIC to assist 37 low- to moderate-income (LMI) individuals in program year 2017-2018.

The CDBG funds will be used to strengthen microenterprises in Carroll, Coos and Grafton Counties by supporting staff time. These funds will allow businesses to receive the assistance they need in order to

build their skills and develop their capacity. The services may be offered in-house, for example, financial management coaching, or may be offered through contractual agreement with a professional consultant. NCIC maintains lists of consultants that are shared with businesses seeking assistance, or the business is free to choose a vendor they are familiar with or have worked with in the past.

IV. UNH - New Hampshire Small Business Development Center – Pathways to Work:

The NH SBDC is an outreach program of UNH's Peter T. Paul School of Business & Economics which provides one-on-one management assistance and educational programs to more than 3,000 NH small businesses annually. Pathways to Work (PTW) is a program of the NH SBDC and New Hampshire Employment Security. It was developed in 2010 and designed to assist unemployment benefit claimants interested in becoming self-employed get assistance in building viable businesses while receiving unemployment benefits.

PTW is a voluntary program to assist persons claiming unemployment benefits with starting their own businesses. The program allows eligible unemployed claimants to continue to receive their unemployment benefits while working full time to start businesses. The program allows potential micro-entrepreneurs to access the resources, information, and training they need to get their businesses off the ground. Candidates for the program include all NH residents who are unemployed and collecting NH unemployment compensation benefits and who are identified as likely to exhaust regular unemployment benefits before finding new work. PTW addresses the need to help individuals who have been laid off in industries that are unlikely to re-hire them but who have a credible business idea and a strong drive to build it. It is an innovative program that acts as economic stimulus by developing new businesses which create jobs and generate revenues back to the State.

Proposed Project

CDBG funds will allow NH SBDC to offer a full range of entrepreneurial training and technical assistance services to PTW clients including:

- More than 25 online e-courses in topics such as finance, management and marketing,
- Classes on Starting a Business in New Hampshire and Financing a Business in New Hampshire,
- Courses on how to use social media for business, exporting, and starting an e-commerce business,
- Workshops on specialized topics such as Small Business Innovation Research (SBIR), business planning and construction safety,
- And educational programming consisting of monthly speakers on topics of interest to all PTW participants, e.g. choosing an organizational structure, QuickBooks, business planning, etc. as well as a program specific short and long term impact measurements.

Summary of the request

The CDBG grant award will allow UNH – SBDC to assist 47 (LMI) Pathway to Work clients in program year 2017-2018.

The CDBG funds will be used to support training and technical assistance. NH SBDC services are delivered in individualized business advising sessions by nationally certified business counselors who have advanced degrees and have owned/managed a business. Advising assistance is supplemented by providing individualized education opportunities to participants.

V. Rockingham Economic Development Corporation of Southern New Hampshire d/b/a Regional Economic Development Center:

Rockingham Economic Development Corporation (REDC) is a 22 year-old CDFI/RDC in Raymond, NH. The REDC's mission is to: seek to promote responsible, sustainable economic development activities in the 37 communities of Rockingham County, plus five communities in Hillsborough County; Pelham, Litchfield, Hudson, Merrimack and Nashua by creating jobs for low-to moderate-income people, accessing alternative financing for business expansions and relocations and by providing technical assistance to loan applicants.

REDC operates a regional revolving loan fund that serves businesses located in or moving to the region. They work independently or in partnership with local lenders to help complete projects leading to job creation.

This project will expand the capacity of REDC to address the increasing demand from micro-entrepreneurs for business skills training, technical assistance and support services. Further, the project will support REDC's efforts to develop new, cost effective marketing strategies and tools to serve both new and existing clients and lenders, increase earned income and revenues and to support sustainability.

Proposed Project

CDBG funds will allow REDC to offer workshops by staff or in partnerships with other agencies on various business topics.

REDC offers a full range of entrepreneurial training and technical assistance services including:

- One on one meetings with a business advisor;
- Advice on business startup, marketing, accounting and finance as well as various personnel issues;
- Business skills training in reading financial statements and identifying red flags in order that the borrower can report to the lender early in the process;
- Referrals to critical support services such as accountants and insurance agents;
- Help with marketing including brand development, website development and marketing material development; and
- Access to applications for REDC's loan products for business financing.

Summary of the request

The CDBG grant award will allow REDC to assist 50 low-to-moderate income (LMI) individuals in program year 2017-2018.

The CDBG funds will be used for staffing, marketing and outreach. Training and workshops will be held at the REDC Business Development and Training Center in Raymond, NH and other locations throughout the Southeastern region of New Hampshire. The Regional Business Development and Training Center provides local entrepreneurs with access to instruction, computers, and reference materials to facilitate the creation or expansion of businesses. The Center houses a reference library, classroom, a conference room, and short-term office space. The Center also provides dedicated workspace and equipment for businesses to use as they plan their start-up or expansion.

VI. Women's Rural Enterprise Network (WREN):

Since 1994 when the first pilot program for 12 women entrepreneurs was introduced, WREN has been providing business skills training for low-to-moderate income business owners. From the original, intensive 9-month curriculum to the Grow and Seed course of the late 90s to today's BETA and Launch Box programs, WREN has been assisting emerging and existing business owners with comprehensive training in financial planning, cash flow and budgeting, marketing and public relations and operations management. As business markets shift towards e-commerce, WREN continues to meet current microenterprise needs by offering classes in website design, social media marketing, networking and more, while maintaining local opportunities for emerging and experienced entrepreneurs through their store and farmers market programs in both Bethlehem and Berlin. Over 2,000 businesses have been assisted through WREN's programs.

Proposed project

The CDBG funds will support an extensive series of classes and workshops as well as one-on-one advice and technical assistance to those who want to increase their entrepreneurial knowledge and skills. WREN helps local business grow and strengthens the community. As business markets shift toward e-commerce, WREN continues to meet these changing needs by offering classes in website design, social marketing, networking, etc.

CDBG funds will allow WREN to continue and expand its full range of entrepreneurial training services including:

- WREN Beyond BETA program,
- Launch Box Program,
- LEAP (LAUNCHING EMERGING ARTISTS PROGRAM),
- Farm and Food Classes,
- Business Coaching,
- Career Assessment Workshops,
- Seasonal Farmers Market, Local Works Marketplace Gallery at WREN, Incubator Office Space,
- Local and Global Marketplace program,
- WRENzine and Local Works Directory.

Summary of request

The CDGB grant award will allow WREN to assist 50 low- to moderate-income (LMI) individuals in program year 2017-2018.

WREN defines program impacts by tangible impacts such as revenue growth and by softer impact such as participant's realization that their business idea may not be a sound one. Documentable success measures include but are not limited to: beneficiary income surveys, sales in the WREN store, gallery or farmers market, products developed, skills acquired, courses completed and/or programs/activities participated in, new markets acquired outside of WREN, increased customer base and new ways of thinking and personal growth.

Scoring

The scoring is comprised of three components. An applicant must reach a minimum score in the first component to proceed and reach a minimum score in the second two components to be considered for funding.

The components of the scoring are as follows:

- Public Benefit, which examines the area need for such a project, the direct benefit to low and moderate income persons for technical assistance and entrepreneurial support, and the overall management capacity of the Sub recipient.
- Project Design, which examines the specific experience of the Sub recipient with regard to microenterprise assistance, the preparation for and delivery of business technical assistance, and the capacity to provide lending services to the potential entrepreneurs.
- Financial Feasibility, which examines the level of match funding and the costs per beneficiary.

The following table summarizes the scores of all six of the applications.

SCORES

Sub Recipient	Score
REDC	408
NCIC	405
GRDC	386
HGC	349
WREN	338
Pathways to Work – SBDC	324

Recommendation

Staff recommends all six applications be approved by the Advisory Committee at the amounts listed in the table below. The amount of funds requested from each county exceeded the allocated funding of \$750,000 by \$14,365. The recommended program amount represents a reduction in requested funding for two of the six applicants. We are recommending a reduction in funding for Pathways to Work because they are the lowest scoring application and for Northern Community Investment Corporation because a review of the 2016 program to date they are further from their goal than any other organization.

RECOMMENDATION

Request		Recommendation		
Sub Recipient	Requested Amount	Total Award	Reduction in beneficiaries	# of beneficiaries
REDC	\$ 137,455	\$ 137,455	0	50
NCIC	\$ 109,000	\$ 101,500	(3)	37
GRDC	\$ 96,500	\$ 96,500	0	35
HGC	\$ 149,955	\$ 149,955	0	55
WREN	\$ 134,000	\$ 134,000	0	50
Pathways to Work - SBDC	\$ 137,455	\$ 129,955	(3)	47
Total	\$764,365	\$749,365	(6)	274

Recommendation – Staff recommends funding Grafton County in the amount of \$332,000, and recommends the following awards be made to sub recipients:

- Grafton Regional Development Corporation (GRDC) - \$96,500
- Northern Community Investment Corporation (NCIC) - \$101,500
- Women’s Rural Enterprise Network (WREN) - \$134,000

Recommendation – Staff recommends funding Cheshire County in the amount of \$417,365, and recommends the following awards be made to sub recipients:

- Hannah Grimes Center (HGC) - \$149,955
- Regional Economic Development Center (REDC) - \$137,455
- New Hampshire Small Business Development Center (SBDC) – Pathways to Work - \$129,955

Staff recommends that this application be funded with the following conditions:

- Sub recipients implement the new reporting requirements as outlined in the Program Guide;
- All other usual and customary CDBG contract terms; and
- Sufficient funds are appropriated to and received by the State of New Hampshire from the US Department of Housing and Urban Development for the 2017 CDBG program year.